

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE GRANT

AGREEMENT BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

SAN FRANCISCO-MARIN FOOD BANK

This **AMENDMENT** of the, **JULY 1, 2020** Grant Agreement (the "Agreement") is dated as of **OCTOBER 16, 2021** and is made in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO-MARIN FOOD BANK, 900 PENNSYLVANIA AVE, SAN FRANCISCO CA 94107** ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was procured as required through a sole source waiver issued on 9/8/21 and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Amendment by RESOLUTION NUMBER 498-21 on October 20, 2021; and

WHEREAS, the Grant is funded with Federal dollars, CFDA #97.036, #14.218, and #21.019; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **extend the grant term, increase the grant amount, and update standard contractual clauses** and,

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

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2020** between Grantee and City.

First Amendment, dated **March 16, 2021**

b. Contract Monitoring Division. Contract Monitoring Division.

Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

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

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

(a) **Article 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2020** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **March 15, 2021**.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2020** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30 2022**.

(b) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Fourteen Million, Eight Hundred Fifty One Thousand, Eight Hundred Twenty Five Dollars (\$14,851,825)** for the period from **July 1, 2020 to December 31, 2021, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Six Hundred Seventy Five Thousand Dollars (\$675,000) for the period from July 1, 2020 to December 31, 2021, may be available, in the City’s sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Fifteen Million, Five Hundred Twenty Six Thousand, Eight Hundred Twenty Five Dollars (\$15,526,825)** for the period from **July 1, 2020 to December 31, 2021.**

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

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty-Two Million, Two Hundred Seventy-Six Thousand, Eight Hundred Twenty-Five Dollars (\$22,276,825)** for the period **from July 1, 2020 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Six Hundred Seventy-Four Thousand, Eight Hundred Twenty Dollars (\$674,820) for the period from **July 1, 2020 to June 30, 2022, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Twenty-Two Million, Nine Hundred Fifty-One Thousand, Six Hundred Forty-Five Dollars (\$22,951,645)** for the period from **July 1, 2020 to June 30, 2022.**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix **B-2**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-2** specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (c) **Appendix A-1.** Appendix A-1 Scope of Services, of the Aforesaid Agreement, describes the services to be provided. Such section is hereby superseded in its entirety by Appendix **A-2**, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.
- (d) **Appendix B-2.** Appendix B-2 Calculation of Charges, is hereby added in its entirety in the amount of **\$6,750,000**, which displays the budget for the additional services included in this Modification Agreement.

- (e) **Appendix C.** Appendix C Method of Payment, of the Aforesaid Agreement, describes the method of payment to grantee. Such section is hereby superseded in its entirety by Appendix **C-1**, which includes federal funding sources.
- (f) **Appendices I, J, K.** Additional Federal Funding Award Information and Requirements Appendices. Appendices I, J, and K are hereby added in their entirety, which describe the federal funding award information and requirements.
- (g) **17.6 Entire agreement** section 17.6 is hereby replaced in its entirety to read as follows:

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

Appendix A-2, Services to be Provided
Appendix B, Budget – 7/1/20-3/15/21
Appendix B-1, Budget – 3/16/21-12/31/21
Appendix B-2, Budget – 10/16/21-6/30/22
Appendix C-1, Method of Payment
Appendix D, Permitted Subcontractors
Appendix E, FEMA Contract Requirements
Appendix F, Local Emergency Declaration
Appendix G, COVID-19 Essential Service Contract Health Benefits
Appendix H, Fourteenth Supplement To Mayoral Proclamation Addendum
Addendum Appendix I, Federal Award Information
Addendum Appendix J, Federal Requirements Subrecipients
Addendum Appendix K, CDBG Federal Requirements Subrecipients

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

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

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

CITY
HUMAN SERVICES AGENCY

DocuSigned by:
Trent Rhorer 11/29/2021
By: 9753A8870BB74EE... Date
Trent Rhorer
Executive Director
Human Services Agency

GRANTEE:
SAN FRANCISCO-MARIN FOOD BANK

DocuSigned by:
Tanis Crosby 11/23/2021
By: DAEAC2DB97404DA... Date
Tanis Crosby
Executive Director
900 Pennsylvania Avenue
San Francisco, CA 94107
Phone: 415-282-1900 ext. 229

Federal Tax ID #: 94-3041517
Supplier ID Number: 0000011589

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
David Ries 11/24/2021
By: EFF1B6C5BE4244A...
David K. Ries
Deputy City Attorney

Appendix A-2 – Services to be Provided

SAN FRANCISCO-MARIN FOOD BANK

COVID-19 Food Assistance Program
Effective 07/01/2020 – 6/30/2022

I. Purpose

In response to the Nationwide Emergency Declaration on March 13, 2020 for Coronavirus Disease 2019 (COVID-19), and the recognition that feeding support may be necessary to save lives and protect health and safety during this public health emergency, this grant will provide supplemental groceries to San Francisco residents affected by COVID-19. The grant includes:

1. Reducing the spread of COVID-19 by providing home-delivered groceries to COVID-vulnerable individuals in need of additional food resources to remain sheltering in place.
2. Supplementing the food budgets of individuals economically affected by COVID-19 by providing pop-up pantries, and ensuring access to healthy supplemental food sources.

II. Definitions

Grantee	San Francisco-Marin Food Bank
CARBON	Contracts Administration, Reporting, and Billing On-line System
COVID Command Center (CCC)	The City's response to the COVID-19 pandemic, with the purpose of ensuring the health and safety of COVID-vulnerable populations and essential workers, reducing COVID transmission throughout San Francisco, responding to medical surge, prioritizing equity, and representing community needs through response planning and implementation, maintaining strategic public education campaigns highlighting data, response, operations, public expectations and requirements, and coordinating with citywide re-opening and recovery initiatives.
COVID-19	A disease caused by the coronavirus SARS-CoV-2. The symptoms of COVID-19 include cough, fever, and shortness of breath. Doctors and researchers continue to learn more about the disease, so information about symptoms, prevention, and treatment may change as more data becomes available.

COVID-vulnerable	<p>A person who is more likely than others to become severely ill from COVID-19, which means that they may require hospitalization, intensive care, or a ventilator to help them breathe, or they may even die. This includes older adults, age 65 and over, and people with certain underlying medical conditions.</p> <p>https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-increased-risk.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fneed-extra-precautions%2Fpeople-at-higher-risk.html</p>
CRFC	<p>California Retail Food Code establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local health agencies to enforce these provisions.</p>
Disability	<p>Mental, cognitive and/or physical impairments, including hearing and visual impairments, that result in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, and self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment.</p>
Frail	<p>An individual determined to be functionally impaired in one or both of the following areas: (a) unable to perform two or more activities of daily living (such as bathing, toileting, dressing, eating, and transferring) without substantial human assistance, including verbal reminding, physical cueing or supervision; (b) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individuals or others.</p>
LGBTQ+	<p>An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their birth sex. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender non-binary.</p>
Low-Income	<p>At or below 100% of federal poverty level. This is only to be used by consumers to self-identify their income status, not to be used as a means test to qualify for the program.</p>

Minority	An ethnic person of color who is any of the following: a) Black – a person having origins in any of the Black racial groups of Africa, b) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race, c) Asian/Pacific Islander – a person whose origins are from India, Pakistan or Bangladesh, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Territories of the Pacific including the Northern Marianas, d) American Indian/Alaskan Native – an American Indian, Eskimo, Aleut, or Native Hawaiian. Source: California Code of Regulation Sec. 7130.
OCM	Office of Contract Management, San Francisco Human Services Agency
Pantry at Home	A temporary grocery delivery program provided by the San Francisco-Marin Food Bank to COVID-vulnerable individuals in need of additional food resources to remain sheltering in place to prevent the spread of COVID-19.
Pop-up Pantry	A temporary food distribution site run by the San Francisco-Marin Food Bank that distributes grocery bags directly to those in need of food assistance because of COVID-19.
SF-HSA	Human Services Agency of the City and County of San Francisco
SOGI	Sexual Orientation and Gender Identity; <i>Ordinance No. 159-16</i> amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (<i>Chapter 104, Sections 104.1 through 104.9</i>).
Unduplicated Consumer (UDC)	An individual who receives groceries provided by the Grantee, and who is enrolled in the Grantee’s data system for the program.

III. Target Population

The target population is individuals living in the City and County of San Francisco who are in need of supplemental food support.

Grantee shall additionally target services to members of one or more of the following groups identified as demonstrating the greatest economic and social need:

- COVID-vulnerable populations
- Populations sheltering in place
- Populations most at risk for COVID-19
- Populations economically impacted by COVID-19
- Low Income
- Limited or no English speaking proficiency
- Minority populations
- Frail
- LGBTQ+

IV. Eligibility for Services

1. Pop-up Pantry: a person who is a resident of San Francisco.
2. Pantry at Home Program: a person who is a resident of San Francisco and meets at least one of the following criteria:
 - Is 65 years or older
 - Has an underlying health condition that puts them at greater risk for complications from COVID-19
 - Has difficulty attending a food pantry due to a physical or cognitive disability
 - Is a family with at least one child under the age of two

V. Location and Time of Services

The grantee will provide supplemental groceries in the City and County of San Francisco; service and delivery times are determined by the Grantee with approval by HSA.

VI. Description of Services and Program Requirements

1. Grantee will develop and maintain policies and procedures for the operation of all programs in this grant.
2. Grantee shall provide, at minimum, the number of grocery bags to the target population, as indicated in Table A below. The provision of grocery bags will include the following:
 - i. Grantee will establish pop-up pantries in areas that optimally target large populations of individuals affected by COVID-19. The sites are

- located in the various neighborhoods and/or districts as indicated in the HSA approved site chart.
- ii. Grantee will maintain a Pantry at Home program for individuals determined eligible by the grantee.
3. Grantee will ensure that the procurement of food and the packing and distribution of grocery bags meet the state and local food safety and sanitation requirements, and the standards described in the most recent California Retail Food Code (CRFC).
 4. Grantee shall meet, at minimum, the grocery standards as outlined below:
 - i. Grocery bags shall at minimum include sufficient supplies for seven (7) meals for a single person household, include a protein, a grain product and fresh produce, and shall be 18-28 pounds of food. The grocery bags shall feature fresh and seasonal produce, such as: oranges, potatoes, onions, carrots, broccoli, cauliflower, cabbage, eggplant, squash, lettuce, melons, apples, pears, kiwi, peaches, plums, and nectarines. The grocery bags will also include protein (such as eggs, poultry, nut butter, tuna, and dried beans) and grains (such as bread, pasta, rice, and oatmeal). Other fresh, frozen, canned, and dry goods will be added when availability allows, including dairy (such as yogurt or cottage cheese).
 - ii. Grantee will have quality control policy and procedures in place to ensure that groceries distributed are of high quality and fall within code extension dates.
 - iii. Grantee will outreach to food suppliers to increase donations of culturally appropriate foods in its general food supply. When available, Grantee will ensure culturally appropriate foods are provided to target populations.
 5. Grantee will have on file a current agreement with partner agencies and pop-up pantry locations.
 6. Grantee will administer a consumer satisfaction survey using a survey tool approved by HSA/CCC. The survey results will be shared with HSA/CCC by March 15th or on a mutually agreed upon date between CCC and the Grantee.
 7. Grantee will ensure adequate and culturally competent staffing (paid and/or volunteer) to administer the program and deliver quality services to meet the needs of the consumers.

VII. Service Objectives

1. For the grant term, Grantee will at minimum provide the units of service detailed in Table A below:

Table A	# Unduplicated Consumers	# Grocery Bags
Pop-Up Pantries	13,000	1,058,103
Pop-Up Pantry Drive-Through	1,000	36,105
Pantry at Home	7,000	433,146
Pantry at Home Expansion for Families	3,500	67,725
Total	24,500	1,595,079

VIII. Outcome Objectives

1. Clients rate the quality of groceries as excellent or good. Target: 80%
2. Clients are able to shelter in place during COVID-19 more easily because of the groceries they receive. Target: 80%
3. Clients feel less worried about getting enough food to meet their needs. Target: 80%

IX. Reporting Requirements

1. Grantee will enroll eligible consumers into the program funded through this grant agreement in grantee's data system, when applicable. Grantee will document enrollment eligibility and services provided. Grantee will provide client level demographic reports to HSA/CCC, as requested.
2. Grantee will share with HSA on a monthly basis:
 - Number of grocery bags distributed at pop-up pantries
 - Number of unduplicated consumers served at pop-up pantries
 - Number of grocery bags delivered through Pantry at Home program
 - Number of unduplicated consumers served through Pantry at Home program
3. Grantee will enter monthly reports and metrics into the CARBON database system by the 15th of the following month that includes the following information:

- Number of unduplicated consumers
 - Number of grocery bags distributed
4. Grantee will enter the annual outcome objective metrics identified in Section VIII of the Appendix A in the CARBON database by the 15th of the month following the end of the program year.
 5. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to HSA no later than July 31 each grant year. This report must be submitted to the CARBON system.
 6. Grantee shall develop and deliver ad hoc reports as requested by HSA/CCC.
 7. Grantee program staff will complete a data security awareness training on an annual basis; Grantee will maintain evidence of staff completion of this training.
 8. Grantee shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable.
 9. Grantee shall develop a transition plan for the Pantry at Home and Pop-up Pantry programs in the event that it is no longer necessary to provide services to individuals as a result of the COVID-19 pandemic.
 10. Grantee will develop a grievance policy with approval from HSA/CCC.
 11. Grantee will assure that services delivered are consistent with professional standards for this service.
 12. For assistance with reporting requirements or submission of reports, contact:

Rocio.Duenas@sfgov.org
Contract Manager, Office of Contract Management

or

Cathy.Huang@sfgov.org
Nutritionist, Food Coordination Group

X. Monitoring Activities

1. Program Monitoring: Program monitoring will include review of compliance to specific program standards or requirements; client eligibility and targeted mandates, back up documentation for the units of service and all reporting, and progress of service and outcome objectives; how participant records are collected and maintained; maintenance of service unit logs; agency and organization standards, which include current organizational chart, evidence

of provision of training to staff regarding the Elder Abuse Reporting; evidence of provision of the Security Awareness training to staff; program operation, which includes a review of a written policies and procedures manual of all CCC-funded programs, written project income policies if applicable, grievance procedure posted in the center/office, and also given to the consumers who are homebound, hours of operation are current according to the site chart; a board of directors list and whether services are provided appropriately according to Sections VI and VII, the log of service units which are based on the hours of scheduled activities; documentation that shows reported units of service are based on scheduled activities at the site, not activities that are always available at the facility such as cards or pool; translation and social services are based on staff hours.

2. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of the Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, MOUs, the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	C	D	E
1	BUDGET FORMS			Appendix B-2, page 1
2				9/1/2021
3	HUMAN SERVICES AGENCY			
4	BUDGET FORMS			
5	San Francisco-Marín Food Bank		Grant Term	
6	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>			
7	Effective Date of Mod: 10/16/21		No. of Mod: 2 10/16/21 to 6/30/22	
8	Program: COVID-19 Food Assistance		TOTAL	
9	Annual #Grocery Bags Contracted	374,195	374,195	Average cost/meal
10	Program Term	Modification 10/16/21 to 6/30/22	10/16/21 to 6/30/22	
11	HSA Expenditures			
12	Salaries & Benefits	\$1,361,793	\$1,361,793	\$3.64
13	Operating Expense	\$3,161,078	\$3,161,078	\$8.45
14	Subtotal	\$4,522,871	\$4,522,871	\$12.09
15	Indirect Percentage (max 10%)	15%	\$0	
16	Indirect Cost (Line 15 X Line 14, check Gen.Guidance regarding indirect exclusion)	\$678,430	\$678,430	\$1.81
17	Capital Expenditure	\$1,548,700	\$1,548,700	
18	TOTAL HSA EXPENDITURES	\$6,750,000	\$6,750,000	\$13.90
19				
20	Non-HSA Expenditures			
21	Salaries & Benefits	\$873,674	\$873,674	\$2.33
22	Operating Expense	\$11,368,688	\$11,368,688	\$30.38
23	Capital Expenditure			
24	TOTAL Non-HSA EXPENDITURES	\$12,242,362	\$12,242,362	\$32.72
25				
26	TOTAL HSA & Non-HSA EXPENDITURES	\$18,992,362	\$18,992,362	\$46.62
27				
28	HSA Revenues			
29	Food Bags	\$5,201,300	\$5,201,300	
30	Drive-Thru Food Boxes	\$1,245,600	\$1,245,600	
31	Culturally-Responsive Menu Pilot	\$303,100	\$303,100	
34	TOTAL HSA REVENUES	\$6,750,000	\$6,750,000	
36	Non-HSA Revenues			
37	Project Income			
38	Agency Cash - Fundraising			
39	Agency In-Kind Volunteer	\$873,673	\$873,673	
41	Agency In-Kind Donated Food	\$11,068,688	\$11,068,688	
42	Agency In-Kind Donated Delivery	\$300,000	\$300,000	
43				
44	TOTAL NON HSA REVENUES	\$12,242,361	\$12,242,361	
46	TOTAL REVENUES	\$18,992,361	\$18,992,361	
50	Prepared by: Michael Braude		Date:9/1/21	
51	HSA-CO Review Signature:			
52	HSA #1		Form Rev. 12/22/16	

	A	B	C	D	E	F	H	I	
1	San Francisco-Marín Food Bank							Appendix B-2, page 2	
2	Program Name:							9/1/21	
3	COVID-19 Food Assistance Program								
4									
5									
6									
7									
8	H.S.A						Modification 10/16/21 to 6/30/22	TOTAL 10/16/21 to 6/30/22	
9	POSITION TITLE and NAME	Agency Totals Annual Full Time Salary for FTE	Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE		Budgeted Salary	Budgeted Salary	
10	Director of Programs	\$112,153	100%	54%	0.54		\$61,068	\$61,068	
11	Pop-Up Manager	\$82,392	100%	36%	0.36		\$29,909	\$29,909	
12	Pop-Up Supervisors	\$55,202	100%	109%	1.09		\$60,116	\$60,116	
13	Pop-Up Site Leads	\$50,825	100%	417%	4.17		\$212,172	\$212,172	
14	Pop-Up Enrollment Associate	\$44,196	100%	172%	1.72		\$76,206	\$76,206	
15	Pop-Up Associates (Bag Packing)	\$41,454	100%	254%	2.54		\$105,337	\$105,337	
16	Pop-Up Associates (Supply Mgmt.)	\$41,454	100%	54%	0.54		\$22,572	\$22,572	
17	Pop-Up Drivers	\$50,086	100%	145%	1.45		\$72,726	\$72,726	
18	Pantry at Home Site Manager	\$75,000	100%	36%	0.36		\$27,225	\$27,225	
19	Pantry at Home Ops Supervisor	\$55,202	100%	36%	0.36		\$20,039	\$20,039	
20	Pantry at Home Coordinator	\$54,080	100%	73%	0.73		\$39,263	\$39,263	
21	Pantry at Home Ops Associates	\$41,454	100%	109%	1.09		\$45,144	\$45,144	
22	Pantry at Home CC Supervisor	\$69,340	100%	36%	0.36		\$25,171	\$25,171	
23	Pantry at Home CC Associates	\$44,196	100%	182%	1.82		\$80,217	\$80,217	
24	Pantry at Home Volunteer Project Leader	\$38,563	100%	218%	2.18		\$83,992	\$83,992	
25	Food Sourcing & Allocation Manager	\$71,663	100%	39%	0.39		\$28,261	\$28,261	
26	Director of Operations	\$118,053	100%	31%	0.31		\$36,899	\$36,899	
27	Warehouse Workers	\$46,858	100%	84%	0.84		\$39,168	\$39,168	
28	Volunteer Services Manager	\$65,978	100%	36%	0.36		\$23,951	\$23,951	
29	TOTALS	\$ 1,158,149	1900%	2124%	21.23590547		\$1,089,434	\$1,089,436	
30									
31	FRINGE BENEFIT RATE	25.0%							
32	EMPLOYEE FRINGE BENEFITS	\$ 289,537					\$272,359	\$272,359	
33									
34									
35	TOTAL HSA SALARIES & BENEFITS	\$ 1,447,686					\$1,361,793	\$1,361,795	
36									
37									
38	Non - H.S.A.							TOTAL	
39	POSITION TITLE and NAME	Agency Totals Annual Full Time Salary for FTE	Total % FTE (a)	% Nutr Prog (b)	Adjusted Nutr FTE		Budgeted Salary	Budgeted Salary	
40	Pantry at Home Volunteers	\$ 29,120	100%	1091%	10.91		\$317,700	\$317,700	
41	Pop-Up Site Volunteers	\$ 29,120	100%	1309%	13.09		\$381,239	\$381,239	
42									
43	TOTAL NON-H.S.A.	\$ 58,240	200%	2400%	2400%		\$698,939	\$698,939	
44									
45	FRINGE BENEFIT RATE	25.0%							
46	EMPLOYEE FRINGE BENEFITS	\$ 14,560					\$174,735	\$174,735	
47									
48									
49	TOTAL Non-H.S.A. SALARIES & BENEFITS	\$ 72,800					\$873,674	\$873,674	
50									
51	TOTAL HSA & Non-HSA SALARIES & BENEFITS	\$ 1,520,486					\$2,235,466	\$2,235,469	
52	HSA #2								

	A	B	C	D	F	G	
1	San Francisco-Marin Food Bank					Appendix B-2, page 3	
2	Program Name:					9/1/21	
3	COVID-19 Food Assistance Program						
4	Operating Expense Detail						
7	H.S.A	Annual #Meals Contracted:		374,195	TOTAL		
8	<u>Expenditure Category</u>	Term:		Modification 10/16/21 to 6/30/22	10/16/21 to 6/30/22		
9	Rental of Property			\$52,079	\$52,079		
10	Utilities(Elec, Water, Gas, Phone, Scavenger)			\$50,447	\$50,447		
11	Office Supplies, Postage			\$14,865	\$14,865		
12	Building Maintenance Supplies and Repair			\$30,316	\$30,316		
13	FOOD COSTS						
14	Raw Food	<i>per bag</i>	\$ 5.60	\$1,308,650	\$1,308,650		
15	Cong Food Svc Supplies	<i>per meal</i>	\$ -				
16	HDM Food Svc Supplies	<i>per meal</i>	\$ -				
17	Catered Meals	<i>per meal</i>	\$ -				
18	CONSULTANT/SUBCONTRACTOR Descriptive Title						
19	Contracted Bag Packing & Line Mgmt. Labor for PUP			\$541,642	\$541,642		
20	Contracted Bag Packing Labor for P@H			\$200,089	\$200,089		
21	Contracted Delivery Service for P@H			\$382,486	\$382,486		
22	OTHER COSTS:						
23	Insurance			\$29,061	\$29,061		
24	Staff Training & Travel			\$7,319	\$7,319		
25	Food Storage & Distribution			\$200,648	\$200,648		
26	Equipment/Transportation			\$298,225	\$298,225		
27	Occupancy			\$3,471	\$3,471		
28	Program Support (background checks, misc. supplies)			\$40,552	\$40,552		
29	Volunteer Support (recruitment, scheduling, and recognition)			\$1,229	\$1,229		
30							
31	TOTAL HSA OPERATING EXPENSE			\$3,161,078	\$3,161,078		
33	Non-H.S.A.					TOTAL	
34	<u>Expenditure Category</u>						
35	Rental of Property						
36	Utilities(Elec, Water, Gas, Phone, Scavenger)						
39	FOOD COSTS						
40	Raw Food	<i>per meal</i>	\$ -				
41	Cong Food Svc Supplies	<i>per meal</i>	\$ -				
42	HDM Food Svc Supplies	<i>per meal</i>	\$ -				
43	Catered Meals	<i>per meal</i>	\$ -				
44	Donated Food (17 lbs/bag x \$1.74/lb)			\$11,068,688	\$11,068,688		
48	OTHER COSTS:						
56	Donated Delivery Services			\$300,000	\$300,000		
57							
59	TOTAL Non-HSA OPERATING EXPENSE			\$11,368,688	\$11,368,688		
60							
61	TOTAL HSA & Non-HSA OPERATING EXPENSE			\$14,529,766	\$14,529,766		
66	HSA #3	Form Rev. 12/22/16					

	A	B	D	E
1	San Francisco-Marin Food Bank		Appendix B-2, Page 4	
2	Program Name:		9/1/21	
3	COVID-19 Food Assistance Program			
4				
5	Capital/Other Expenditure Detail			
6				
7	TOTAL			
8	H.S.A.		Modification 10/16/21 to 6/30/22	10/16/21 to 6/30/22
9	No.	ITEM/DESCRIPTION		
10		Drive-Thru Distribution Food Boxes (41,250 boxes at \$30 each; replacement for boxes previously provided through discontinued Federal CFAP program)	\$1,245,600	\$1,245,600
11		Culturally-Responsive Menu Pilot (60,620 UOS at \$5 each; additional cost to add culturally-responsive items to our menu at pilot distribution sites)	\$303,100	\$303,100
12				
13				
14				
15				
16				
17				
18	TOTAL HSA CAPITAL & OTHER COST		\$1,548,700	\$1,548,700
19				
20	Non-H.S.A.			
21		ITEM/DESCRIPTION		
22				
23				
24				
25				
26				
27	TOTAL NON-HSA CAPITAL & OTHER COST			
28				
29	TOTAL HSA & NON-HSA CAPITAL & OTHER EXPENDITURE		\$1,548,700	\$1,548,700
30				
31	HSA #4			

Appendix C-1 Method of Payment

- I. In accordance with Section 3 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.

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

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

- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>

- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.

- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after

services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:
Funding Agency: CFDA or other Identification #:
 1. Disaster Grants - Public Assistance/Presidentially Declared Disasters (CFDA #97.036)
 2. DBG-CV (CFDA #14.218)
 3. Coronavirus Relief Fund (CFDA #21.019)

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

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

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.

2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
 3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.
- X. Timely and Complete Submission of Time Study- Failure to submit required time study by specified deadlines may result in withholding of grant payments.

Appendix I - Federal Award Information for Subrecipients

	E	F	G	H	I	J	K	L	M	N	O	P
	Service	Assistance Listing (CFDA)	Assistance Listing (CFDA) Program Title	Other Name, if any	Federal awarding agency	Known (and anticipated) Federal Prime Award Numbers and Award periods	Known Federal Award Date	Federal Award Project Description (from Pass-Through)	Pass-Through Agency (from Federal to CCSF), if applicable	Known (and anticipated) Pass-Through Award Identifying Information and Award periods	Federal award amount, Actual (and Anticipated) to CCSF*	Research & Development Award?
8												
50	Pop Up Pantry (SF Marin Food Bank)	97.036, 14.218, 21.019	Disaster Grants - Public Assistance (Presidentially Declared Disasters), CDBG-CV, CARES CRF	CARES CRF	Department of the Treasury							
51	Pantry@ Home (SF Marin Food Bank)	21.019	Coronavirus Relief Fund	CARES CRF	Department of the Treasury	(under research)	(under research)	The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that— are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021.	(none)	(none)	tbd	No
53	Pantry@ Home (SF Marin Food Bank)	97.036	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	Emergency Protective Measures	Department of Homeland Security Federal Emergency Management Agency (FEMA)	FEMA-DR-4482-CA	(under research)	To assist State, Tribal and local governments and eligible private non-profits in responding to and recovering from the devastating effects of disasters by providing assistance for debris removal, emergency protective measures and the repair, restoration, reconstruction or replacement of public facilities or infrastructure damaged or destroyed as the result of federally declared disaster or emergencies.	California Governor's Office of Emergency Services	(none)	tbd	No

Appendix J

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

I. Definitions

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

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

B. Subaward means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient

- i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
- ii. May determine client eligibility for the federal program
- iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

C. Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

D. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

E. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. Contract Work Hours and Safety Standards *(applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

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

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

- A.** Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed

elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).

- B.** The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C.** The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- D.** The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E.** The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

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

- A.** Subrecipient represents and warrants that it is not
 - (1) Debarred nor suspended from federal financial assistance programs and activities
 - (2) Proposed for debarment
 - (3) Declared ineligible
 - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- B.** Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs as specified above. 2 CFR §180.220.
 - (1) Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and/or including such a clause in their contracts/agreements with the lower level entities. It is also required to check those entities’ status at the System for Award Management (SAM) at www.sam.gov under Search Records prior to awarding the funds and/or establishing the agreement and also on a regular, but at least annual, basis. To ensure accuracy of the verification, Subrecipient should use the lower level entity’s exact name and Unique Entity Identifier (UEI, formerly

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

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

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

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

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

XIII. Single Audit Requirements

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

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

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

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

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.
- B.** Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.
 - i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
 - ii. US Department of Housing and Urban Development: (no exceptions or additions)
 - iii. US Department of Education: (no exceptions).
 - iv. US Department of Agriculture: 2 CFR Part 400

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

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

Appendix K

Federal Requirements for Subrecipients: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds and HUD Community Development Block Grants

I. Definitions

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

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

B. Subaward means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient

- i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
- ii. May determine client eligibility for the federal program
- iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

C. Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

D. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

E. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. Contract Work Hours and Safety Standards *(applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

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

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

- A.** Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed

elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).

- B.** The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C.** The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- D.** The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E.** The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

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

- A.** Subrecipient represents and warrants that it is not
 - (1) Debarred nor suspended from federal financial assistance programs and activities
 - (2) Proposed for debarment
 - (3) Declared ineligible
 - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- B.** Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs as specified above. 2 CFR §180.220.
 - (1) Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and/or including such a clause in their contracts/agreements with the lower level entities. It is also required to check those entities’ status at the System for Award Management (SAM) at www.sam.gov under Search Records prior to awarding the funds and/or establishing the agreement and also on a regular, but at least annual, basis. To ensure accuracy of the verification, Subrecipient should use the lower level entity’s exact name and Unique Entity Identifier (UEI, formerly

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

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

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

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

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

XIII. Single Audit Requirements

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

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

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

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

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.
- B.** Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.
 - i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
 - ii. US Department of Housing and Urban Development: (no exceptions or additions)
 - iii. US Department of Education: (no exceptions).
 - iv. US Department of Agriculture: 2 CFR Part 400

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

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

XVI. Community Development Block Grant Regulations (24 C.F.R. Part 570)

Grantee understands and acknowledges that City is using this Agreement for different types of grants with different grant fund sources, including funds from (i) City's general fund and (ii) the United States Department of Housing and Urban Development ("HUD"), including Community Development Block Grant ("CDBG") funds under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. Sections 5301 et. seq.), as amended.

Grantee agrees to comply with HUD regulations, which are established in the Consolidated Community Development Block Grant (CDBG) Regulations (24 C.F.R. Part 570) and Uniform Guidance requirements in OMB C.F.R. Title 2, Subtitle A, Chapter II, Part 200, Subpart D §200.80, all of which are incorporated herein by this reference.

- A.** Any purchase of property or services under this Agreement must be consistent with the existing and future procurement standards set forth in 24 C.F.R. Part 570 and 2 C.F.R. Part 200, as the same may be amended, supplanted or supplemented from time to time.
- B.** No person providing services under contract with Grantee will receive more than a reasonable rate of compensation for such services paid with the Grant Amount, which amount shall not exceed, on a daily basis, the maximum daily rate of compensation for a GS-18 employee as established by federal law. Adjustments of eligible costs for such services may be made where audit and monitoring reviews indicate that the rates of compensation were not reasonable or exceeded the maximum permissible rates. Services provided under an independent contractor relationship is governed by the Procurement Standards set forth in 2 C.F.R. Part 200 and is not subject to the GS-18 limitation.
- C. Books and Records**

 - i. During the term, and for a period of five (5) years after expiration of the term, Grantee shall create and maintain records that include, but are not limited to, the following information: (i) the specific uses of the Grant Amount and of any other monies used to fund the performance of the Work Program, including records demonstrating that each activity is eligible for reimbursement hereunder; (ii) copies of all invoices, canceled checks, payroll records, attendance records, and any other documentation for costs which have been reimbursed by the Grant Amount, including withholding, social security payments, and other employee/contractor-related payments; (iii) documentation relating to Grantee's tax-exempt status; (iv) Grantee's tax returns and financial statements applicable the term; and (v) financial information as required by the Funding Source, including 24 C.F.R. Part 570.502 for CDBG grants. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to permitted expenses incurred and Grant Amount received and expended under this Agreement. All records shall be maintained in a manner that, in HSA's reasonable judgment, will provide an effective system of internal control and will permit timely and effective audits as required by this Agreement, and for federal Funding Sources, all such records shall also be maintained in accordance with OMB Uniform Guidance requirements in 2 C.F.R. Part 200. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever is later.
 - ii. During the term, and for a period of five (5) years after expiration of the term, Grantee shall also create and maintain records that include the following information: (i) records demonstrating that each activity undertaken meets CDBG program-specific requirements; and (ii) financial information as

required by 24 C.F.R. Part 570.502. All records shall be maintained in accordance with OMB Uniform Guidance requirements in 2 C.F.R. Part 200 and HUD regulations, as applicable.

- D.** This subsection incorporates the conflict of interest provisions of the CDBG regulations (24 CFR 570.611) for the acquisition and disposition of real property and the provision of assistance by Grantee or subgrantees to individuals, businesses, and other private entities under eligible activities.
- i. No persons who (a) is an employee, agent, consultant, officer, or elected official or appointed official of City, or of any designated public agencies, or of Grantee that is receiving CDBG funds and (b) exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG - assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
 - ii. In order to carry out the purposes of this Section, Grantee shall incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under this Agreement, a provision similar to that of this Section. Grantee shall be responsible for obtaining compliance with such provisions by the parties with whom it contracts and, in the event of a breach, shall take prompt and diligent action to cause the breach to be remedied and compliance to be restored.
 - iii. Upon written request of Grantee, HUD may grant an exception to the provisions of this subsection D on a case-by case basis when Grantee has satisfactorily met the threshold requirements, which include (i) a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) an opinion of the City Attorney that the interest for which the exception is sought would not violate State or local law. In determining whether to grant a requested exception that has satisfactorily met the requirements, HUD shall conclude that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the Grantee's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (1) of this Section XVI (C);
- f. Whether undue hardship will result either to Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. Any other relevant considerations.

E. Federal Requirement – In this agreement and all contracts and subcontracts relating thereto, Grantee agrees to comply with the following laws and statutes relating to nondiscrimination: Titles VI and VII of the Civil Rights Act of 1964 (Pub. L. 88-352), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), Section 109 of the Housing and Community Development Act of 1974 (24 U.S.C. Section 5409), and Executive Order 11246, as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 C.F.R. Part 60) regarding equal employment opportunity.

- i. Grantee agrees to post in conspicuous places available to employees and applicants for employment, to place in all solicitations or advertisements for employment, and to send to each labor union or representative of its employees, notices setting forth Grantee's nondiscriminatory practices as required hereunder.
- ii. Grantee shall allow H.S.A. and the Funding Source access to all of its books and records to ascertain compliance with this Section. In the event of Grantee's noncompliance with the nondiscrimination provisions of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and Grantee may be declared ineligible for further government contracts.

- iii. Grantee shall include these nondiscrimination provisions in every subcontract or purchase order unless exempted by Executive Order 11246 so that this Section will be binding on each subcontractor or vendor. Grantee shall take such action with respect to the subcontractor or purchase order as H.S.A. and/or the Funding Source may direct to enforce such provisions, including sanctions.
- iv. Grantee certifies that it does not maintain nor provide for its employees any segregated facilities, and it does not permit its employees to perform services at any location where segregated facilities are maintained. As used herein, the term “segregated facilities” means any areas, which are segregated on the basis of race, creed, color or natural origin, because of habit, local custom or otherwise.

F. If applicable under Title 24 of the Code of Federal Regulations (“C.F.R.”) Part 135, Grantee agrees as follows:

- i. To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. To comply with HUD's regulations 24 C.F.R. Part 135 (the “Part 135 Regulations”), which implement Section 3. As evidenced by their execution of this Agreement, the parties hereto certify that they are under no contractual obligation and they have no other impediment that would prevent them for complying with the Part 135 Regulations.
- iii. To send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other similar understanding, if any, a notice advising the labor organization of workers representative of Grantee's commitments under Section 3, and will post copies of the notice in conspicuous places at all work sites where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions and the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- iv. To include a Section 3 clause similar to this Section XVI (C) in every subcontract subject to compliance with the Part 135 Regulations, and to take appropriate action upon finding that a subcontractor is in violation of the Part 135 Regulations. Grantee shall not subcontract with any subcontractor where Grantee has notice or knowledge that the subcontractor has been found in violation of the Part 135 Regulations.
- v. To certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Part 135 Regulations.
- vi. Grantee hereby acknowledges and agrees that noncompliance with the Part 135 Regulations may result in sanctions, termination of this Agreement (including termination of continued funding under this Agreement), and/or debarment or suspension from future HUD assisted contracts.
- vii. Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (a) the Clean Air Act (42 U.S.C. Sections 7401 et seq.); (b) Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.); (c) Environmental Protection Agency regulations pursuant to 40 C.F.R. Part 50; (d) Flood Disaster Protection Act of 1973 (42 U.S.C. Section 4001); (e) HUD's lead based paint regulations at 24 C.F.R. 570.608; and (f) the National Historic Preservation Act of 1966 (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800 on the Historic Preservation Procedures for Protection of Historic Properties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0H81923 G2 Insurance Services, LLC 601 California Street, Suite 700 San Francisco, CA 94108	CONTACT NAME: PHONE (A/C, No, Ext): (415) 426-6600	FAX (A/C, No): (415) 426-6601	
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED San Francisco Food Bank 900 Pennsylvania Ave San Francisco, CA 94107	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : Cypress Insurance Company (CA)		10855
	INSURER C : Acceptance Casualty Insurance Company		10349
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2295790	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK2295790	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coll Ded.	\$ 3,000
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB775495	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SAWC247503	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess Liability			EMM000099300	7/1/2021	7/1/2022	Limit	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: As per written contract or agreement on file with Insured.

CCSF Human Services Agency, The City and County of San Francisco, its Officers, Agents, & Employees are named additional insured with respects to the operations of the named insured as required by written contract.

Sexual Abuse and Molestation Package policy #PHPK2295790
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City and County of San Francisco, Human Services Agency Office of Contracts Management 1650 Mission Street, Suite 300 San Francisco, CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY G2 Insurance Services, LLC	License # 0H81923	NAMED INSURED San Francisco Food Bank 900 Pennsylvania Ave San Francisco, CA 94107
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 7/1/2021-7/1/2022
 Philadelphia Indemnity Insurance Company
Limits:
 Each Abusive Conduct Limit: \$1,000,000
 Aggregate: \$1,000,000

POLICY NUMBER: PHPK2295790

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City and County of San Francisco and the
San Francisco Port Commission and Their
Officers, Directors, Employees, and Agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is .

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Specific Waiver

Person/Organization: Port of San Francisco, City and county of San Francisco and

Job Description: Distributing food

Waiver Premium:

Class	State	Payroll Subject to Waiver
8018	CA	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2021

Policy No.: SAWC247503

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company