

**CITY AND COUNTY OF SAN FRANCISCO  
HUMAN SERVICES AGENCY**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**MEALS ON WHEELS OF SAN FRANCISCO**

**Grant # 1000035930**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **JULY 1, 2025**, in the City and County of San Francisco, State of California, by and between **MEALS ON WHEELS OF SAN FRANCISCO, 2142 JERROLD AVENUE, SAN FRANCISCO, CA 94124** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **Human Services Agency** (“Department”),

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through RFP#1177 and is consistent therewith; and

**WHEREAS**, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**To provide nutritional meals to eligible older adults via home delivery, and**

**WHEREAS**, the City’s Board of Supervisors approved this Agreement by Resolution **resolution #** on **BOS approval date**; and

**WHEREAS**, the Grant is funded with Federal dollars, CFDA #93.045 CFDA #93.053, and

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

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

## **ARTICLE 1 DEFINITIONS**

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

- (a) **“ADA”** shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) **“Application Documents”** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) **“Budget”** shall mean the budget attached hereto as part of Appendix B.
- (d) **“Charter”** shall mean the Charter of City.
- (e) **“Contractor”** shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **“Controller”** shall mean the Controller of City.
- (g) **“Eligible Expenses”** shall have the meaning set forth in Appendix B.
- (h) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (i) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (l) **“Grant”** shall mean this Agreement.
- (m) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) **“Grant Plan”** shall have the meaning set forth in Appendix A and B.
- (o) **“Indemnified Parties”** shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss

described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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

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

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

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

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

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

**2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY

OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **ARTICLE 3 TERM**

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.** The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2029, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.
- 4.5 Publications and Work Product.**
- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
  - (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
  - (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

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

## ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

### 5.1 Maximum Amount of Grant Funds.

The amount of the Grant Funds disbursed hereunder shall not exceed **Thirty-Three Million, Seven Hundred Fifty-Two Thousand, Thirty-Four Dollars (\$33,752,034)** for the period **from July 1, 2025 to June 30, 2029, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Three Million, Three Hundred Seventy-Five Thousand, Two Hundred Three Dollars (\$3,375,203)** may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty-Seven Million, One Hundred Twenty-Seven Thousand, Two Hundred Thirty-Seven Dollars (\$37,127,237)** for the period **from July 1, 2025 to June 30, 2029.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount

will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

**5.4 State or Federal Funds**

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix H, Appendix I, and Appendix J.
- (c) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate

officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501.

- 5.5 Cost of Doing Business Adjustment.** The City may, acting in its sole discretion, adjust the Grant amount in any year to reflect a Cost of Doing Business (“CODB”) adjustment as authorized by the San Francisco Board of Supervisors. The Board of Supervisors and the Mayor will make the CODB determination annually through the budget process. Grantee understands and agrees that the CODB adjustment is wholly discretionary and not a Grantee entitlement.

## **ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS**

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.



- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- 6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

## **ARTICLE 7 TAXES**

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

purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

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

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

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

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

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

- (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, “immediate family” shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).
- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

## **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

- 9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of

interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

## **ARTICLE 10 INSURANCE**

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.
- (e) **Reserved.**
- (f) **Reserved.**

- 10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees.
  - (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- 10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

## ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

- (a) False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

- (a) Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event

of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request submitted and approved by City prior to the date of termination specified in such notice.

- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

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

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

## **ARTICLE 12**

### **DISCLOSURE OF INFORMATION AND DOCUMENTS**

**12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to

private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

**12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **ARTICLE 13**

### **ASSIGNMENTS AND SUBCONTRACTING**

**13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

**13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

**13.3 Subcontracting.** If Appendix E lists any permitted subcontractors, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subcontractors, then Grantee may subcontract portions of the Grant Plan only upon prior written approval of the City. The Grantee remains responsible for its subcontractors throughout the course of the Grant Agreement.

**(a) Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee.



Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

- (b) Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

## **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.**
- (a)** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
  - (b)** Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
  - (c)** A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other

purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

## **ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS**

- 15.1. Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:

If to the Department or City: **HUMAN SERVICES AGENCY  
DIRECTOR OF CONTRACTS, GB00  
OFFICE OF CONTRACT MANAGEMENT  
P.O. BOX 7988  
SAN FRANCISCO, CA 94120-7988**

If to Grantee: **MEALS ON WHEELS OF SAN FRANCISCO  
2142 JERROLD AVENUE  
SAN FRANCISCO, CA 94124**  
Attn: **Jennifer Steele**  
Email: **jsteele@mowsf.org**

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

## **ARTICLE 16 COMPLIANCE**

- 16.1 Reserved.**

- 16.2 Nondiscrimination Requirements.**

**(a)** Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

**(b) Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Grantee does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

**16.3 Reserved.**

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

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

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

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8 Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <https://www.sf.gov/information/minimum-compensation-ordinance>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

**16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan, or loan guarantee, or for a

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

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

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

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

**16.13 Reserved.**

**16.14 Protection of Private Information.** Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

**16.15 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.** Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients’ sexual orientation and gender identity, and reporting such data to the Department **annually**. In seeking to collect information about clients’ sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health’s Policies and Procedures entitled “Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

**16.17 Consideration of Criminal History in Hiring and Employment Decisions.**

- (a) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The

provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

- (b) The requirements of Article 142 shall only apply to a Grantee's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

**16.19 Reserved.**

**16.20 Distribution of Beverages and Water.**

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**16.21 Compliance with California Department on Aging.** If grant is in excess of \$100,000 in California Department of Aging Funding, grantee is required to complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", Form LLL to be found at:  
[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_2\\_0-V2.0.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_2_0-V2.0.pdf)  
[https://apply07.grants.gov/apply/forms/sample/GG\\_LobbyingForm-V1.1.pdf](https://apply07.grants.gov/apply/forms/sample/GG_LobbyingForm-V1.1.pdf)

## **16.22 Additional Requirements for Federally-Funded Awards**

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

## **16.23 Compliance with Other Laws.**

- (a)** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- (b)** Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/ subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

## **ARTICLE 17 MISCELLANEOUS**

**17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

**17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:
- Appendix A, Services to be Provided**
  - Appendix B, Budget**
  - Appendix C, Method of Payment**
  - Appendix D, Interests in Other City Grants**
  - Appendix E, Permitted Subgrantees**
  - Appendix F, Site Chart**
  - Appendix G, Confidentiality and Privacy**
  - Appendix H, California Department of Aging (CDA) Terms**
  - Appendix I, Federal Award Information**
  - Appendix J, Federal Requirements for Subrecipients**
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:



Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

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

**17.12 Dispute Resolution Procedure.** The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

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

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

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

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

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

**17.15 Compliance with Laws Requiring Access for People with Disabilities.**

**17.15.1** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**17.15.2 Reserved.**

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

CITY

GRANTEE:

DISABILITY AND AGING SERVICES

MEALS ON WHEELS OF SAN FRANCISCO

By: \_\_\_\_\_  
Kelly Dearman  
Executive Director

By: \_\_\_\_\_  
Name: Jennifer Steele  
Title: Executive Director

**Approved as to Form:**

Cell Phone: 859-360-9244

David Chiu  
City Attorney

Federal Tax ID #: 94-1741155  
City Supplier #: 0000015426

DUNS #: 071866057

By: \_\_\_\_\_  
Grace DiLaura  
Deputy City Attorney

**Appendix A – Services to be Provided**  
**Meals On Wheels San Francisco**  
**Home-Delivered Nutrition Services for Older Adults**  
**July 1, 2025 - June 30, 2029**

**I. Purpose**

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

**II. Definitions**

Adult with a Disability	A person 18-59 years of age with a disability.
Assessment (Home-Delivered Nutrition Services)	An assessment conducted by a qualified staff member in the home of an individual within two weeks of beginning meal service and annually thereafter to document the participant's need for service and determine the appropriate type of meal within their living environment. The assessment evaluates physiological, socioeconomic, and psychological factors, including acute or chronic disease, health conditions or syndromes, the presence and adequacy of family/support system, and the individual's functional ability- specifically their capacity to perform activities of daily living (ADLs) and instrumental activities of daily living (IADLs)- which contribute to their need for nutrition and related supportive services. (22 CCR 7638.3)
At Risk of Institutionalization	To be considered at risk of institutionalization, a person must have, at a minimum, one of the following: 1) functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transfer, bathing, toileting, and grooming; or 2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or 3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living (IADLs): preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone.
CARBON	Contracts Administration, Reporting, and Billing On-line System.

CCR-Title 22	California Code of Regulations, Title 22, Social Security, Division 1.8. California Department of Aging.
CDA	California Department of Aging.
City	City and County of San Francisco, a municipal corporation.
Communities of Color	An inclusive term and unifying term for persons who do not identify as White, who have been historically and systemically disadvantaged by institutionalized and interpersonal racism.
CRFC	California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities. (Sec. 113700 et seq., California Health and Safety Code)
DAS	Department of Disability and Aging Services.
DAS Benefits and Resources Hub	A unit within DAS that is equipped to receive calls from the community and provide information, referrals, and assistance for older adults and adults with disabilities, caregivers, and community-based organizations. <a href="https://www.sfhhsa.org/contact-us/locations/das-benefits-and-resources-hub">https://www.sfhhsa.org/contact-us/locations/das-benefits-and-resources-hub</a>
DETERMINE Your Nutritional Health Checklist / DETERMINE Checklist	A screening tool published by the Nutrition Screening Initiative used to identify individuals at nutritional risk. All grantees must use the DETERMINE Checklist to evaluate the nutrition risk status of congregate, to-go, and home-delivered nutrition services program participants.
DGA/Dietary Guidelines for Americans	Evidence-based food and beverage recommendations for Americans ages two (2) and older that aim to promote health, prevent chronic disease, and help people reach and maintain a healthy weight. Published jointly every 5 years by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA).
Disability	A condition or combination of conditions that is attributable to a mental, cognitive or physical impairment, including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: a) Self-care: activities of daily living (ADL), and instrumental activities of daily living (IADL); b) Capacity for independent living and self-direction; c) Cognitive functioning, and emotional adjustment. (CCR Title 22 Sec. 7630)

DRI/ Dietary Reference Intakes	Nutrient reference values published by the Institute of Medicine (IOM) that represent the most current scientific knowledge on nutrient needs of healthy populations.
Food Security Screening	A two-question validated screening tool designed to assess an individual's food security status.
Grantee	Meals on Wheels San Francisco
HACCP	Hazard Analysis of Critical Control Point. A systematic approach to the identification, evaluation, and control of food safety hazards. (CCR Title 22 Sec. 7630)
Home-Delivered Nutrition Services	The delivery of meals by a qualified nutrition service provider to eligible individuals at their place of residence. Meals must comply with the Dietary Guidelines for Americans and meet the Dietary Reference Intakes (DRIs). In addition to meal delivery, services include an initial and annual assessment of each consumer's needs and eligibility; quarterly reassessment to determine continued eligibility; nutrition education; and nutrition risk screening.
LGBTQIA+	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.
Limited English-Speaking Proficiency	Any person who does not speak English well or is otherwise unable to communicate effectively in English because English is not the person's primary language.
Low Income	Having income at or below 100% of the federal poverty line as defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. Eligibility for program enrollment and participation is not means tested. Consumers self-report income status.
Menu Planning and Nutrient Analysis	The development of a menu cycle that complies with the Department of Disability and Aging Services Office of Community Partnerships (DAS OCP) and California Department of Aging (CDA) menu standards, as well as the nutrition requirements of meals. A Registered Dietitian must conduct a nutrient analysis to verify that the menu meets these standards and requirements. (CDA Program Memo 12-17, as amended; California Code of Regulations, Title 22, Section 7638.5)

Nutrition Compliance and Quality Assurance (NCQA)	Nutrition Compliance and Quality Assurance are the required components of congregate, to-go, and home-delivered nutrition services that ensure program integrity and quality. These components include but are not limited to ensuring food safety; certifying menu compliance; providing nutrition education; confirming consumer eligibility; and assessing consumers' physiological, socioeconomic, and psychological well-being, as well as their need for nutrition and other supportive services. NCQA also includes nutrition counseling provided by a registered dietitian, when feasible and appropriate.
Nutrition Education Session	An intervention targeting participants and caregivers that involves the dissemination of information, instruction, or training to support food, nutrition, and physical activity choices and behaviors aimed at maintaining or improving health and addressing nutrition-related conditions. The content is consistent with the Dietary Guidelines for Americans (DGA), accurate, culturally sensitive, regionally appropriate, and takes personal preferences into account. Nutrition education sessions are overseen by a Registered Dietitian. Grantees are required to provide education sessions at least quarterly for program participants and to record the provision of each session, including an estimated number of participants reached, in SF DAS GetCare. (CDA Program Memo 21-23)
Nutrition Requirements of Meals	Each meal provided through congregate, to-go, and home-delivered nutrition services shall comply with the current Dietary Guidelines for Americans (DGA) and provide a minimum of one-third of the Dietary Reference Intakes (DRI), as specified in California Code of Regulations, Title 22, Section 7638.5
Nutrition Risk Screening	Completion of the DETERMINE Checklist to evaluate the nutrition risk status of congregate, to-go, and home-delivered nutrition services program participants.
OAA	Older Americans Act
OCP	Office of Community Partnerships.
Older Adult	A person who is 60 years or older, used interchangeably with "senior."
Older Californians Nutrition Program Title III C1 and C2 (OCNP)	A program that provides nutrition services as authorized by the Older Americans Act of 1965, as amended, and is administered in accordance with the provisions of California Code of Regulations (CCR), Title 22, Chapter 4, Article 5, Section 7630, and was formerly known as the Elderly Nutrition Program (ENP).

Reassessment (Home-Delivered Nutrition Services)	A reassessment conducted quarterly by qualified staff that documents the need for service. Such reassessment shall be done in the home of the participant at least every six months. (CCR Title 22 Sec. 7638.3) Initial and annual assessments conducted in the program participant's home count towards the quarterly reassessment requirement.
Registered Dietitian (RD)/ Registered Dietitian Nutritionist (RDN)	An individual who meets both of the following criteria: 1) Qualified as specified in Sections 2585 and 2586 of the Business and Professions Code, and 2) Registered by the Commission on Dietetic Registration.
Senior	A person who is 60 years or older, used interchangeably with "older adult."
SF DAS GetCare	A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service objectives, run reports, etc.
SFHSA	San Francisco Human Services Agency
Socially Isolated	Having few social relationships and few people to interact with regularly.
SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (Chapter 104, Sections 104.1 through 104.9.)
Supervisory District (District)	There are eleven supervisory districts in the City and County of San Francisco. A map of each district can be found at: <a href="https://www.sf.gov/maps">https://www.sf.gov/maps</a>
Volunteer	A volunteer is an individual who offers their time and services willingly and without compensation to assist the grantee in various activities to support nutrition services.
Unduplicated Consumer (UDC)	An eligible individual who receives meals through the home-delivered nutrition services program and whose participation is documented in SF DAS GetCare by the grantee.



Unit of Service (UOS)	A meal provided to an eligible individual. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. (22 CCR 7638.5, 22 CCR 7638.7)
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### **III. Target Population**

This program is designed to serve all people who can benefit from the services outlined in this Appendix, and particularly those demonstrating the greatest economic and social need. To ensure that the most vulnerable people are aware of and can benefit from this program, grantee shall ensure that program services are accessible to:

- A. Persons with low to moderate income
- B. Persons who are socially isolated
- C. Persons with limited English-speaking proficiency
- D. Persons from communities of color or historically underserved communities
- E. Members of the LGBTQIA+ community
- F. Persons at risk of institutionalization

### **IV. Eligibility for Services**

To be eligible for home-delivered nutrition services, an individual must be:

- A. A person who is sixty (60) years of age or older (older adult), and
- B. A resident of San Francisco, and
- C. In need of home-delivered nutrition services as determined by initial and annual assessments and quarterly reassessments conducted by the grantee.
- D. A spouse or domestic partner of an eligible individual may participate in services if a grantee-conducted assessment determines that such participation is in the best interest of the eligible individual.
- E. An individual with a disability who resides at home with an eligible individual may participate in services if an assessment conducted by the grantee determines that such participation is in the best interest of the eligible individual.

### **V. Description of Services and Program Requirements**

- A. Grantee will develop and maintain nutrition policies and procedures that comply with the nutrition and food service standards set forth by the California Retail Food Code (CRFC), California Code of Regulations (CCR) Title 22, the California Department of Aging (CDA), the Department of Disability and Aging Services Office of Community Partnerships (DAS OCP), and the requirements described in this Appendix A.
- B. Grantee will provide and deliver meals to eligible consumers at their place of residence. Meal delivery must occur within designated geographic areas in the City and County of San Francisco, which must be submitted to and pre-approved by DAS OCP. The grantee's home-delivered nutrition services program must provide consumers with five (5) meals per week. The grantee may offer more than five (5) meals per week—such as seven (7) meals per week or two (2) meals per day—when there is a demonstrated need and the grantee's program model has been reviewed and approved by DAS OCP. The grantee is entitled to invoice for all meals delivered,

even if a consumer receives fewer than five (5) meals in a given week due to a missed delivery or because services were temporarily placed on hold.

- C. Grantee shall provide meals that comply with the California Department of Aging's (CDA) Older Californians Nutrition Program (OCNP) Menu Planning Guidance. Each meal must provide a minimum of one-third of the Dietary Reference Intakes (DRIs) and align with the current Dietary Guidelines for Americans. Meals shall be culturally appropriate for the target population(s) served. Meals may be provided in hot, chilled, or frozen form. In determining the appropriate meal format, the grantee will consider each consumer's ability to safely store and reheat food, as well as their overall nutrition support needs. Texture-modified meals, such as dental-soft options, may also be provided for consumers with chewing difficulties.
- D. Grantee will serve meals in environmentally friendly containers that are reusable, biodegradable, compostable, and/or recyclable. The grantee will comply with the City's Food Service Waste Reduction Ordinance (2007) and the Single-Use Food Ware Plastics Toxics and Litter Reduction Ordinance (2019).
- E. Grantee will employ a qualified manager to oversee the daily management and administrative functions of the home-delivered nutrition services program. The grantee will ensure there is sufficient staff (paid or volunteer) with the necessary education, experience, and cultural competency designated to support the daily operations of the program.
- F. Grantee will manage all aspects of food service, including the procurement, preparation, transportation, and delivery of food and meals. The grantee will ensure compliance with the standards established by the California Retail Food Code (CRFC), California Code of Regulations (CCR) Title 22, and the San Francisco Department of Public Health (SFPDH) Environmental Health Branch. This includes but is not limited to the following:
  - 1. A food facility permit, also known as a health permit, is required for each facility involved in the preparation, handling, and/or serving of food to the public. In addition, the facility must provide a current health inspection report with a "pass" facility rating status, as issued by the Environmental Health Branch of the San Francisco Department of Public Health.
  - 2. A certified food safety manager must be on staff to oversee and manage the day-to-day operations of food service.
  - 3. All staff involved in the preparation, storage, serving, or handling of food and/or meals must engage in approved food safety training.
- G. Grantee will ensure all program staff are oriented and trained to perform their assigned responsibilities and tasks. Training at minimum will include:
  - 1. Food safety, prevention of foodborne illness, and HACCP principles.
  - 2. Instructions on accident prevention, fire safety, first aid, choking, earthquake preparedness, and additional emergency procedures as relevant.
- H. Grantee will provide a minimum of four (4) hours of annual training for paid and volunteer food service staff, including congregate and home-delivered meal staff. The grantee must develop, implement, and maintain a yearly training plan on file. The plan should include the individuals to be trained, the trainer(s), the training content, and the schedule. The content of the training must be reviewed and approved by a Registered Dietitian Nutritionist (RD/RDN). Training sessions will be evaluated by

staff, and documentation, including evaluations and attendance records, must be kept on file by the grantee.

- I.** Grantee will provide the following NCQA activities:
  - 1.** Menu planning and meal analysis shall be conducted twice per year and in accordance with CDA's OCNP Menu Planning Guidance. The grantee must submit the menu cycle with the nutrient analysis for review and approval by DAS OCP at least thirty (30) days in advance of use. The grantee will ensure that food substitutions to originally planned meals are documented and approved by Registered Dietitian Nutritionist (RD/RDN).
  - 2.** HACCP central kitchen and food service monitoring will be conducted at least once per quarter, with a minimum of four (4) monitoring visits during the fiscal year. The monitoring must be conducted and documented by a Registered Dietitian Nutritionist (RD/RDN). Food service monitoring must include the review of end-of-route temperature checks, which should be performed every other week for each route to ensure meals are maintained at safe temperatures throughout delivery.
  - 3.** Home-Delivered Meal (HDM) route monitoring will include, but is not limited to, observation of the packing, transport, and delivery of meals. HDM route monitoring may be conducted and documented by a qualified staff member who has been trained by a certified food safety manager or a Registered Dietitian Nutritionist (RD/RDN). Documentation of the monitoring must be completed within two (2) weeks of the observation. Each of the grantee's HDM routes must be monitored at least two (2) times per fiscal year.
  - 4.** Nutrition education sessions at least once per quarter and a minimum of four (4) times during the fiscal year for consumers participating in services. The grantee will record the delivery of nutrition education sessions in SF DAS GetCare and include the estimated number of participants.
- J.** Grantee will utilize the DAS OCP centralized waiting list on SF DAS GetCare to identify and enroll eligible consumers. Initial eligibility will be determined by the DAS Benefits and Resources Hub through a telephone screening process. The grantee will prioritize selection and enrollment of consumers from the waiting list based on the following criteria:
  - 1.** Cuisine preference: Matching the consumer's preferred cuisine with the options the grantee is funded to provide.
  - 2.** Grantee delivery capacity: Availability of delivery in the designated service area, which may include a supervisorial district, specific zip code, or established delivery route.
  - 3.** Once the cuisine and delivery capacity are met, the grantee will select the consumer with the highest numeric priority score for enrollment from the waiting list.
- K.** Grantee will establish and maintain a consumer enrollment process that includes conducting a home-delivered nutrition services assessment within two weeks of the consumer receiving their first home-delivered meal and annually thereafter. The grantee may begin meal service based on DAS Benefits and Resources Hub's initial determination of eligibility; however, the in-home assessment must be completed within two weeks of the consumer receiving their first meal. Grantees also have the

- option to conduct the in-home assessment prior to the start of meal services. The grantee will document the home-delivered nutrition services assessment and consumer information in SF DAS GetCare within one month of collecting the data, ensuring that all information is accurately recorded. The assessment will:
1. Verify the consumer's need for home-delivered nutrition services.
  2. Screen functional ability through a series of required questions related to activities of daily living (ADL) and instrumental activities of daily living (IADL).
  3. Confirm the appropriateness of the type of meal being provided.
  4. Evaluate the consumer's need for additional nutrition-related or other supportive services.
  5. Obtain consumer demographic and other information as required by federal, state, and local government.
  6. Include completion of a nutrition risk screening using the DETERMINE checklist and a two-question food security screening.
- L.** Grantee, at minimum, will provide consumers with the following information during the enrollment process:
1. Delivery schedule for meals.
  2. Copy of the current monthly menu.
  3. Safe food handling instructions for the meal(s) including reheating instructions if applicable.
  4. Voluntary contribution policy.
  5. Grievance policy.
  6. Information on how to request assistance from the grantee when needed.
- M.** Grantee will conduct and document nutrition service reassessments for program participants on a quarterly basis to confirm continued eligibility for services. Reassessments may be conducted in person or over the phone, however consumers must be assessed in person every other quarter. Reassessments may be conducted by delivery staff or volunteers who have been trained by qualified staff. Initial and annual assessments count towards the quarterly reassessment requirement. The grantee will also establish a disenrollment process for consumers who are no longer eligible or who choose to discontinue services.
- N.** Grantee will offer consumers who receive a meal the opportunity to contribute to the cost of the meal, in accordance with DAS OCP Policy Memorandum No. 5. The Grantee will develop a suggested contribution amount based on the average income range of consumers accessing the home-delivered meal program, as well as the grantee's other funding sources. During the enrollment process, the grantee will provide consumers with written information explaining voluntary contributions and how to make them if they choose to do so. This notification must clearly state that contributions are voluntary, there is no obligation to contribute, and services will be provided regardless of whether a contribution is made. The contribution process must ensure confidentiality, and the grantee must have written procedures in place to safeguard contributions and fees from loss, mishandling, or theft.
- O.** Grantee will have procedures in place to obtain the views of program participants about services received. At minimum, the grantee will develop and administer an annual consumer satisfaction survey to capture feedback on program outcomes and service quality. Both the survey tool and the administration plan must be reviewed

and approved by DAS OCP prior to implementation. Feedback must be collected in a manner that ensures participant anonymity. The results will be shared with DAS OCP by March 15<sup>th</sup> of each grant year, or on a mutually agreed upon date.

- P. Grantee program staff will complete the California Department of Aging (CDA) Security Awareness Training annually, in accordance with the DAS OCP Policy Memorandum No. 45. Within 30 days of their start date, any new employee, subcontractor, or volunteer must also complete this training. The grantee will maintain records of completion. The grantee shall comply with the applicable privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Q. Grantee will ensure that all program staff, regardless of position, receive initial training on elder abuse and mandated reporting. Program staff who interact with consumers must complete this training annually, in accordance with the DAS OCP Policy Memorandum No. 35.
- R. Grantee shall develop a written grievance process for reviewing and resolving service concerns raised by consumers or their authorized representatives regarding DAS-funded programs and their employees or volunteers, in accordance with DAS OCP Policy Memorandum No. 33. This process must ensure that consumers have clearly established rights and due process for timely resolution of their concerns.
- S. Grantee will ensure that DAS funding information is prominently displayed on its websites and publications related to the DAS-funded nutrition program, in accordance with DAS OCP Policy Memorandum No.47.
- T. Grantee will attend in-service trainings and nutrition meetings coordinated and provided by DAS OCP and share the information with their staff and volunteers as needed.
- U. Grantee will arrange for the availability of food to participants during a major disaster where feasible and appropriate.

## VI. Location and Time of Services

The grantee will provide home-delivered nutrition services in the City and County of San Francisco. The grantee, with approval from DAS OCP, will determine the location(s) and time(s) for the provision of home-delivered nutrition services.

## VII. Service Objectives

On an annual basis, the grantee shall meet the following service objectives:

Table A	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Number of Unduplicated Consumers (UDC)	3,700	3,700	3,700	3,700
Number of Meals	1,062,507	1,062,507	1,062,507	1,062,507

## VIII. Outcome Objectives

Measured via a consumer survey with a sample size equal to or greater than forty percent (40%) of the consumer enrollment at the time of distribution.

- A. At least 75% of consumers report an increased consumption of fruits, vegetables, and/or whole grains.

- B. At least 85% of consumers report feeling less worried about getting enough food to meet their needs.
- C. At least 85% of consumers rate the quality of meals they receive as excellent or good.
- D. At least 85% of consumers report that the food support they receive helps them live stably in the community.

## IX. Data Collection and Reporting Requirements

- A. Grantee will provide a monthly report of activities, referencing the tasks described in Section VII & VIII- Service and Outcome Objectives. Grantee will enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month. The report will include, at a minimum: the number of consumers served, number of meals prepared and served, number of consumers denied services, and the amount of voluntary consumer contributions received.
- B. Grantee will submit a quarterly report, along with supporting documentation, to DAS OCP detailing the HACCP activities conducted. Reports are due on the following dates: October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and June 15<sup>th</sup>.
- C. Grantee will provide an annual report summarizing the contract activities, referencing the tasks described in Section VII & VIII- Service and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> day of the month following the end of the program year.
- D. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to SFHSA no later than July 31<sup>st</sup> each year. The grantee must submit the report in the CARBON system.
- E. Grantee will provide Ad Hoc reports as required by the Departments.
- F. Pursuant to California Department of Aging requirements, Grantor reserves the right to reduce funding available for this contract in the event that actual costs are below funding levels initially budgeted for the delivery of services.
- G. Through the Older Americans Act Area Plan development process, the City of San Francisco identifies “Focal Points” which are designed to help older adults and adults with disabilities connect to services throughout the City. These Focal Points are:

Name	Address	Phone
30th Street Senior Center	225 30th St, San Francisco, 94131	415-550-2225
Aquatic Park Senior Center	890 Beach St, San Francisco, 94109	415-202-2982
Bayview Senior Connections	1753 Carroll Ave, San Francisco, 94124	415-822-1444 x1200
Canon Kip Senior Center	705 Natoma, St San Francisco, 94103	415-487-3300
Chi Sing Community Center	3133 Taraval St, San Francisco, 94116	415-533-6859
DAS Benefits and Resource Hub	2 Gough St, San Francisco, 94103	415-355-6700
Downtown SF Senior Center	481 O’Farrell St, San Francisco, 94102	415-202-2982
Geen Mun Activity Center	777 Stockton St, San Francisco, 94108	415-438-9804
Geneva Community Center	5050 Mission St., Suite C, San Francisco 94112	
Mission Neighborhood Centers	362 Capp St, San Francisco, 94110	415-653-5750
Openhouse Bob Ross LGBT Senior Center	65 Laguna St, San Francisco, 94102	415-347-8509

Richmond Senior Center	6221 Geary Blvd, San Francisco, 94121	415-405-4672
Self-Help for the Elderly Social Services Department	829 Kearney St, San Francisco, 94133	415-677-7585
Toolworks	22 Battery St. Suite 300, San Francisco, 94111	415-733-0990
Western Addition Senior Center	1390 1/2 Turk St, San Francisco, 94115	415-921-7805
West Portal Clubhouse	131 Lenox Way, San Francisco, 94127	628-502-0828

For assistance with reporting and contract requirements, please contact:

Jennifer.Grant@sfgov.org  
Contract Manager, Office of Contract Management, SFHSA  
or  
Tiffany.Kearney@sfgov.org  
Program Analyst, DAS OCP

## **X. Monitoring Activities**

- A. Program Monitoring:** Program monitoring will include review of consumer eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives; compliance with specific program standards and requirements; participant record collection and maintenance; reporting performance including monthly service unit reports on SF DAS GetCare; maintenance of service unit logs; agency and organization standards, including current organizational chart; evidence of annual Elder Abuse Reporting training provided to staff and volunteers; evidence of annual California Department of Aging (CDA) Security Awareness training provided to staff and volunteers; program operations, which includes a review of a written policies and procedures manual of all DAS OCP-funded programs, written project income policies if applicable, grievance procedure posted in the center/office, and also given to the consumers who are homebound, hours of operation current and consistent with the site chart; a board of directors list and whether services are provided appropriately according to Sections III through VIII.
- B. Fiscal Compliance and Contract Monitoring:** Fiscal monitoring will include review of the Grantee's organizational budget, general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts, and disbursement journals. The compliance monitoring will include review of the Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, MOUs, the current board roster, and selected board minutes for compliance with the Sunshine Ordinance.

### HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

<b>Grantee/Contractor: Meals On Wheels SF</b>				Full Term:	7/1/25 - 6/30/29
<b>Program: Home Delivered Meals for Older Adults</b>				Effective Date:	7/1/2025
New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Revision <input type="checkbox"/> (Check One)				Modification #	
	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/25 - 6/30/29
<b>Annual # Meals</b>	1,062,507	1,062,507	1,062,507	1,062,507	4,250,028
<b>DAS Expenditures</b>	Original	Original	Original	Original	Total
Salaries & Benefits	\$4,051,050	\$4,051,050	\$4,051,050	\$4,051,050	\$16,204,200
Operating Expenses	\$2,416,385	\$2,416,385	\$2,416,385	\$2,416,385	\$9,665,540
<b>Subtotal</b>	<b>\$6,467,435</b>	<b>\$6,467,435</b>	<b>\$6,467,435</b>	<b>\$6,467,435</b>	<b>\$25,869,740</b>
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Costs (Line 16 X Line 15)	\$970,115	\$970,115	\$970,115	\$970,115	\$3,880,460
Consultant/Subcontractor					
Direct Client Pass-Through					
Capital Expenses					
NCQA Expenditures	\$1,000,458	\$1,000,458	\$1,000,458	\$1,000,458	\$4,001,832
<b>Total DAS Expenses</b>	<b>\$8,438,008</b>	<b>\$8,438,008</b>	<b>\$8,438,008</b>	<b>\$8,438,008</b>	<b>\$33,752,032</b>
<b>Non-DAS Expenditures</b>					
Salaries & Benefits	\$494,334	\$494,334	\$494,334	\$494,334	\$1,977,336
Operating Expenses	\$3,312,203	\$3,312,203	\$3,312,203	\$3,312,203	\$13,248,811
Consultant/Subcontractor					
Direct Client Pass-Through					
Capital Expenses	\$45,946				\$45,946
NCQA Expenditures	\$478,500	\$478,500	\$478,500	\$478,500	\$1,914,000
<b>Total NON-DAS Expenses</b>	<b>\$4,330,983</b>	<b>\$4,285,037</b>	<b>\$4,285,037</b>	<b>\$4,285,037</b>	<b>\$17,186,093</b>
<b>TOTAL DAS AND NON DAS EXPEDITURES</b>	<b>\$12,768,991</b>	<b>\$12,723,045</b>	<b>\$12,723,045</b>	<b>\$12,723,045</b>	<b>\$50,938,125</b>
<b>HSA / DAS Revenues</b>					
General Fund	\$5,344,500	\$5,344,500	\$5,344,500	\$5,344,500	\$21,378,000
State	\$1,766,121	\$1,766,121	\$1,766,121	\$1,766,121	\$7,064,484
Federal	\$1,327,387	\$1,327,387	\$1,327,387	\$1,327,387	\$5,309,548
<b>Total HSA / DAS Revenues</b>	<b>\$8,438,008</b>	<b>\$8,438,008</b>	<b>\$8,438,008</b>	<b>\$8,438,008</b>	<b>\$33,752,032</b>
<b>PER MEAL COST, DAS</b>	<b>\$7.94</b>	<b>\$7.94</b>	<b>\$7.94</b>	<b>\$7.94</b>	<b>\$7.94</b>
<b>NON HSA / DAS Revenues</b>					
Project Income	\$140,983	\$140,983	\$140,983	\$140,983	\$563,931
Agency Cash - Fundraising	\$4,190,000	\$4,144,054	\$4,144,054	\$4,144,054	\$16,622,162
Agency In-Kind/Volunteer					
<b>Total NON HSA / DAS Revenues</b>	<b>\$4,330,982.85</b>	<b>\$4,285,036.85</b>	<b>\$4,285,036.85</b>	<b>\$4,285,036.85</b>	<b>\$17,186,093.40</b>
<b>PER MEAL COST, NON-DAS</b>	<b>\$4.08</b>	<b>\$4.03</b>	<b>\$4.03</b>	<b>\$4.03</b>	<b>\$4.04</b>
<b>TOTAL DAS AND NON DAS REVENUE</b>	<b>\$12,768,991</b>	<b>\$12,723,045</b>	<b>\$12,723,045</b>	<b>\$12,723,045</b>	<b>\$50,938,125</b>
<b>PER MEAL COST, DAS</b>	<b>\$12.02</b>	<b>\$11.97</b>	<b>\$11.97</b>	<b>\$11.97</b>	<b>\$11.98</b>
<b>Prepared by:</b> Danielle Knight, CFO					
<b>Telephone No. &amp; Email:</b>		415-343-1270	dknight@mowsf.org	<b>HSA Budget Form (3/24)</b>	



Grantee/Contractor: Meals On Wheels SF Program: Home Delivered Meals for Older Adults																												Appendix B, Page 2																									
Salaries & Benefits Detail																																																					
DAS Salaries & Benefits		Agency Totals				HSA Program				7/1/25 - 6/30/26				Agency Totals				HSA Program				7/1/26 - 6/30/27				Agency Totals				HSA Program				7/1/27 - 6/30/28				Agency Totals				HSA Program				7/1/28 - 6/30/29				7/1/25 - 6/30/29			
POSITION TITLE		Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Total																					
Drivers (33)		\$46,579	33.00	31.00%	10.23	\$476,503	\$46,579	33.00	31.00%	10.23	\$476,503	\$46,579	33.00	31.00%	10.23	\$476,503	\$46,579	33.00	31.00%	10.23	\$476,503	\$46,579	33.00	31.00%	10.23	\$476,503	\$46,579	33.00	31.00%	10.23	\$476,503	\$1,906,012																					
Kitchen (55)		\$48,449	55.00	51.00%	28.05	\$1,358,994	\$48,449	55.00	51.00%	28.05	\$1,358,994	\$48,449	55.00	51.00%	28.05	\$1,358,994	\$48,449	55.00	51.00%	28.05	\$1,358,994	\$48,449	55.00	51.00%	28.05	\$1,358,994	\$48,449	55.00	51.00%	28.05	\$1,358,994	\$5,435,976																					
Chief of Programs and Operations		\$181,000	1.00	45.00%	0.45	\$81,450	\$181,000	1.00	45.00%	0.45	\$81,450	\$181,000	1.00	45.00%	0.45	\$81,450	\$181,000	1.00	45.00%	0.45	\$81,450	\$181,000	1.00	45.00%	0.45	\$81,450	\$181,000	1.00	45.00%	0.45	\$81,450	\$325,800																					
Director of Home Delivered Meals (HDM)		\$125,000	1.00	45.00%	0.45	\$56,250	\$125,000	1.00	45.00%	0.45	\$56,250	\$125,000	1.00	45.00%	0.45	\$56,250	\$125,000	1.00	45.00%	0.45	\$56,250	\$125,000	1.00	45.00%	0.45	\$56,250	\$125,000	1.00	45.00%	0.45	\$56,250	\$225,000																					
HDM Client Program Specialist		\$60,320	1.00	45.00%	0.45	\$27,144	\$60,320	1.00	45.00%	0.45	\$27,144	\$60,320	1.00	45.00%	0.45	\$27,144	\$60,320	1.00	45.00%	0.45	\$27,144	\$60,320	1.00	45.00%	0.45	\$27,144	\$60,320	1.00	45.00%	0.45	\$27,144	\$108,576																					
HDM Client Support Associate		\$58,912	1.00	45.00%	0.45	\$26,510	\$58,912	1.00	45.00%	0.45	\$26,510	\$58,912	1.00	45.00%	0.45	\$26,510	\$58,912	1.00	45.00%	0.45	\$26,510	\$58,912	1.00	45.00%	0.45	\$26,510	\$58,912	1.00	45.00%	0.45	\$26,510	\$106,040																					
HDM Client Waitlist Manager		\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$153,504																					
HDM Customer Service Lead		\$75,094	0.80	45.00%	0.36	\$27,034	\$75,094	0.80	45.00%	0.36	\$27,034	\$75,094	0.80	45.00%	0.36	\$27,034	\$75,094	0.80	45.00%	0.36	\$27,034	\$75,094	0.80	45.00%	0.36	\$27,034	\$75,094	0.80	45.00%	0.36	\$27,034	\$108,136																					
HDM Manager		\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$85,280	1.00	45.00%	0.45	\$38,376	\$153,504																					
HDM Manager 2		\$66,560	1.00	45.00%	0.45	\$29,952	\$66,560	1.00	45.00%	0.45	\$29,952	\$66,560	1.00	45.00%	0.45	\$29,952	\$66,560	1.00	45.00%	0.45	\$29,952	\$66,560	1.00	45.00%	0.45	\$29,952	\$66,560	1.00	45.00%	0.45	\$29,952	\$119,808																					
HDM Onsite Coordinator		\$52,000	1.00	45.00%	0.45	\$23,400	\$52,000	1.00	45.00%	0.45	\$23,400	\$52,000	1.00	45.00%	0.45	\$23,400	\$52,000	1.00	45.00%	0.45	\$23,400	\$52,000	1.00	45.00%	0.45	\$23,400	\$52,000	1.00	45.00%	0.45	\$23,400	\$93,600																					
HDM Senior Intake Coordinator		\$66,600	1.00	45.00%	0.45	\$29,970	\$66,600	1.00	45.00%	0.45	\$29,970	\$66,600	1.00	45.00%	0.45	\$29,970	\$66,600	1.00	45.00%	0.45	\$29,970	\$66,600	1.00	45.00%	0.45	\$29,970	\$66,600	1.00	45.00%	0.45	\$29,970	\$119,880																					
Home Delivered Meals (HDM) Safety Board L		\$60,573	1.00	45.00%	0.45	\$27,258	\$60,573	1.00	45.00%	0.45	\$27,258	\$60,573	1.00	45.00%	0.45	\$27,258	\$60,573	1.00	45.00%	0.45	\$27,258	\$60,573	1.00	45.00%	0.45	\$27,258	\$60,573	1.00	45.00%	0.45	\$27,258	\$109,032																					
Home Delivered Meals Intake Coordinator		\$56,160	1.00	45.00%	0.45	\$25,272	\$56,160	1.00	45.00%	0.45	\$25,272	\$56,160	1.00	45.00%	0.45	\$25,272	\$56,160	1.00	45.00%	0.45	\$25,272	\$56,160	1.00	45.00%	0.45	\$25,272	\$56,160	1.00	45.00%	0.45	\$25,272	\$101,088																					
Executive Assistant to the COO		\$82,880	1.00	30.00%	0.30	\$24,864	\$82,880	1.00	30.00%	0.30	\$24,864	\$82,880	1.00	30.00%	0.30	\$24,864	\$82,880	1.00	30.00%	0.30	\$24,864	\$82,880	1.00	30.00%	0.30	\$24,864	\$82,880	1.00	30.00%	0.30	\$24,864	\$99,456																					
Executive Chef		\$129,449	1.00	50.00%	0.50	\$64,725	\$129,449	1.00	50.00%	0.50	\$64,725	\$129,449	1.00	50.00%	0.50	\$64,725	\$129,449	1.00	50.00%	0.50	\$64,725	\$129,449	1.00	50.00%	0.50	\$64,725	\$129,449	1.00	50.00%	0.50	\$64,725	\$258,900																					
Procurement/Purchasing Manager		\$122,245	1.00	50.00%	0.50	\$61,123	\$122,245	1.00	50.00%	0.50	\$61,123	\$122,245	1.00	50.00%	0.50	\$61,123	\$122,245	1.00	50.00%	0.50	\$61,123	\$122,245	1.00	50.00%	0.50	\$61,123	\$122,245	1.00	50.00%	0.50	\$61,123	\$244,492																					
Receiving Warehouse Associate		\$47,840	1.00	50.00%	0.50	\$23,920	\$47,840	1.00	50.00%	0.50	\$23,920	\$47,840	1.00	50.00%	0.50	\$23,920	\$47,840	1.00	50.00%	0.50	\$23,920	\$47,840	1.00	50.00%	0.50	\$23,920	\$47,840	1.00	50.00%	0.50	\$23,920	\$95,680																					
Receiving Warehouse Associate		\$49,538	1.00	50.00%	0.50	\$24,769	\$49,538	1.00	50.00%	0.50	\$24,769	\$49,538	1.00	50.00%	0.50	\$24,769	\$49,538	1.00	50.00%	0.50	\$24,769	\$49,538	1.00	50.00%	0.50	\$24,769	\$49,538	1.00	50.00%	0.50	\$24,769	\$99,076																					
Receiving Warehouse Associate		\$51,520	1.00	50.00%	0.50	\$25,760	\$51,520	1.00	50.00%	0.50	\$25,760	\$51,520	1.00	50.00%	0.50	\$25,760	\$51,520	1.00	50.00%	0.50	\$25,760	\$51,520	1.00	50.00%	0.50	\$25,760	\$51,520	1.00	50.00%	0.50	\$25,760	\$103,040																					
Receiving Warehouse Associate		\$51,124	1.00	50.00%	0.50	\$25,562	\$51,124	1.00	50.00%	0.50	\$25,562	\$51,124	1.00	50.00%	0.50	\$25,562	\$51,124	1.00	50.00%	0.50	\$25,562	\$51,124	1.00	50.00%	0.50	\$25,562	\$51,124	1.00	50.00%	0.50	\$25,562	\$102,248																					
Receiving Warehouse Associate		\$53,658	1.00	50.00%	0.50	\$26,829	\$53,658	1.00	50.00%	0.50	\$26,829	\$53,658	1.00	50.00%	0.50	\$26,829	\$53,658	1.00	50.00%	0.50	\$26,829	\$53,658	1.00	50.00%	0.50	\$26,829	\$53,658	1.00	50.00%	0.50	\$26,829	\$107,316																					
Receiving Warehouse Associate		\$53,452	1.00	50.00%	0.50	\$26,726	\$53,452	1.00	50.00%	0.50	\$26,726	\$53,452	1.00	50.00%	0.50	\$26,726	\$53,452	1.00	50.00%	0.50	\$26,726	\$53,452	1.00	50.00%	0.50	\$26,726	\$53,452	1.00	50.00%	0.50	\$26,726	\$106,904																					
Sr. Warehouse and Receiving Manager		\$90,000	1.00	50.00%	0.50	\$45,000	\$90,000	1.00	50.00%	0.50	\$45,000	\$90,000	1.00	50.00%	0.50	\$45,000	\$90,000	1.00	50.00%	0.50	\$45,000	\$90,000	1.00	50.00%	0.50	\$45,000	\$90,000	1.00	50.00%	0.50	\$45,000	\$180,000																					
Warehouse Lead		\$52,000	1.00	50.00%	0.50	\$26,000	\$52,000	1.00	50.00%	0.50	\$26,000	\$52,000	1.00	50.00%	0.50	\$26,000	\$52,000	1.00	50.00%	0.50	\$26,000	\$52,000	1.00	50.00%	0.50	\$26,000	\$52,000	1.00	50.00%	0.50	\$26,000	\$104,000																					
Director of Fleet & Facilities		\$129,677	1.00	45.00%	0.45	\$58,355	\$129,677	1.00	45.00%	0.45	\$58,355	\$129,677	1.00	45.00%	0.45	\$58,355	\$129,677	1.00	45.00%	0.45	\$58,355	\$129,677	1.00	45.00%	0.45	\$58,355	\$129,677	1.00	45.00%	0.45	\$58,355	\$233,420																					
General Kitchen Sanitation		\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$84,240																					
General Kitchen Sanitation		\$42,417	1.00	50.00%	0.50	\$21,209	\$42,417	1.00	50.00%	0.50	\$21,209	\$42,417	1.00	50.00%	0.50	\$21,209	\$42,417	1.00	50.00%	0.50	\$21,209	\$42,417	1.00	50.00%	0.50	\$21,209	\$42,417	1.00	50.00%	0.50	\$21,209	\$84,836																					
General Kitchen Sanitation		\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$84,240																					
General Kitchen Sanitation		\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$42,120	1.00	50.00%	0.50	\$21,060	\$84,240																					
Maintenance Technician Supervisor		\$79,900	1.00	50.00%	0.50	\$39,950	\$79,900	1.00	50.00%	0.50	\$39,950	\$79,900	1.00	50.00%	0.50	\$39,950	\$79,900	1.00	50.00%	0.50	\$39,950	\$79,900	1.00	50.00%	0.50	\$39,950	\$79,900	1.00	50.00%	0.50	\$39,950	\$159,800																					

Grantee/Contractor: Meals On Wheels SF					Appendix B, Page 3
Program: Home Delivered Meals for Older Adults					
Operating Expenses Detail					
Annual # Meals	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/25 - 6/30/29
	Original	Original	Original	Original	Total
	1,062,507	1,062,507	1,062,507	1,062,507	4,250,028
<b>DAS Operating Expenses</b>					
<b>Expenditure Category</b>					
Rental of Property	\$1,054,109	\$1,054,109	\$1,054,109	\$1,054,109	\$4,216,437
Utilities(Elec, Water, Gas, Phone, Garbage, IT Services)	\$382,315	\$382,315	\$382,315	\$382,315	\$1,529,258
Office Supplies, Postage	\$121,446	\$121,446	\$121,446	\$121,446	\$485,786
Building Maintenance Supplies, Repair, Security, Sanitation, Janitorial	\$373,359	\$373,359	\$373,359	\$373,359	\$1,493,438
Printing and Reproduction	\$3,536	\$3,536	\$3,536	\$3,536	\$14,146
Insurance	\$84,648	\$84,648	\$84,648	\$84,648	\$338,593
Staff Training	\$24,234	\$24,234	\$24,234	\$24,234	\$96,935
Staff Travel-(Local & Out of Town)					
Rental of Equipment					
<b>Food Cost</b>					
Raw Food & Packaging per meal ##### # (remaining non-DAS)	\$191,251	\$191,251	\$191,251	\$191,251	\$765,005
Cong Food Svc Supplies per meal					
Catered Meals per meal					
<b>Consulting/Professional/Subcontracting Services</b>					
Temporary staffing (drivers/kitchen staff)	\$65,410	\$65,410	\$65,410	\$65,410	\$261,639
Route routing consultant	\$5,663	\$5,663	\$5,663	\$5,663	\$22,652
<b>Other</b>					
Delivery Costs (vehicle maintenance, repair, fees, gasoline)	\$98,323	\$98,323	\$98,323	\$98,323	\$393,292
Language Translation Services	\$12,090	\$12,090	\$12,090	\$12,090	\$48,360
Uniforms, laundry					
<b>Total DAS Operating Expense</b>					
	\$2,416,385	\$2,416,385	\$2,416,385	\$2,416,385	\$9,665,540
<b>NON-DAS Operating Expenses</b>					
<b>Expenditure Category</b>					
Rental of Property					
Utilities(Elec, Water, Gas, Phone, Garbage)					
Office Supplies, Postage					
Building Maintenance Supplies and Repair					
Printing and Reproduction					
Insurance					
Staff Training					
Staff Travel-(Local & Out of Town)					
Rental of Equipment					
<b>Food Cost</b>					
Raw Food & Packaging per meal ##### #	\$3,304,397	\$3,304,397	\$3,304,397	\$3,304,397	\$13,217,587
Cong Food Svc Supplies per meal					
Catered Meals per meal					
<b>Consulting/Professional Services</b>					
Consultant A					
Subcontractor A					
<b>Other</b>					
Client Needs - 44 microwaves at \$78.32	\$3,446	\$3,446	\$3,446	\$3,446	\$13,784
Client Needs - 40 refrigerators at \$109.00	\$4,360	\$4,360	\$4,360	\$4,360	\$17,440
<b>Total NON-DAS Operating Expense</b>					
	\$3,312,203	\$3,312,203	\$3,312,203	\$3,312,203	\$13,248,811
<b>Total DAS &amp; NON-DAS Operating Expense</b>					
	\$5,728,588	\$5,728,588	\$5,728,588	\$5,728,588	\$22,914,351
HSA Budget Form (3/24)					

**Subcontractors-Pass Thru**

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/25 - 6/30/29 Total
<b><u>DAS Consulting/Professional/Subcontracting Services</u></b>					
Consultant A (only amount above \$25k)					
Subcontractor A (only amount above \$25k)					
<b><u>Total DAS Consultant/Subcontractor</u></b>					
<b><u>DAS Direct Client Pass-Through</u></b>					
Direct Client Pass-Through A					
Direct Client Pass-Through B					
<b><u>Total DAS Direct Client Pass-Through</u></b>					
<b><u>NON-DAS Consultant/Subcontractor</u></b>					
Consultant A					
Subcontractor A					
<b><u>Total NON-DAS Consultant/Subcontractor</u></b>					
<b><u>NON-DAS Direct Client Pass-Through</u></b>					
Direct Client Pass-Through A					
Direct Client Pass-Through B					
<b><u>Total NON-DAS Direct Client Pass-Through</u></b>					
<b><u>Total DAS &amp; NON-DAS Consultant/Subcontractor, Direct Client Pass-Through</u></b>					

HSA Budget Form (3/24)

**Capital Expenses Detail**

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/25 - 6/30/29 Total
<b><u>DAS Equipment</u></b>					
<b><u>DAS Remodeling</u></b>					
Remodeling A					
Remodeling B					
<b>Total DAS Equipment and Remodeling</b>					
<b><u>NON-DAS Equipment</u></b>					
Nutrient Analysis Software	\$45,946				\$45,946
<b><u>NON-DAS Remodeling</u></b>					
Remodeling A					
Remodeling B					
<b>Total NON-DAS Equipment and Remodeling</b>	\$45,946				\$45,946
<b>Total DAS &amp; NON-DAS Equipment and Remodeling</b>	\$45,946				\$45,946

HSA Budget Form (3/24)

Program: Home Delivered meals for ( X ) older adults or ( ) adults with disabilities  
(Same as Line 11 on HSA #1)

Appendix B, Page 5  
Document Date:

### NCQA Expenditure Detail

<b>DAS NCQA Expenditure</b>	Unit price	Unit	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
Menu planning and nutrition analysis	\$715.00 /set	2.00	\$1,430	\$1,430	\$1,430	\$1,430	\$5,720
Kitchen and food service monitoring	\$795.00	4.00	\$3,180	\$3,180	\$3,180	\$3,180	\$12,720
HDM route monitoring	\$245.00	84.00	\$20,580	\$20,580	\$20,580	\$20,580	\$82,320
Nutrition education	\$217.00	4.00	\$868	\$868	\$868	\$868	\$3,472
Nutrition counseling (optional)	/hour						
HDM Assessment for ENP/C2 Nutrition Program (Initial and Annual)	\$336.00	2900.00	\$974,400	\$974,400	\$974,400	\$974,400	\$3,897,600
In-service training	/training						
<b>Total DAS NCQA Expenditure</b>			<b>\$1,000,458</b>	<b>\$1,000,458</b>	<b>\$1,000,458</b>	<b>\$1,000,458</b>	<b>\$4,001,832</b>
<b>Non DAS NCQA Expenditure</b>	Unit price	Unit	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
Menu planning and nutrition analysis	/set	2.00					
Kitchen and food service monitoring		4.00					
Congregate site monitoring		84.00					
Nutrition education		4.00					
Nutrition counseling (optional)	/hour						
HDM Assessment for ENP/C2 Nutrition Program (Initial and Annual)	\$165.00	2900.00	\$478,500	\$478,500	\$478,500	\$478,500	\$1,914,000
In-service training	/training						
<b>Total Non DAS NCQA Expenditure</b>			<b>\$478,500</b>	<b>\$478,500</b>	<b>\$478,500</b>	<b>\$478,500</b>	<b>\$1,914,000</b>
<b>Total DAS and Non DAS NCQA Expenditure</b>			<b>\$1,478,958</b>	<b>\$1,478,958</b>	<b>\$1,478,958</b>	<b>\$1,478,958</b>	<b>\$5,915,832</b>
<b>HSA #4</b>							
							<b>10/25/2016</b>

## Appendix C – Method of Payment

- I. In accordance with Article 3 of the Contract Agreement, payments shall be made for the unit of service rate incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 3, Section 3.3 Compensation.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhhsa.org>  
  
Contractor 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. Contractor 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: <https://sf.gov/get-paid-your-vendor-services>
- 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. Contractor 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 period of service, unless otherwise specified.
  - A. The contractor will submit a monthly invoice detailing **units of service** and amount charged. The contractor will maintain a record describing units of service and activities provided.
  - B. All charges incurred under this agreement shall be due and payable only after services have been rendered, and in no case in advance of such services.
  - C. Invoices from subcontractors (if any) for the period of service must be submitted regardless of dollar amount. If requested by SFHSA, supporting documentation must be uploaded into CARBON and submitted along with the invoice.
  - D. Contractor shall supply additional specific supporting documentation when requested by SFHSA. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 30 calendar days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- VII. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of contract payments.

**Appendix D--Interests In Other City Grants**

<b>City Department &amp; Program Name (list each grant separately)</b>	<b>Grant Term Dates</b>	<b>Grant Amount</b>
Department of Homelessness and Supportive Housing (Meals for Navigation Centers)	7/1/2024 - 6/30/2029	\$49,737,600 (including \$8,318,473 contingency)

## **Appendix E – Permitted Subcontractors**

**None.**



Appendix F: ANNUAL SITE CHART - HOME DELIVERED NUTRITION SERVICES				OFFICE OF COMMUNITY PARTNERSHIPS				FY 2025-26	
<b>AGENCY:</b>	Meals on Wheels San Francisco								
<b>MAILING ADDRESS:</b>	2142 Jerrold Avenue, San Francisco, CA 94124								
<b>DIRECTOR:</b>	Jennifer Steele	<b>EMAIL:</b>	<a href="mailto:jsteele@mowsf.org">jsteele@mowsf.org</a>	<b>PHONE NO.:</b>	415-920-1111				
<b>PROGRAM MANAGER:</b>	Phil Duarte	<b>EMAIL:</b>	<a href="mailto:pduarte@mowsf.org">pduarte@mowsf.org</a>	<b>PHONE NO.:</b>	415-920-1111				
<b>Population Served: Older Adults or Adults with Disabilities</b>	Older Adults	Adults with Disabilities	ER					<b>Total ALL Sites</b>	
<b>Delivery Route Name</b>	1-12 AM & PM, 30-31 AM & PM, Hot 3-6, BLD 1-5	Route 13 AM & PM, Hot 1-2, BLD 6	Route 29 AM & PM						
<b>Address of HDM Program Operation</b>	2230 Jerrold Ave SF, CA 94121	2230 Jerrold Ave SF, CA 94121	2230 Jerrold Ave SF, CA 94121						
<b>Hours of Operation</b>	M-F, 8:30a - 4:30p	M-F, 8:30a - 4:30p	M-F, 8:30a - 4:30p						
<b>Phone Number</b>	415-920-1111	415-920-1111	415-920-1111						
<b>Alternate Phone Number</b>	415-343-1287	415-343-1287	415-343-1287						
<b>HDM Manager/Coordinator</b>	James Goodwin	James Goodwin	James Goodwin						
<b>Svc Area Desc/Supervisor District</b>	All districts	All districts	All districts						
<b>Svc Area Desc/Neighborhoods</b>	Citywide	Citywide	Citywide						
<b>Svc Area Desc/Zip Codes</b>	All zip codes	All zip codes	All zip codes						
<b>Meal Delivery Days</b>	<input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input checked="" type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input checked="" type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input checked="" type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday		
<b>Type of Meal</b>	Frozen, Hot	Frozen, Hot	Frozen, Hot						
<b>Texture Modification</b>	Yes	Yes	Yes						
<b>Cuisine Type</b>	American	American	American						
<b>Annual # Unduplicated Consumers</b>	3,700	650	400					<b>4,750</b>	
<b>Max # UDC per route/del day</b>	46	5	4						
<b>Annual # Meals Dlvd on Route</b>	1,062,507	151,364	27,151					<b>1,241,022</b>	
<b>Annual # Service Days</b>	365	365	365						
<b>Average # meals per day</b>	2,911	415	74	0	0	0	0	3,400	
<b>Annual # Nutrition Assessments</b>	2900	450	0					<b>3,350</b>	
<b>Hours of Nutrition Counseling</b>	0	0	0						
<b>Observed holidays</b>	MOWSF is closed on all major holidays, except for Thanksgiving Day. Clients receive meals in advance of all holidays that Meals on Wheels is closed.								
<b>Nutrition Education</b> <b>Annual # Nutrition Education</b> 4 <b>Sessions (4 required)</b> <b>Annual # of Participants</b> 13600 (avg #meals x #nutrition educ sessns)									

## Appendix G – Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains in the course of providing services under this Agreement:
  - 1.1. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about each program participant: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
  - 1.2. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above. This assessment should include consideration of all of the following:
    - 1.2.1. How such information is protected;
    - 1.2.2. How use of such information is limited to appropriate purposes;
    - 1.2.3. How such information is stored, including how computer systems are encrypted, how cloud storage or other online services are used, and whether it is stored in data center locations outside the United States of America;
    - 1.2.4. How Grantee's employees, agents, or subcontractors are allowed to use and share such information;
    - 1.2.5. What rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
    - 1.2.6. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
    - 1.2.7. How a participant is allowed to access information held by Grantee about that participant.
  - 1.3. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require the notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee

must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify the City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of the City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

San Francisco Human Services Agency Privacy Office: [HSAPrivacyOffice@sfgov.org](mailto:HSAPrivacyOffice@sfgov.org)

Information Security Office: [HSA.IT.Information.Security@sfgov.org](mailto:HSA.IT.Information.Security@sfgov.org)

## **APPENDIX H CALIFORNIA DEPARTMENT OF AGING (CDA) TERMS**

### **1) Copyrights**

a. If any material funded by this Agreement is subject to copyright, the California Department of Aging (hereinafter "CDA") reserves the right to copyright such material and the Grantee agrees not to copyright such material.

b. The Grantee may request permission to copyright material by writing to the Executive Director of the Human Services Agency, or designee (hereinafter "HSA"). The Executive Director, or designee, shall forward such request to CDA and shall relay CDA's response to the Grantee within sixty (60) days from the date of receipt of CDA's decision.

c. If the material is copyrighted with the consent of CDA, CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

d. The Grantee certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

### **2) Rights in Data**

a. The Grantee shall not publish or transfer any materials produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of HSA, or designee. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by HSA. HSA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Grantee from sharing identifying client information authorized by the participant or summary program information that is not client specific.

b. As used in this Appendix, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

c. CDA and HSA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

d. Materials published or transferred by the Grantee and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with SFHSA, Disability and Aging Services and CDA;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of SFHSA/Disability and Aging Services and/or CDA and this publication may not be based upon or inclusive of all raw data."

e. The Grantee agrees to acknowledge the receipt of all funding support from HSA in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Grantee's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by HSA.

f. The Grantee shall forward a copy of all products and material developed in whole or in part with Agreement funds to HSA for record keeping purposes.

### **3) Covenant Against Contingent Fees**

a. The Grantee warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

b. For breach or violation of this warranty, HSA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

### **4) Reporting of Fraud/Abuse**

a. The Grantee shall report immediately to HSA, in writing, any incidents of alleged fraud and/or abuse by either the Grantee or subgrantees. The Grantee shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by HSA.

**Appendix I - Federal Award Information for Subrecipients**

	A	B	C	D	E	F	G	I	J	K	L	M	N	O	P
1	<b>Assistance Listing (CFDA) Listing for Contracts Appendix I</b>														
8	Dept	Prog	Subrecipient or Subcontractor	Appendices to Include	Service	Assistance Listing (CFDA)	Assistance Listing (CFDA) Program Title	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?
126	DAS	OOA	Subrecipient	X, Y1  Fed funding amt in App B (Commission)	ENP Home Delivered Meals (Meals on Wheels)	93.045	Special Programs for the Aging - Title III, Part C - Nutrition Services	Department of Health and Human Services - Administration for Community Living	17AACAT3HD for 10/1/2016 - 9/30/2017 18AACAT3HD for 10/1/2017 - 9/30/2018 1901CAOAH-01 for 10/1/2018 - 9/30/2019 2001CAOAH-00 for 10/1/2019 - 9/30/2020  21AACAT3HD for 10/1/2020 - 9/30/2021 22AACAT3HD for 10/1/2021 - 9/30/2022	Not available at this time	This program is to provide grants to States and U.S. Territories to support nutrition services including nutritious meals, nutrition education and other appropriate nutrition services for older adults in order to maintain health, independence and quality of life. Meals and nutrition services are to be served in a congregate setting or delivered to the home, if the older adult is homebound.	California Department of Aging	AP-1617-06 for 7/1/2016 - 6/30/2017 AP-1718-06 for 7/1/2017 - 6/30/2018 AP-1819-06 for 7/1/2018 - 6/30/2019 AP-1920-06 for 7/1/2019 - 6/30/2020 AP-2021-06 for 7/1/2020 - 6/30/2021 AP-2122-06 for 7/1/2021 - 6/30/2022	\$518,137 for 7/1/2015 - 6/30/2016 \$575,389 for 7/1/2016 - 6/30/2017 \$525,465 for 7/1/2017 - 6/30/2018 \$840,871 for 7/1/2018 - 6/30/2019 \$653,100 for 7/1/2019 - 6/30/2020 \$513,461 for 7/1/2020 - 6/30/2021	No
127	DAS	OOA	Subrecipient	X, Y1  Fed funding amt in App B (Commission)	ENP Home Delivered Meals (Meals on Wheels)	93.053	Nutrition Services Incentive Program	Department of Health and Human Services - Administration for Community Living	17AACANSIP for 10/1/2016 - 9/30/2017 18AACANSIP for 10/1/2017 - 9/30/2018 1901CAOANS-00 for 10/1/2018 - 9/30/2019 2001CAOANS-00 for 10/1/2019 - 9/30/2020  21AACANSIP for 10/1/2020 - 9/30/2021 22AACANSIP for 10/1/2021 - 9/30/2022	Not available at this time	This program is to reward effective performance by States and Tribes in the efficient delivery of nutritious meals to older adults through the use of cash or USDA Foods.	California Department of Aging	AP-1617-06 for 7/1/2016 - 6/30/2017 AP-1718-06 for 7/1/2017 - 6/30/2018 AP-1819-06 for 7/1/2018 - 6/30/2019 AP-1920-06 for 7/1/2019 - 6/30/2020 AP-2021-06 for 7/1/2020 - 6/30/2021 AP-2122-06 for 7/1/2021 - 6/30/2022	\$1,037,732 for 7/1/2015 - 6/30/2016 \$1,160,264 for 7/1/2016 - 6/30/2017 \$1,171,144 for 7/1/2017 - 6/30/2018 \$1,323,210 for 7/1/2018 - 6/30/2019 \$1,431,040 for 7/1/2019 - 6/30/2020 \$1,378,733 for 7/1/2020 - 6/30/2021  Anticipating similar amount in future years	No

## Appendix 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](http://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.