

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**FIRST AMENDMENT  
to  
AGREEMENT  
between  
THE CITY AND COUNTY OF SAN FRANCISCO  
and  
TIDES CENTER**

THIS AMENDMENT (this “Amendment”) is made as of **January 31, 2020**, in San Francisco, California, by and between **TIDES CENTER** (“Contractor”), and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals (“RFP”) HSH2018-115 – Supportive Housing Property Management, issued on November 8, 2018, and this modification is consistent therewith; and

WHEREAS, there is no Local Business Entity (LBE) subcontract participation requirement for this Agreement; and

WHEREAS, the City’s Civil Service Commission approved Personal Services Contract (PSC) number 45693 – 18/19 on February 4, 2019; and

WHEREAS, the City’s Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 139-20 on April 10, 2020 to extend the contract term by four years and increase the contract amount to approve the amendment; and

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term “Agreement” shall mean the Agreement dated **May 1, 2019**, between Grantee and City;
- 1.2 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2 Modifications to the Agreement.**

The Agreement is hereby modified as follows:

**2.1 Term of the Agreement.** Article 2. Term of the Agreement currently reads as follows:

- 2.1 The term of this Agreement shall commence on the later of: (i) **July 1, 2019**; or (ii) the Effective Date and expire on **June 30, 2020**, unless earlier terminated as otherwise provided herein.

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

- 2.1 The term of this Agreement shall commence on **July 1, 2019** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein.
- 2.2 The City has two options to renew the Agreement, per the table below. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Option 1:	July 1, 2024 to June 30, 2027
Option 2:	July 1, 2027 to June 30, 2029

**2.2 Compensation.** Section 3.3 Compensation of the Agreement currently reads as follows:

**3.3 Compensation.**

- 3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in **Appendix C, Method of Payment**. Compensation shall be made for Services identified in the invoice that the **Department of Homelessness and Supportive Housing (HSH) Director**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Eight Hundred Seven Thousand Nine Hundred Ninety Three**

**Dollars (\$5,807,993).** The breakdown of charges associated with this Agreement appears in **Appendix B, Budget**, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in **Appendix C, Method of Payment**. In no event shall City be liable for interest or late charges for any late payments.

Contractor understands that, of the maximum dollars obligation listed in Article 3.3.1, of this Agreement, **Five Hundred Twenty Seven Thousand Nine Hundred Ninety Nine Dollars (\$527,999)** is included as a contingency amount and is neither to be used in Budgets attached to this Agreement or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the **Appendix B, Budget**, which has been approved by HSH. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or revision has been fully approved and executed in accordance with applicable City and Agency laws regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

- 3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until HSH approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.
- 3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.
- 3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.
- 3.3.5 **Reserved. (LBE Payment and Utilization Tracking System).**

### 3.3.6 Getting paid for goods and/or services from the City.

- (a) All 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](http://www.sfgov.org/ach).
- (b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

### 3.3.7 Grant Funded Contracts.

- (a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in **Appendix G, Federal Requirements for Subrecipients** and **Appendix H, HUD Subrecipient Agreement**. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.
- (c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

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

### 3.3 Compensation

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the Executive Director of the Department of Homelessness and Supportive Housing, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Nine Million Five Hundred Thirty Eight Thousand Three Hundred Fifty Seven Dollars (\$29,538,357)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments.

- (a) Contractor understands that, of the Payment listed under 3.3.1 Payment of this Agreement, **One Million Nine Hundred Eight Thousand Seven Hundred Eighty Seven Dollars (\$1,908,787)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Department of Homelessness and Supportive Housing approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System).**

**3.3.6 Getting paid by the City for goods and/or services.**

- (a) All 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](http://www.sfgov.org/ach).
- (b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**3.3.7 Grant Funded Contracts.**

- (a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal

Funds, and Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

- (c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

**2.3 Assignment.** Section 4.5 Assignment of the Agreement is hereby replaced in its entirety to read as follows:

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.4 Withholding.** Section 7.3 Withholding is hereby added to the Agreement:

7.3 **Withholding.** Contractor 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, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor 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 Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**2.5 Distribution of Beverages and Water.** Section 10.17 Distribution of Beverages and Water of the Agreement is hereby deleted and replaced in its entirety to read as follows:

10.17 **Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor 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.

10.17.2 **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

**2.6 Notification of Legal Requests.** Section 11.14 Notification of Legal Requests is hereby added to read as follows:

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

**2.7 Department Specific Terms.** Article 12 Department Specific Terms is hereby replaced in its entirety to read as follows:

**12.1. Appendices.**

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 (dated January 31, 2020)

Appendix B, Budget (dated January 31, 2020)

Appendix C, Method of Payment (dated January 31, 2020)

Appendix D, Additional Terms

Appendix E, City and County of San Francisco Business Associate Agreement

Appendix F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement

Appendix H, Permitted Subcontractors

12.2. **Services During a City-Declared Emergency.** In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good



faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided, must be approved by the Department.

**2.8 Data and Security.** Article 13 Data and Security of the Agreement is hereby replaced in its entirety to read as follows:

**13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

**13.2 Reserved (Payment Card Industry ("PCI") Requirements).**

**13.3 Business Associate Agreement.** The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:



1. Do **at least one** or more of the following:

- (a) Create, receive, maintain, or transmit PHI for or on behalf of City/HSH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
- (b) Receive PHI, or access to PHI, from City/HSH or another Business Associate of City, as part of providing a service to or for City/HSH, including legal, actuarial, accounting, consulting, data

aggregation, management, administrative, accreditation, or financial; or

- (c) Transmit PHI data for City/HSH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors).

**FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/HSH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENT, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN: Appendix E, City and County of San Francisco Business Associate Agreement.**

- 2. **NOT do any of the activities listed above in subsection 1.;**

Contractor is not a Business Associate of City/HSH. Appendix E, Business Associate Agreement (BAA) is not required for the purpose of this Agreement.

**13. 4 Management of City Data and Confidential Information.**

13. 4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored

or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information, which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

- 2.9 **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated January 31, 2020), for the period of July 1, 2019 to June 30, 2024.
- 2.10 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated January 31, 2020), for the period of July 1, 2019 to June 30, 2024.
- 2.11 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated January 31, 2020).
- 2.12 **Appendix F, Dispute Resolution Procedure**, of the Agreement is hereby deleted and replaced in its entirety by **Appendix F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds**.
- 2.13 **Appendix G, Federal Requirements for Subrecipients**, of the Agreement is hereby deleted and replaced in its entirety by **Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement**.
- 2.14 **Appendix H, HUD Subrecipient Agreement**, of the Agreement is hereby deleted and replaced in its entirety by **Appendix H, Permitted Subcontractors**.
- 2.15 **Appendix I, Permitted Subcontractors**, of the Agreement is hereby deleted.

### Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

### Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

**CONTRACTOR**

Recommended by:

**TIDES CENTER**

DocuSigned by:  
*Abigail Stewart-Kahn* 6/10/2020  
Abigail Stewart-Kahn  
Interim Director  
Department of Homelessness and Supportive  
Housing

DocuSigned by:  
*Tuti B. Scott* 6/5/2020  
Tuti B. Scott  
Interim Chief Executive Officer  
City Supplier ID: 0000009453  
DUNS Number: 947910691

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: *Virginia Dario Elizondo* 6/9/2020  
Virginia Dario Elizondo  
Deputy City Attorney

Approved:  
Sailaja Kurella  
Acting Director of the Office of Contract  
Administration, and Purchaser

By: *Taraneh Moayed* 6/10/2020  
Taraneh Moayed

**Appendix A, Services to be Provided**  
**by**  
**TIDES Center (Delivering Innovation in Supportive Housing (DISH))**  
**Property Management at Six Buildings**  
**July 1, 2019 to June 30, 2024**

**I. Purpose of Contract**

The purpose of the contract is to provide Master Lease Stewardship and Property Management services to formerly homeless adult and older adult tenants in permanent supportive housing. The goal of these services is to help tenants maintain housing and stability.

**II. Served Population**

Contractor shall serve formerly homeless and income-eligible adults and older adults. An adult household is defined as one or more individuals aged 18 or over without custody of minor children. An older adult is defined as an individual aged 55 or older. Contractor shall serve existing tenants in the buildings at the time of Master Lease initiation.

**III. Referral and Prioritization**

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

Eligibility criteria may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Individuals who meet eligibility criteria for permanent supportive housing programs are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers. Contractor understands that eligibility criteria may vary for households receiving services funded by different funding sources.

**IV. Description of Services**

Contractor shall provide Master Lease Stewardship and Property Management to tenants residing at the permanent supportive housing sites listed in Section V. Location and Hours of Service. Services shall include, but are not limited to, the following:

**A. Stewardship of the Master Lease**

1. Contractor shall maintain stewardship of the Master Lease on behalf of HSH and coordinate with the property owners on regular maintenance items.
2. Contractor shall coordinate and manage regular asset management meetings, on a schedule to be determined with HSH Real Estate staff, to be attended by HSH Real Estate staff, the HSH Program Manager, and Contractor to address ongoing capital needs, property owner's obligations, changes to the Approved Sublease and other issues as per the Master Lease.

**B. Program Applicant Selection and Intake:** Contractor shall follow the processes agreed upon by Contractor, HSH, property owners, housing subsidy administrators, and/or other entities involved with referrals.

- C. Annual Tenant Re-certification: As required by rental subsidy type, Contractor shall re-certify tenant income after each year of residence. This is generally done on the anniversary of a tenant's move-in date.
- D. Residential Lease Set-Up: Contractor shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include House Rules and other pertinent Lease Addenda. Contractor shall review its Grievance Procedure and relevant HSH policies and procedures with tenants at the time of lease signing.
- E. Collection of Rents, Security Deposits, and Other Receipts: Contractor shall collect and process rent and other housing-related payments made by tenants.
  - 1. Contractor shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
  - 2. For tenants paying a portion of their income towards rent, Contractor shall assist with payment arrangements and comply with HSH and other applicable requirements governing how much tenants are required to pay.
  - 3. Tenants are required to enroll in third party rent payment services. Contractor shall complete and submit referral paperwork to the agency providing the service and notify HSH of any problems with the arrangement.
- F. Lease Enforcement, Written Notices and Eviction Prevention:
  - 1. Contractor shall provide written notice to tenants to notify them of any issue that may affect ongoing tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules, and/or actions that are in violation of the lease agreement.
  - 2. When necessary, Contractor shall provide notice to tenants of any actions related to the eviction process in accordance with laws in effect in San Francisco.
  - 3. Contractor shall work with tenants, in conjunction with Support Services staff, to resolve issues that put tenants at risk of eviction.
  - 4. Contractor shall copy Support Services staff on all of these communications.
- G. Building Service Payments: Contractor shall set up and manage utility accounts and services related to the properties, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
- H. Building Maintenance: Contractor shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
  - 1. Janitorial services in common areas, offices, and shared-use restroom and shower facilities;
  - 2. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;

3. Pest control services in accordance with City regulations, as needed;
4. Maintenance and repair of facility systems, plumbing, electrical, safety issues;
5. Building security; and
6. Preparation of units for tenant move-in and move-out.

I. Wellness Checks and Emergency Safety Checks: Contractor shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy to assess a tenant's safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.

J. Front Desk Coverage: Contractor shall provide front desk coverage 24 hours per day, seven days per week.

K. Program Exit Planning: Contractor shall alert Support Services staff when tenants give notice to exit housing and shall keep a record of each tenant's forwarding address, whenever possible.

#### V. **Location and Hours of Service**

Contractor shall provide services 24 hours per day, seven days per week, at the six permanent supportive housing sites listed below:

<b>Program Site</b>	<b>Served Population</b>	<b>No. Units to be Served</b>
<b>Camelot</b> 124 Turk Street San Francisco, CA 94102	Adults	55
<b>Empress</b> 144 Eddy Street San Francisco, CA 94102	Adults	89
<b>LeNain</b> 730 Eddy Street San Francisco, CA 94109	Older Adults	86
<b>Pacific Bay Inn</b> 520 Jones Street San Francisco, CA 94102	Adults	75
<b>Star</b> 2176 Mission Street San Francisco, CA 94110	Adults	54
<b>Windsor</b> 238 Eddy Street San Francisco, CA 94102	Adults	91
<b>Total Units</b>		<b>450</b>

#### VI. **Service Requirements**

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



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

1. Contractor shall establish a written Memorandum of Understanding (MOU) for unpaid partners or contracts with Subcontractors.
- B. Possession of Licenses/Permits: Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this contract.
- C. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described, such policies must include a provision that referrals are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.
- D. Language and Interpretation Services: Contractor shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- E. Critical/Significant Incidents: Contractor shall report critical incidents in accordance with the HSH Program Manager's instructions and any published HSH policies and procedures. Examples of critical incidents include death, fire, acts of violence, or other incidents which requires the involvement of emergency services.
- F. Grievance Procedure: Contractor shall establish and maintain a written Grievance Procedure for tenants, which shall include the following elements, as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
  3. The amount of time required for each step, including when a tenant can expect a response; and
  4. The HSH Program Manager's contact information for the tenant to contact after the tenant has exhausted the Contractor's internal Grievance Procedure.

Contractor shall review and provide a copy of this procedure, and any amendments, to each tenant at the time of program entry and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Contractor shall provide a copy of this Grievance Procedure and any amendments to the HSH Program Manager or his/her designated agent, and post it in the common areas of the buildings.

- G. Tenant Feedback Policies: Contractor shall provide means for tenants to offer feedback about the program. Feedback methods shall include a written anonymous survey administered at least once per year to gather feedback, assess tenant satisfaction, and evaluate the effectiveness of services and systems within the program. Contractor shall offer assistance to tenants regarding completion of the survey if the written format presents any problem.
- H. City Communications and Policies  
Contractor shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
  2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings, as needed, such as, but not limited to hearings on issues related to homelessness, quarterly Continuum of Care (CoC) meetings; and
  3. Attendance at trainings, when required by HSH.
- I. Record-Keeping and Reporting:
1. Contractor shall maintain confidential tenant files that contain eligibility documentation, signed lease agreement and lease addenda, and documentation of rent collection and other Property Management services, including but not limited to lease violations letters, legal notices, reasonable accommodations paperwork, and incident reports as part of overall program compliance.
  2. When required by HSH, Contractor shall maintain eligibility and inspection documentation in the Online Navigation and Entry (ONE) System.
  3. Contractor shall maintain files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
- J. Data Standards:  
Contractor shall comply with requirements listed in Section IX. Reporting Requirements of this document. HSH will provide clear instructions to all Contractors regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Contractors via written notice at least one month prior to expected implementation.
1. When required by HSH, Contractor shall enter data into the ONE System. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:  
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
  2. Contractor may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site.
  3. Any information shared between Contractor, HSH, and other providers about tenants shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.

K. Disaster and Emergency Response Plan: Contractor shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site-Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Contractor shall update the Agency/site(s) plan as needed and Contractor shall train all employees regarding the provisions of the plan for their Agency/site(s).

L. Good Neighbor Policies

Contractor shall maintain a good relationship with the neighborhood, including:

1. Working with the neighborhood to ensure that neighboring concerns about the building are heard and addressed;
2. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed;
3. Having a representative of the Contractor attend all appropriate neighborhood meetings; and
4. Actively discouraging loitering in the area surrounding the building.

M. Compliance with Regulations: Contractor shall:

1. Coordinate with the Department of Building Inspection (DBI), the Department of Public Health (DPH), and/or other City agencies to complete all required inspections of the housing site prior the start of the program;
2. Comply with requirements for ongoing facility inspections;
  - a. In the event that Contractor is given notice violations by DBI, DPH, or another City agency, which impacts Contractor's ability to occupy a unit, it shall notify HSH immediately.
3. Provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, DBI, DPH, and the Mayor's Office.

Additionally, for any units that receive funding from the U.S. Department of Housing and Urban Development (HUD), Contractor shall:

4. Ensure that residential buildings meet Housing Quality Standards (HQS) and pass all required HQS inspections upon unit turnover and coordinate with the subsidy administrator to schedule HQS inspections; and
5. Notify the subsidy administrator of tenant lease violations, including housing exits, in a timely manner.

N. Other Program Revenue Sources: Contractor agrees that funds received from a source other than the City to defray any portion of the reimbursable costs allowable under the contract shall be reported to the City and deducted by Contractor from billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

**VII. Service Objectives**

Contractor shall achieve the service objectives listed below.

- A. Contractor shall ensure that each unit, upon turnover, is clean and/or repaired within 35 days, on average.
- B. Contractor shall maintain an occupancy rate of at least 90 percent.
- C. Contractor shall offer all tenants the opportunity to complete an annual anonymous tenant satisfaction survey, with the goal of at least sixty-five percent participation.
- D. Contractor shall collect at least 90 percent of tenant portions of monthly rent from occupied units.

**VIII. Outcome Objectives**

Contractor shall achieve the outcome objectives listed below.

- A. Ninety percent of surviving tenants will maintain their housing for a minimum of 12 months.
- B. Seventy-five percent of tenants who exit housing will move to other permanent housing, or be provided with more appropriate placements.
- C. Eighty-five percent of tenant lease violations will be resolved without loss of housing to tenants.
- D. Eighty-five percent of tenants completing an annual tenant satisfaction survey will be satisfied or very satisfied with Property Management services.

**IX. Reporting Requirements**

Contractor shall input data into systems required by HSH, such as the ONE system and CARBON. Contractor understands that reporting requirements may differ for services funded by different revenue sources.

- A. When required by HSH, Contractor shall enter data into the ONE system.
- B. Contractor shall provide a monthly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Contractor shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month, including:
  - 1. Occupancy rate; and
  - 2. Number of new placements made for the month, broken down by funding source.
- C. Contractor shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Contractor shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter, including:
  - 1. Average number of days to turn over units;

2. Number of tenant lease violations that were resolved without loss of housing to tenants; and
  3. Number of tenants who exit housing or move to other permanent housing, or are provided with more appropriate placements.
- D. Contractor shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Contractor. Contractor shall enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year, including:
1. Number and percentage of tenants who completed an annual tenant satisfaction survey;
  2. Number and percentage of tenant satisfaction survey respondents who indicated they were satisfied or very satisfied with program services; and
  3. Number and percentage of surviving tenants who maintain their housing for a minimum of 12 months.
- E. Contractor shall provide Ad Hoc reports as required by HSH and respond to requests by the HSH in a timely manner. These reports may include the following information:
1. Monthly rent roll reports;
  2. Monthly cumulative report on the average number of days to complete work orders;
  3. Monthly cumulative report on the number and percentage of tenants housed for one year or more; and
  4. Monthly cumulative report on the number and percentage of exits to permanent housing.
- F. Contractor shall participate, as required by HSH, in City, state and/or federal government evaluative studies designed to show the effectiveness of Contractor's services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within 30 working days of receipt of any evaluation report and such response will become part of the official report.

For services funded through the HUD CoC program, Contractor shall submit all data and reports as required by HSH and HUD in a timely and accurate manner to ensure accurate Homeless Management Information System (HMIS) data, Annual Performance Report (APR), Housing Inventory Count (HIC) reports, Point in Time (PIT) Counts, System-wide Performance Measures (SPM), Grant Inventory Worksheet (GIW) data, and CoC project application and supplementary materials. For additional information regarding the monitoring requirements surrounding CoC, see CoC Subrecipient Grant Management: [https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/6509.2](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2).

- G. Contractor shall submit, to HSH, by the 45<sup>th</sup> day following the end of the project period, an APR on the served population, including progress toward objectives, and the amount of grant and matching funds expended.
- H. Per HSH instructions, Contractor shall identify, document, and report match funds for all CoC-funded grants that meet or exceed 25 percent of funds or in-kind contributions from other sources to be used on eligible costs of the project, as defined in 24 CFR Part 578.

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

**X. Monitoring Activities**

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, which may include review of tenant files, review of the Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and backup documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET (Appendix B)																		
2	Document Date: <b>1/31/2020</b>																		
3	Contract Length																		
4	Contract Term: Begin Date: 7/1/2019, End Date: 6/30/2020, (# of Years): 1																		
5	Current Term: 7/1/2019, 6/30/2020																		
6	Amended Term: 7/1/2019, 6/30/2024, 5																		
7	<b>BUDGET SUMMARY</b>																		
8	Grantee: <b>TIDES Center (Delivering Innovation in Supportive Housing (DISH))</b>																		
9	Program: <b>Property Management at Six Buildings</b>																		
10	FSP Contract #: <b>100013751</b>																		
11	FY 2019-20 HUD Grant ID#: <b>CA0046L9T011811</b>																		
12	(Check One) New Amendment, X, Modification, Revision																		
13	If Amendment, the Effective Date: <b>7/1/2020</b> No. of Amendment: <b>1</b>																		
14																			
15																			
16	Program Annual Term																		
17	Year 1																		
18	Year 2																		
19	Year 3																		
20	Year 4																		
21	Year 5																		
22	All Years																		
23	7/1/2019 - 6/30/2020																		
24	7/1/2019 - 6/30/2020																		
25	7/1/2020 - 6/30/2021																		
26	7/1/2020 - 6/30/2021																		
27	7/1/2021 - 6/30/2022																		
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80	Full Time Equivalent (FTE) 59.08																		
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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET (Appendix B)						
2							Page 3 of 8
3	Document Date: 1/31/2020						
4							
5	<b>OPERATING DETAIL - General Fund</b>						
6	Grantee: TIDES Center (Delivering Innovation in Supportive Housing (DISH))						
7	Program: Property Management at Six Buildings						
8	FSP Contract #: 1000013751						
9		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>
10		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2019 - 6/30/2024
		Current	Amended	Amended	Amended	Amended	Amended Total
		Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
11	Operating Expenses						
12	Rental of Property	\$ 104,667	\$ 104,667	\$ 104,667	\$ 104,667	\$ 104,667	\$ 523,335
13	Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 493,270	\$ 493,270	\$ 493,270	\$ 493,270	\$ 493,270	\$ 2,466,348
14	Office Supplies, Postage	\$ 55,255	\$ 55,255	\$ 55,255	\$ 55,255	\$ 55,255	\$ 276,275
15	Building Maintenance Supplies and Repair	\$ 457,673	\$ 457,673	\$ 457,673	\$ 457,673	\$ 457,673	\$ 2,288,365
16	Insurance	\$ 81,545	\$ 81,545	\$ 81,545	\$ 81,545	\$ 81,545	\$ 407,725
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Staff Training	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
19	Staff Travel-(Local & Out of Town)	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 39,465
20	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Onsite services (Client activities, etc.)	\$ 67,400	\$ 67,400	\$ 67,400	\$ 67,400	\$ 67,400	\$ 337,000
22	Community Building and Housing Preservation	\$ 9,998	\$ 9,998	\$ 9,998	\$ 9,998	\$ 9,998	\$ 49,990
23		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Professional Computer Support	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600	\$ 108,000
26	Anyreim	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 52,500
27	David Merino	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
28	Attorney/Legal Services	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 400,000
29		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Solutions SF	\$ 148,673	\$ 148,673	\$ 148,673	\$ 148,673	\$ 148,673	\$ 743,365
32	Renoir Staffing	\$ 107,850	\$ 107,850	\$ 107,850	\$ 107,850	\$ 107,850	\$ 539,250
33	NPM Staffing/InterSolutions LLC	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
34	Premier Staffing	\$ 11,044	\$ 11,044	\$ 11,044	\$ 11,044	\$ 11,044	\$ 55,218
35	Mennonite Missionary Network	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 72,000
36	SF Patrol Special	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 180,000
37		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38							
39	<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 1,780,767</b>	<b>\$ 1,780,767</b>	<b>\$ 1,780,767</b>	<b>\$ 1,780,767</b>	<b>\$ 1,780,767</b>	<b>\$ 8,903,835</b>
40							
41	Other Expenses (not subject to indirect cost %)						
42	Administrative Fee	\$ 43,322	\$ 43,322	\$ 43,322	\$ 43,322	\$ 43,322	\$ 216,610
43	LeNain Physical Needs Assessment	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000
44	Operating Reserve (surplus non-HSH Revenue)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48							
49	<b>TOTAL OTHER EXPENSES</b>	<b>\$ 47,322</b>	<b>\$ 43,322</b>	<b>\$ 43,322</b>	<b>\$ 43,322</b>	<b>\$ 43,322</b>	<b>\$ 220,610</b>
51	<b>HSH #3</b>						<b>12/10/2018</b>



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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET (Appendix B)						
2							Page 5 of 8
3	Document Date: 1/31/2020						
4							
5	<b>OPERATING DETAIL - MHSA</b>						
6	Grantee: TIDES Center (Delivering Innovation in Supportive Housing (DISH))						
7	Program: Property Management at Six Buildings						
8	F&P Contract #: 1000013751	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>
9		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2019 - 6/30/2024
10		Current	Amended	Amended	Amended	Amended	Amended Total
11	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
12	Rental of Property		\$ -	\$ -	\$ -	\$ -	\$ -
13	Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 51,041	\$ 51,041	\$ 51,041	\$ 51,041	\$ 51,041	\$ 255,205
14	Office Supplies, Postage		\$ -	\$ -	\$ -	\$ -	\$ -
15	Building Maintenance Supplies and Repair	\$ 47,198	\$ 47,198	\$ 47,198	\$ 47,198	\$ 47,198	\$ 235,990
16	Insurance		\$ -	\$ -	\$ -	\$ -	\$ -
17	Printing and Reproduction		\$ -	\$ -	\$ -	\$ -	\$ -
18	Staff Training		\$ -	\$ -	\$ -	\$ -	\$ -
19	Staff Travel-(Local & Out of Town)		\$ -	\$ -	\$ -	\$ -	\$ -
20	Rental of Equipment		\$ -	\$ -	\$ -	\$ -	\$ -
21	Onsite services (Client activities, etc.)						\$ -
22	Community Building and Housing Preservation	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,000
23							\$ -
24			\$ -	\$ -	\$ -	\$ -	\$ -
25	Consultants		\$ -	\$ -	\$ -	\$ -	\$ -
26	Professional Computer Support		\$ -	\$ -	\$ -	\$ -	\$ -
27	Anyrelm		\$ -	\$ -	\$ -	\$ -	\$ -
28	David Merino		\$ -	\$ -	\$ -	\$ -	\$ -
29	Legal/Attorney Services		\$ -	\$ -	\$ -	\$ -	\$ -
30			\$ -	\$ -	\$ -	\$ -	\$ -
31	Subcontractors		\$ -	\$ -	\$ -	\$ -	\$ -
32	Solutions SF		\$ -	\$ -	\$ -	\$ -	\$ -
33	Renoir Staffing		\$ -	\$ -	\$ -	\$ -	\$ -
34	NPM Staffing/InterSolutions LLC		\$ -	\$ -	\$ -	\$ -	\$ -
35	Premier Staffing		\$ -	\$ -	\$ -	\$ -	\$ -
36	Mennonite Missionary Network		\$ -	\$ -	\$ -	\$ -	\$ -
37	SF Patrol Special		\$ -	\$ -	\$ -	\$ -	\$ -
38			\$ -	\$ -	\$ -	\$ -	\$ -
41	<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 100,239</b>	<b>\$ 100,239</b>	<b>\$ 100,239</b>	<b>\$ 100,239</b>	<b>\$ 100,239</b>	<b>\$ 501,195</b>
42							
43	Other Expenses (not subject to indirect cost %)		\$ -	\$ -	\$ -	\$ -	\$ -
44			\$ -	\$ -	\$ -	\$ -	\$ -
52	<b>TOTAL OTHER EXPENSES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
54	<b>HSH #3</b>						<b>12/10/2018</b>



	A	B	G	J	M	P	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET (Appendix B)						
2							Page 7 of 8
3	Document Date: 1/31/2020						
4							
5	<b>OPERATING DETAIL - HUD</b>						
6	Grantee: TIDES Center (Delivering Innovation in Supportive Housing (DISH))						
7	Program: Property Management at Six Buildings						
8	F&P Contract #: 1000013751						
9		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>
10		9/1/2019 - 8/31/2020	9/1/2020 - 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 6/30/2024	9/1/2019 - 6/30/2024
11	<b>Operating Expenses</b>	<b>Current Budgeted Expense</b>	<b>Amended Budgeted Expense</b>	<b>Amended Budgeted Expense</b>	<b>Amended Budgeted Expense</b>	<b>Amended Budgeted Expense</b>	<b>Amended Total Budgeted Expense</b>
12	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 103,099	\$ 103,099	\$ 103,099	\$ 103,099	\$ 103,099	\$ 515,495
14	Office Supplies, Postage	\$ 4,745	\$ 4,745	\$ 4,745	\$ 4,745	\$ 4,745	\$ 23,725
15	Building Maintenance Supplies and Repair	\$ 101,029	\$ 101,029	\$ 101,029	\$ 101,029	\$ 101,029	\$ 505,145
16	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Staff Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Onsite services (Client activities, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Community Building and Housing Preservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Professional Computer Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Anyrelm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	David Merino	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Legal/Attorney Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Solutions SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Renoir Staffing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	NPM Staffing/InterSolutions LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Premier Staffing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Mennonite Missionary Network	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	SF Patrol Special	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38							
39	<b>TOTAL OPERATING EXPENSES</b>	\$ 208,873	\$ 208,873	\$ 208,873	\$ 208,873	\$ 208,873	\$ 1,044,365
40							
41	Other Expenses (not subject to indirect cost %)						
42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50	<b>TOTAL OTHER EXPENSES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52	<b>HSH #3</b>						<b>12/10/2018</b>

	A	B	C	D	E	F
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET (Appendix B)					
2						Page 8 of 8
3	Document Date:	43,830				
4						
5						
6						
7	<b>Capital Expenditure Detail</b>					
8	<b>(Equipment and Remodeling Cost)</b>					
9						TOTAL
10	EQUIPMENT		TERM			
11	No.	ITEM/DESCRIPTION, INCLUDING FISCAL YEAR				
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20	TOTAL EQUIPMENT COST			\$ -	\$ -	\$ -
21						
22	R E M O D E L I N G					
23	Description:					
24						\$ -
25						\$ -
26						\$ -
27						\$ -
28						\$ -
29	TOTAL REMODELING COST			\$ -	\$ -	\$ -
30						
31	TOTAL CAPITAL EXPENDITURE			\$ -	\$ -	\$ -
32	(Equipment and Remodeling Cost)					
33	HSH #4			Template last m		12/10/2018

## Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 3 Financial Matters of the Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget, of the Agreement.
- II. General Instructions for Invoice Submittal:** Contractor's invoices shall include actual expenditures for eligible activities incurred during the month, unless otherwise specified.
- A. Timelines: Contractor shall submit all invoices and required documentation in the format specified by the Department of Homelessness and Supportive Housing (HSH), after costs have been incurred, and within 30 days after the month.

Billing Month/Date	Service Begin Date	Service End Date
August 31	July 1	July 31
September 30	August 1	August 31
October 31	September 1	September 30
November 30	October 1	October 31
December 31	November 1	November 30
January 31	December 1	December 31
February 28	January 1	January 31
March 31	February 1	February 28
April 30	March 1	March 31
May 31	April 1	April 30
June 30	May 1	May 31
July 31	June 1	June 30

B. Invoicing System:

1. Contractor shall complete the required information to submit invoices and attach any required supporting documentation to HSH's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Contractor's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails, and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Contractor acknowledges that submittal of the invoice by Contractor's designated authorized personnel with proper login credentials constitutes Contractor's electronic signature and certification of the invoice.

4. Contractor's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  5. Contractor's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter, regarding any need for the restriction or termination of previously authorized CARBON user credentials. This notification shall include the name(s), email(s), and phone number(s) of the previously authorized CARBON users.
  6. Contractor may submit bills, invoices and related documentation in the format specified by HSH via paper or email only upon special permission or if requested by HSH.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Contractor's ability to provide services specified in the Appendix A, Services to be Provided, of the Agreement; however, Contractor may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

Programs with U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funding may move ten percent between service component budgets (e.g., Operating, Admin, Leasing, etc.) per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

1. Generally, Contractor is expected to spend down ongoing HSH funding proportionally to the budget term. Contractor shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON, prior to or in conjunction with the invoicing period.
2. Failure to spend significant amounts of funding, especially non-General Fund dollars may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Contractors.

E. Documentation and Record Keeping:

1. In accordance with Article 3 Financial Matters of the Agreement and Appendix A, Services to be Provided, of the Agreement, Contractor shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.



- a. HSH reserves the right to modify the terms of this Appendix in cases where Contractor has demonstrated issues with spend down, accuracy, and timeliness of invoices.
  - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
    - 1) Program Monitoring;
    - 2) Fiscal and Compliance Monitoring;
    - 3) Year End Invoice Review;
    - 4) Monthly Invoice Review;
    - 5) As needed per HSH request; and/or
    - 6) On an as needed basis to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., Excel format or PDF);
  - b. Clearly match the Appendix B, Budget line items and eligible activities;
  - c. Not include identifiable tenant information or private or protected data; and
  - d. For subcontracted services, include only costs that are reflected in the Appendix B, Budget. HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget. All subcontractors must also be listed in the Permitted Subcontractors Appendix of the Agreement.
3. Contractor shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget line items and eligible activities.

General Fund and Mental Health Services Act (MHSA) Budgets	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Contractor shall maintain and provide documentation, as requested by HSH, for all approved payroll expenses paid to any personnel included in the Appendix B, Budget, covered by the agreement and invoice period.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Contractor’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Contractor shall maintain and provide documentation, as requested by HSH, for all approved Operating costs included in the Appendix B, Budget.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Capital	Contractor shall maintain and provide documentation, as

General Fund and Mental Health Services Act (MHSA) Budgets	
Type	Instructions and Examples of Documentation
and/or One-Time Funding	requested by HSH, for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Contractor shall maintain records of and provide documentation, upon request by HSH, for all revenue expenses that offset the costs listed in the Appendix B, Budget, covered by the Agreement.

U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
HUD CoC - Operating Services	Contractor may use this line item in accordance with 24 CFR § 578.55 - Operating Services.  Contractor shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.  Documentation may include proof of costs related to the maintenance and repair of housing; property taxes and insurance; utility payments; furniture; and/or equipment.
HUD CoC - Administrative Costs	Contractor may use this line item in accordance with 24 CFR § 578.59 - Project Administrative Costs.  Contractor shall upload all supporting documentation of eligible Administrative costs in CARBON with each invoice.  HSH is required to share half of administrative funds with sub-recipients.  Documentation may include payroll information from a payroll service or a payroll ledger from Contractor's accounting system of the staff who work on CoC-funded programs and perform such activities as: <ul style="list-style-type: none"> <li>• Program budgets and schedules;</li> <li>• Assure compliance with CoC requirements;</li> <li>• Monitor program activities for progress; prepare reports;</li> <li>• Coordinate the resolution of audit and monitoring findings;</li> <li>• Evaluate program results against stated objectives; and/or</li> <li>• Manage or supervise persons whose primary responsibilities with regard to the program include the above-mentioned administrative tasks.</li> </ul>

U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
<b>Type</b>	<b>Instructions and Examples of Documentation</b>
	Documentation may also include receipts related to the costs for goods and services related to the administration of the CoC program, such as rental or purchase of equipment, insurance, utilities, office supplies and rental and maintenance of office space.

**III. Advances or Prepayments:** Advances or prepayments are allowable on certified annual ongoing General Fund amounts in order to meet non-profit Contractor cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

**A. Advance Requirements:**

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spending down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

**B. Advance Request Process:**

1. Contractor shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Contractor up to two months of the total ongoing annualized General Fund budget amount, per the Appendix B, Budget of this Agreement. Requests over two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

**C. Advance Repayment Process:**

1. If approved by HSH, the advanced sum will be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month contract the rate of

repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.

2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Contractor's monthly invoices, Contractor shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Contractor shall send the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

**IV. Timely Submission of Reports and Compliance:** If a Contractor has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A, Services to be Provided, of the Agreement), Contractor shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

## Appendix D, Additional Terms

### 1. Protected Health Information and BAA

The parties acknowledge that the City and County of San Francisco (City) is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA) and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or  
 A Business Associate subject to the terms set forth in **Appendix E, Business Associate Agreement (BAA)**;  
 Not Applicable, Contractor will not have access to Protected Health Information.

### 2. Homelessness and Supportive Housing Privacy and Data Security Policies

The Department of Homelessness and Supportive Housing (HSH) has developed Privacy and Data Security Policies that encompass all federal and state confidentiality and data security regulations, including HIPAA and local policies.

Contractor shall abide by the HSH Privacy and Data Security Policies, unless otherwise granted a waiver from certain policies by HSH, and will be monitored and evaluated on the following criteria:

- A. HSH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.  
 ➤ As Measured by: Evidence that the policy and procedures that abides by the rules outlined in the HSH Privacy Policy have been adopted, approved and implemented.
- B. All staff that handles patient health information are trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures.  
 ➤ As Measured by: Documentation exists showing individuals were trained.
- C. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.  
 ➤ As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)
- D. A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.  
 ➤ As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

- E. Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.
  - As Measured by: Documentation exists.
  
- F. Authorization for disclosure of a patient's/client's health information is obtained prior to release:
  - 1. To providers outside the HSH Safety Net; or
  - 2. From a substance abuse program.
  - As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file.

### **3. Third Party Beneficiaries**

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

### **4. Certification Regarding Lobbying**

Contractor certifies to the best of its knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an 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 the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.
  
- B. If any funds other than federally appropriated funds have been paid or will be paid to any persons 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 this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.
  
- C. Contractor shall require 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 cooperation agreements) and that all subrecipients shall certify and disclose accordingly.
  
- D. 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.

### **5. Materials Review**

Contractor agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. Contractor agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. The City agrees to conduct the review in a manner which does not impose unreasonable delays.

## Appendix E, 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 **TIDES Center** (“Contractor”), the Business Associate (“BA”), dated May 1, 2019 (FSP Contract ID# 1000013751) (“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

CE, by and through the Department of Homelessness and Supportive Housing (“HSH”), 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).

For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to comply with the terms and conditions of this BAA as a BA of CE.

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 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”).

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.

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 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.
- 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.
- 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.

**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 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 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)].
- 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.
- 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 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 F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds**

### **I. Definitions**

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

**A. City.** City means the City and County of San Francisco.

**B. Subaward.** 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 a Federal program, as opposed to providing goods or services to help the City administer the Federal program.

See 2 CFR §200.330 for more guidance.

**C. Third Party Subaward.** 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.** 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 to that a Subcontractor:

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Agreement;
- ii. Does not determine client eligibility for the federal program; and
- 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.

See 2 CFR §200.330 for more guidance.

**E. Third Party Subcontract.** 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.** 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 Recipient Agreement between the City and the Federal awarding agency or in this Agreement, 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 the following:
- 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 (3) 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; and
  - 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:
- i. 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; maintaining records sufficient to detail the history of procurements;
  - ii. Providing full and open competition as per 2 CFR § 200.319; and
  - iii. 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 §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 percent 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; and
  - 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 percent 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 40 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 40 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 that employee’s 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 40 hours without payment of the overtime wages required by paragraph B.

**D. Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

**X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests.** *(2 CFR §200 Appendix II(f) and 2 CFR §200.315)*

**A.** Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this Agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).

**B.** The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a

royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

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

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

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

- A. **Subrecipient hereby certifies**, to the best of his or her knowledge and belief, that"
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts,

Subgrants, and Contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XIII. Single Audit Requirements**

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

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

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding Agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency’s mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the 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. U.S. Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions);
- ii. U.S. Department of Housing and Urban Development: (no exceptions or additions);
- iii. U.S. Department of Education: (no exceptions); and
- iv. U.S. 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.

## **Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement**

- I.** Subrecipient shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
  - A.** The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project.
- II.** Subrecipient shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.
- III.** In the case of a project that provides housing or services to families, the Subrecipient shall designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.
- IV.** The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- V.** Subrecipient shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).

### Appendix H, Permitted Subcontractors

Name
Solutions SF
Renoir Staffing
NPM Staffing/InterSolutions, LLC
Premier Staffing
Mennonite Missionary Network
SF Patrol Special