

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
HAMILTON FAMILIES**

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 1, 2020**, in the City and County of San Francisco, State of California, by and between **HAMILTON FAMILIES** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”),

RECITALS

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

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

WHEREAS, this Grant Agreement was procured as required through Request for Qualifications (RFQ)# HSH2019-127 and

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, Budget.
- (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 Appendices A and A-1, Services to be Provided and Appendix B, Budget.
- (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" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (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 Appendices A and A-1, Services to be Provided and Appendix B, Budget.
- (o) "HUD" shall mean the United States Department of Housing and Urban Development as referenced by Title 42 United States Code section 3532.
- (p) "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.
- (q) "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.

- (r) "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.
- (s) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.
- (t) "Subrecipient of HUD funding" shall mean a private nonprofit organization, state, local government, or instrumentality of a state or local government that receives a subgrant from a Recipient of HUD funding to carry out a project as referenced by 24 Code of Federal Regulations part 578.3 (2015).

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.

- (a) The term of this Agreement shall commence on **July 1, 2020** and expire on **June 30, 2023**, 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.
- (b) The City has one option to renew the Agreement for a period of two additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	July 1, 2023 to June 30, 2025
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**ARTICLE 4
IMPLEMENTATION OF GRANT PLAN**

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and

all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any

clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Eight Hundred Sixty Six Thousand Two Hundred Forty Dollars (\$9,866,240)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Fifty Seven Thousand Ninety Seven Dollars (\$1,057,097)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and

certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendices A and A-1, Services to be Provided and Appendix B, Budget 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, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

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 F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Fund to Federal Funds and Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement.

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

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the 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 Appendices A and A-1, Services to be Provided. 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 Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if 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 stepparents).
- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interest in Other City Grants, 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.

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 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, 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 Grantee listed as additional insureds.
- 10.9 Worker's Compensation.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default.** The occurrence of any one or more of the following events shall

constitute an “Event of Default” under this Agreement:

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

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

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice,

this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

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

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

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

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

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 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, Permitted Subgrantees, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees 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 email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
P.O. Box 427400
San Francisco, CA 94142-7400

hshcontracts@sfgov.org

If to Grantee: Hamilton Families
273 9TH Avenue
San Francisco, CA 94103
Attn: Jason Mandell
jmandell@hamiltonfamilies.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; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses,

pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 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 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.
- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent 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 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or

prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 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 Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

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

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

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity 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 of Homelessness and Supportive Housing at intake and as instructed by the Department. 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.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

16.22 Additional Provisions for Shelter and Resource Center Grants – Standard of Care.

(a) As required by Administrative Code Sec. 20.404, Grantee agrees to:

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff

at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;

- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance

problem will be repaired and note the status of the repair;

- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall;
- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff person by name and position;
- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and

the development of an exposure control plan, as defined therein, and

- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:
- A. Hand washing requirements and other communicable disease prevention;
 - B. Proper food handling and storage;
 - C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
 - D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
 - E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;
 - F. On-the-job burn-out prevention;
 - G. Requirements under the ADA;
 - H. Policies and procedures explained in shelter training manuals; and
 - I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided below;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;
- (3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to \$1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;
- (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies

available under the contract or at law; and

- (5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

16.23 Additional Requirements for Federally-Funded Awards

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

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 A-1, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees
Appendix F, Federal Requirements
Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement

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.

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt

this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

- (c) 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 contract 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:
- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/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 Contract/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 Grantee or provide a written response to Grantee within 10 working days.
 - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/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 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.
 - (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, 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 Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report.

The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendices A and A-1, Services to be Provided. Any services provided beyond those listed in Appendices A and A-1, Services to be Provided must be approved by the Department.

17.15 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.

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

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

HAMILTON FAMILIES

DocuSigned by:
By: Aligail Stewart-Kahn
Aligail Stewart-Kahn
Interim Director

DocuSigned by:
By: Jason Mandell
Jason Mandell
Interim CEO
City Supplier Number: 0000019087
DUNS Number: 806779633

Approved as to Form:

DocuSigned by:
By: Virginia Dario Elizondo
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Hamilton Families
260 Golden Gate – Family Shelter**

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter and support services to families who are experiencing homelessness.

II. Served Population

Grantee shall serve families who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Families are defined as households consisting of at least one adult age 18 or older and at least one minor child under age 18, and people who are pregnant. Grantee shall determine possible accommodation of clients with service or companion animals at the shelter.

III. Referral and Prioritization

All families will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

All families must go through the Coordinated Entry process and engage Family Access Points. The Access Point staff will assess families for service needs and eligibility, and engage in Problem Solving.

Families in need of same day shelter may make a reservation or go directly to HSH's lowest barrier programs. See <http://hsh.sfgov.org/services/emergencyshester/> for more information. In order to access other family shelter programs, all families must go through the Coordinated Entry process and engage Family Access Points. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to accommodate up to 110 clients, in compliance with Standards of Care¹ for all City funded shelters:

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes.
2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the shelter facility's hours of operation.

¹ <https://sfgov.org/sheltermonitoring/sites/default/files/Standard%20of%20Care%20List.pdf>

3. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillow case, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity in compliance with the Shelter Standards of Care Legislation².
 4. Security: Grantee shall provide or coordinate site security and screening, including adherence to relevant HSH policies.
 5. Meals: Grantee shall provide meals to clients with active reservations following the menu pattern developed by the San Francisco Nutrition Project. The number of meals shall be dependent on the hours of operation of the shelter facility.
 6. Storage: Grantee shall provide space for secure and pest-free storage of client belongings, as appropriate for the facility, in accordance with Shelter Standards of Care legislation³. Grantee shall not deny services to households, and shall provide households with belongings that exceed the designated shelter storage with referrals and resources to store their belongings.
- B. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services:
1. Problem-Solving: Grantee shall engage in problem solving conversations with households, including exploring housing options outside of the HRS such as relocation, advocating on behalf of households with landlords, and/or conflict mediation.
 2. Orientation: Grantee shall provide weekly orientation meetings to shelter clients.
 3. Intake and Assessment: Grantee shall conduct intake and assessment with each household to review the components of the Family Success Plan, and identify strengths and needs to create a customized Family Success Plan that addresses Housing, Financial, Education, Employment and Family Stability within the first week the family resides in the shelter.
 4. Case Management: Grantee shall provide ongoing Case Management to households to support the goals of the Family Success Plan. Grantee shall review the Family Success Plan at the first Case Management meeting, at the end of 90 days in shelter, and every 30 days thereafter.
 5. Case Coordination: Grantee shall collaborate with Access Points and other service providers, such as, but not limited to Rapid Rehousing providers to coordinate housing search and placement.

² Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$anc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404).

6. **Housing Search and Placement Support:** Grantee shall assist households with identifying strengths and needs in relation to searching for and obtaining housing. This may include, but is not limited to, reviewing credit reports and any eviction history. Grantee will assist in notifying households of housing opportunities and assistance with housing applications. Grantee shall assist households with strengthening in areas that are need in order to gain housing.
7. **Behavioral Health:** Grantee shall address any behavioral health and health needs in house or by referral.
8. **Benefits Advocacy and Assistance:** Grantee shall assist households in obtaining and maintaining public benefits.
9. **Financial Planning Assistance:** Grantee shall develop a plan with households who reside in the shelter for more than 30 days to save 75 percent of their net earnings in a trust account. Grantee shall also work with households on a budget and financial literacy, including opening a bank account if households do not already have one.
10. **Children's and Youth Services:** Grantee shall employ background check cleared, experienced and qualified staff, to provide on-site age-appropriate activities and enrichment programming, which promote children's mental, social and physical development to children and youth under the age of 18.
11. **Support Groups, Social Events and Organized Activities:** Grantee shall provide families with opportunities to take part in organized gatherings for peer support that are appropriate for the facility's hours of operation. These events may be planned with or based on input from families and shall be held on-site at least once per week. Grantee shall post and provide families with a monthly calendar of events.
12. **Shelter Community Meetings:** Grantee shall conduct monthly community meetings for families where they may discuss building/program concerns and program ideas.
13. **Extensions:** Grantee Directors may grant households a 30-day extension for up to a six month maximum stay. If a family is accepted into a Rapid Rehousing program or if the family is slated to enter Permanent Supportive Housing (PSH), the stay may be extended through the duration of the housing search, or until the PSH unit is available, respectively.
14. **Referrals and Coordination of Services:** Grantee shall make referrals to Access Points, and eliminate barriers to connect clients to Access Points. Grantee may provide other resources to help individuals stabilize and begin the progress out of homelessness. Grantee shall also communicate and coordinate with outside

service providers to support existing clients in their transition, including, but not limited to assisting clients in obtaining and maintaining public benefits.

15. **Emergency Response and Conflict Resolution:** Grantee shall provide Support Services staff who shall be equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution during the shelter hours of operation.

16. **Wellness Checks:** Grantee shall conduct wellness checks, in accordance to HSH policies, as necessary, to identify clients who show signs of concern.

V. Location and Time of Services

Grantee shall provide Shelter Services at 260 Golden Gate Avenue, San Francisco, CA 94102, seven days a week, 24 hours per day, including major holidays.

Grantee shall provide Support Services 24 hours a day, seven days a week, with the exception of major holidays. Grantee shall post hours, methods of access and a calendar of events, meetings and activities,

VI. Service Requirements

A. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

B. Staffing and Volunteers:

1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
2. Grantee shall recruit and train individuals experiencing homelessness to be part of the volunteer program.
3. Grantee shall develop incentives designed to encourage clients to volunteer in the shelter.

C. Possession of Licenses/Permits: Grantee warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

D. Language and Interpretation Services: Grantee shall address the needs of and provide services to clients and households who primarily speak language(s) other than English.

E. Record Keeping:

1. Grantee shall maintain confidential files on each client and/or household that has a Plan, including documentation and notes that track planning and progress on achieving goals in Plans.
2. Grantee shall also keep support services files, which contain the record of complaints, services requests, grievances, warnings and denials of service for shelter rule infractions and the outcomes and responses to clients.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter clients according to HSH policies.

F. Dietary and Food Safety

Grantee shall meet the following meal dietary requirements:

1. Provide meals for clients following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established menu pattern, portion sizes and vegetarian and religious/diet accommodations;
2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
4. Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.

G. Facilities:

1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards². Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of clients and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan

blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).

- c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
2. Grantee shall provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, DPH, Department of Building Inspection and the Mayor's Office.

H. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
2. That the Awarded Provider Director or Manager or a representative will attend all appropriate neighborhood meetings;
3. That Awarded Provider management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building; and
5. Active discouragement of loitering in the area surrounding the building.

I. Feedback, Complaint and Follow-up Policies

Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing clients how to report complaints and request repairs/services; and
2. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback, satisfaction and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

J. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:

1. Compliance with all Shelter and Resource Center Standards of Care as required by Administrative Code, Sec. 20.404;
2. Regular communication to HSH about the implementation of the program;
3. Attendance of HSH meetings and trainings, as requested;

4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
 5. Attendance of the Shelter Monitoring Committee Meetings;
 6. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service³;
 7. Adherence to the City service or companion animals policy;
 8. Adherence to the HSH Cold/Wet Weather Policy;
 9. Adherence to the TB Infection Control Guidelines for Homeless;
 10. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or clients and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- K. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- L. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- M. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- O. Data Standards:
1. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:

³ HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>

<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.

2. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantee regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as required.
- P. Partner Provider MOU: Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH.

VII. Service Objectives

Grantee shall achieve the following Service Objectives:

- A. Grantee shall provide emergency shelter services for up to 60 families annually in individual rooms.
- B. Grantee shall provide emergency shelter services for up to 100 clients annually in congregate beds.
- C. Grantee shall check in at least 95 percent of all beds reserved and maintain accurate daily attendance in the ONE system.
- D. Grantee shall provide daily operations of the shelter including meals.
- E. Grantee shall provide case management services to 100 percent of clients.
- F. One hundred percent of shelter staff shall be trained in compliance with standards of care.

VIII. Outcome Objectives

Grantee shall achieve the following Outcome Objectives:

- A. One hundred percent of clients residing in shelter will receive housing advocacy support including gathering and uploading of vital documents document readiness,

notifying households of housing opportunities and assistance with housing applications.

- B. A minimum of 60 percent of clients residing in the shelter will receive case management, including referrals, housing advocacy support, collaboration with Access Points and other service providers, such as, but not limited to, Rapid Rehousing and Permanent Supportive housing providers on housing search process and assist in gathering supplemental documents as applicable including but not limited to releases of information, benefits award letters, wage/pay stubs, records of self-employment.
- C. A minimum of 50 percent of clients exiting the program who have stayed in 60 day beds for 30 days or more will move into permanent housing such as rental by client with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program.
- D. Grantee shall ensure that a minimum of 75 percent of clients participating in a Satisfaction Survey will rate the treatment by staff, quality of meals, connection to services and safety as good or excellent.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, as required.

- A. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- B. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Grantee or Contractor shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the

evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

- F. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.
- C. Food Safety: Grantee shall be responsible to utilize DPH RD support services to provide annual monitoring and evaluation of food safety/sanitation, meal preparation/service and menu documentation. Report will include recommendations and actions that shelter has taken to address any compliance issues noted.

**Appendix A-1, Services to be Provided
by
Hamilton Families
260 Golden Gate Family Shelter**

I. Purpose of Grant

The purpose of the grant is to provide essential services to families who are experiencing homelessness and residing in emergency shelter.

II. Served Population

Grantee shall provide Emergency Shelter services to households who meet Category 1, or 4 of homelessness in the U.S. Department of Housing and Urban Development's (HUD) Final Definition of Homeless¹:

- A. Category 1: Households who lack a fixed, regular, and adequate nighttime residence; this and includes a subset for an individual who is exiting an institution where he or she resided for 90 or fewer days and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; and/or
- B. Category 4: Households who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

III. Referral and Prioritization

All new households (e.g. families) will be referred by HSH via CE through the Family Access Points. The Access Point staff assesses households for service needs and eligibility, and conduct Problem Solving conversations. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

IV. Description of Services

Grantee shall provide Emergency Shelter Services to a minimum of 40 households per year, including the following services:

- A. Housing Focused Case Management
 - 1. Grantee shall create and maintain a Housing Stability Plan for all program participants. Housing stability plans may include, but are not limited to actions to help guest:
 - a. Search for and secure housing;
 - b. Increase income and employability;
 - c. Improve credit history and rental stability;
 - d. Address behavioral health issues that negatively impact housing stability; and
 - e. Access permanently affordable housing, including applying for placement on appropriate wait lists.

¹ See 24 CFR 576.2.

2. Grantee shall document guest' good faith, verifiable efforts in making progress toward plan goals.
3. Grantee shall develop, secure, and coordinate services and assist participants in obtaining federal, state, and local benefits, including coordination with the employment specialist or social worker, as appropriate. For those identified as CalWORKs participants, Grantee shall ensure coordination of services and promote cooperation with the CalWORKs plan.
4. Grantee shall monitor and evaluate participant progress. Grantee's Case Manager shall meet with guest a minimum of twice per month; one meeting shall be in-person and the other may be by phone.
5. Grantee may provide Legal Services to resolve legal problems that prohibit a participant from obtaining permanent housing or will result in a participant losing housing.
6. Grantee may provide Credit Repair, as needed to assist participants with critical skills related to budgeting, money
7. Grantee shall provide discharge planning when a participant is either no longer in need of the emergency shelter or is exiting the program for any reason.
8. Grantee shall establish a schedule of follow-ups with guest for the 12 months following the exit of program.

B. Emergency Shelter²:

Grantee shall provide the following Essential Emergency Shelter Services:

1. Education services to improve knowledge and literacy;
2. Employment assistance and job training, including employment screening or testing, job skills training, and financial assistance for the acquisition of vocational licensing/certifications;
3. Life skills training including, but not limited to budgeting and managing money, managing a household, resolving conflict, shopping for food, and parenting;
4. Mental health and substance abuse treatment services to prevent, reduce, eliminate, or deter relapse of behavioral health issues provided by licensed or certified professionals;
5. Transportation to emergency shelters or other service facilities; and

V. Location and Time of Services

Grantee shall provide services at 260 Golden Gate Ave., San Francisco 94102. Services are provided 24-hours per day, seven days per week.

² See 24 CFR §576.102, §576.2.

VI. Service Requirements

- A. Language and Interpretation Services: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- B. Critical Incidents: Grantee shall report critical incidents in accordance with the HSH Program Manager instructions and any published HSH policies/procedures. Examples of critical incidents include death, fire, acts of violence, or any other incidents which require the involvement of emergency services or Child Protective Services (CPS).
- C. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described, such policies must include a provision that referrals are accepted for services without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV/AIDS status.
- D. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide feedback about the program. Feedback methods shall include a written annual survey, which shall be offered to the served population to gather feedback, assess tenant satisfaction, and evaluate the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- E. Grievance Procedure: Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population, which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
 2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 3. The amount of time required for each step, including when a tenant can expect a response; and
 4. The HSH Program Manager's contact information for the tenant to contact after the tenant has exhausted the Grantee's internal Grievance Procedure.

Grantee shall provide a copy of this procedure, and any amendments thereto, to each tenant over the age of 18 and obtain a signed copy of the form from the program tenant(s) which must be maintained in tenant files. Additionally, Grantee shall provide a copy of the procedure and any amendments to the HSH Program Manager.

F. City Communications, Trainings and Meetings

Grantee shall keep HSH informed of program operations and comply with HSH policies and requirements related to training and meeting participation including, but not limited to:

1. Regular communication with HSH about the implementation of the program;
2. Attendance of quarterly HSH meetings, as needed, and
3. Attendance of trainings, as requested by HSH.

G. Data Standards:

1. Records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
3. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.

H. Record Keeping, Documentation, and Files: Grantee shall maintain confidential files on the served population, which shall contain developed plans, notes, and records of progress towards goals.

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

J. Income Verification and Eligibility: Grantee shall verify tenant income after receipt of each referral to ensure eligibility and recertify eligibility at least every three months.

VII. Service Objectives

Grantee shall achieve the following service objectives annually:

- A. Grantee shall check in at least 95 percent of all beds reserved and maintain accurate daily attendance in the ONE system.
- B. Grantee shall provide case management services to 100 percent of guests.
- C. Grantee shall provide 100 percent of guest with a housing stability plan, as verified by sampling tenant files during program monitoring.
- D. One hundred percent of shelter staff shall be trained in compliance with standards of care.
- E. Grantee shall administer an annual survey to 100 percent of guest that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives annually:

- A. One hundred percent of guests residing in shelter will receive housing advocacy support including gathering and uploading of vital documents document readiness, notifying households of housing opportunities and assistance with housing applications.
- B. One hundred percent of guests residing in the shelter will receive case management, including referrals, housing advocacy support, collaboration with Access Points and other service providers, such as, but not limited to, Rapid Rehousing and Permanent Supportive housing providers on housing search process and assist in gathering supplemental documents as applicable including but not limited to releases of information, benefits award letters, wage/pay stubs, records of self-employment.
- C. A minimum of 50 percent of guests exiting the program who have stayed in 60-day beds for 30 days or more will move into permanent housing such as rental by guest with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program.
- D. Grantee shall ensure that a minimum of 75 percent of guests participating in a Satisfaction Survey will rate the treatment by staff, quality of meals, connection to services and safety as good or excellent.

IX. Reporting Requirements

Grantee shall submit all data and reports as required by HSH, HUD, and MOHCD in a timely and accurate manner to ensure accurate HMIS data, Annual Performance Report (APR), Housing Inventory Count (HIC) reports, Point in Time (PIT) Counts, System-wide Performance Measures (SPM) and supplementary materials.

- A. Evaluative Studies: Grantee shall participate, as requested by HSH, in evaluative studies designed to show the effectiveness of Grantee's services. The City agrees that

any final reports generated through the evaluation program shall be made available to Grantee or within 30 working days of receipt of any evaluation report and such response will become part of the official report.

- B. Consolidated Annual Performance and Evaluation Report (CAPER): Grantee shall submit, to HSH, by the 45th day following the end of the project period, a report in CARBON summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Data collected in this report will be used in the CAPER and report out on the served population, including progress toward objectives, and the amount of grant and matching funds expended. Objectives shall include, but are not limited to:
1. Neighborhood of origin of individuals and families served,
 2. Number of individuals moved into more stable housing; and
 3. Number of individuals and families receiving shelter services.
- C. Match Funds: Per HSH instructions, Grantee shall identify, document, and report match funds for all ESG-funded grants that meet or exceed 100 percent of funds or in-kind contributions from other sources to be used on eligible costs of the project, as defined in 24 CFR Part 576³.
- D. Personnel Activity Reports: Per HSH instructions, Grantees, partners, and subcontractors shall create and maintain personnel activity report time records showing the amount of time spent by Grantee personnel on HUD ESG projects and the costs associated with those activities. All timekeeping records shall reflect a daily breakdown of time spent on HUD ESG-funded eligible activities versus non-eligible activities.
- E. Ad Hoc Reports: Grantee shall provide Ad Hoc reports as required by HSH.

For assistance with reporting requirements or submission of reports, contact the assigned Contract or Program Manager listed in CARBON.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to programmatic monitoring and/or audits, at any time, such as, but not limited to, review of the following: served population files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of match sources, personnel activity reports, proper accounting for funds and other operational and administrative activities, back-up documentation for reporting progress towards meeting service and outcome objectives, and Disaster and Emergency Response Plan and training. For additional information regarding the monitoring requirements surrounding ESG, see ESG Subrecipient Grant Management:

³ See 24 CFR 576.201.
Appendix A-1 to G-100
FSP: 1000018392

https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2/.

- B. **Fiscal and Compliance Monitoring:** Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts, and Memorandum of Understanding (MOU), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	H	K	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	Document Date	7/1/2020						
4	Contract Term	Begin Date	End Date	Duration (Years)				
5	Current Term	7/1/2020	6/30/2023	3				
6	Amended Term	7/1/2020	6/30/2023	3				
7	Provider Name	Hamilton Families						
8	Program	260 Golden Gate Family Shelter						
9	FSP Contract ID#	1000018392						
10	Action (select)	Modification						
11	Effective Date	7/1/2020						
12	Budget Names	Shelter General Fund, Shelter Essential Services ESG						
13			New					
14	Term Budget		\$ 8,809,143					
15	Contingency		\$ 1,057,097	12%				
16	Not-To-Exceed		\$ 9,866,240		Year 1	Year 2	Year 3	All Years
17					7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2020 - 6/30/2023
18					Current	Current	Current	Current
19	Expenditures							
20	Salaries & Benefits		\$ 2,000,716		\$ 2,000,716	\$ 2,000,716	\$ 2,000,716	\$ 6,002,147
21	Operating Expense		\$ 416,309		\$ 416,309	\$ 416,309	\$ 416,309	\$ 1,248,927
22	Subtotal		\$ 2,417,025		\$ 2,417,025	\$ 2,417,025	\$ 2,417,025	\$ 7,251,074
23	Indirect Percentage							
24	Indirect Cost (Line 21 X Line 22)		\$ 367,356		\$ 367,356	\$ 367,356	\$ 367,356	\$ 1,102,069
25	Other Expenses (Not subject to indirect %)		\$ 152,000		\$ 152,000	\$ 152,000	\$ 152,000	\$ 456,000
26	Capital Expenditure		\$ -		\$ -	\$ -	\$ -	\$ -
27	Admin Cost (HUD Only)		\$ -		\$ -	\$ -	\$ -	\$ -
28	Total Expenditures		\$ 2,936,381		\$ 2,936,381	\$ 2,936,381	\$ 2,936,381	\$ 8,809,143
29								
30	HSH Revenues (select)							
31	General Fund - Ongoing		\$ 2,881,381		\$ 2,881,381	\$ 2,881,381	\$ 2,881,381	\$ 8,644,143
33	HUD ESG (CFDA 14.231)		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
34			\$ -		\$ -	\$ -	\$ -	\$ -
35			\$ -		\$ -	\$ -	\$ -	\$ -
36			\$ -		\$ -	\$ -	\$ -	\$ -
37			\$ -		\$ -	\$ -	\$ -	\$ -
38			\$ -		\$ -	\$ -	\$ -	\$ -
39			\$ -		\$ -	\$ -	\$ -	\$ -
40	Total HSH Revenues		\$ 2,936,381		\$ 2,936,381	\$ 2,936,381	\$ 2,936,381	\$ 8,809,143
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)							
42			\$ -		\$ -	\$ -	\$ -	\$ -
43			\$ -		\$ -	\$ -	\$ -	\$ -
44			\$ -		\$ -	\$ -	\$ -	\$ -
45			\$ -		\$ -	\$ -	\$ -	\$ -
46			\$ -		\$ -	\$ -	\$ -	\$ -
47	Total Other Revenues		\$ -		\$ -	\$ -	\$ -	\$ -
48								
49	Total HSH + Other Revenues		\$ 2,936,381		\$ 2,936,381	\$ 2,936,381	\$ 2,936,381	\$ 8,809,143
50	Rev-Exp (Budget Match Check)		\$ -		\$ -	\$ -	\$ -	\$ -
52	Total Adjusted Salary FTE (All Budgets)							
53								
54	Prepared by	Rachael Hoke McNamara						
55	Phone	628.652.7766						
56	Email	Rachael Hoke McNamar						

	A	B	C	D	E	H	K	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	Document Date	7/2/2020						
4	Contract Term	Begin Date	End Date	Duration (Years)				
5	Current Term	7/1/2020	6/30/2023	3				
6	Amended Term	7/1/2020	6/30/2023	3				
7	Provider Name	Hamilton Families						
8	Program	260 Golden Gate Family Shelter						
9	FSP Contract ID#	1000018392						
10	Action (select)	Modification						
11	Effective Date	7/1/2020						
12	Budget Name	Shelter General Fund						
13			New					
14	Term Budget		\$ 8,644,143					
15	Contingency		\$ 1,057,097					
16	Not-To-Exceed		\$ 9,866,240		Year 1	Year 2	Year 3	All Years
17					7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2020 - 6/30/2023
18					Current	Current	Current	Current
19	Expenditures							
20	Salaries & Benefits		\$ 1,945,716		\$ 1,945,716	\$ 1,945,716	\$ 1,945,716	\$ 5,837,147
21	Operating Expense		\$ 416,309		\$ 416,309	\$ 416,309	\$ 416,309	\$ 1,248,927
22	Subtotal		\$ 2,362,025		\$ 2,362,025	\$ 2,362,025	\$ 2,362,025	\$ 7,086,074
23	Indirect Percentage		15.55%		15.55%	15.55%	15.55%	
24	Indirect Cost (Line 21 X Line 22)		\$ 367,356		\$ 367,356	\$ 367,356	\$ 367,356	\$ 1,102,069
25	Other Expenses (Not subject to indirect %)		\$ 152,000		\$ 152,000	\$ 152,000	\$ 152,000	\$ 456,000
26	Capital Expenditure		\$ -		\$ -	\$ -	\$ -	\$ -
27	Admin Cost (HUD Agreements Only)							\$ -
28	Total Expenditures		\$ 2,881,381		\$ 2,881,381	\$ 2,881,381	\$ 2,881,381	\$ 8,644,143
29								
30	HSH Revenues (select)							
31	General Fund - Ongoing		\$ 2,881,381		\$ 2,881,381	\$ 2,881,381	\$ 2,881,381	\$ 8,644,143
34								\$ -
35								\$ -
36								\$ -
37								\$ -
38								\$ -
39								\$ -
40	Total HSH Revenues		\$ 2,881,381		\$ 2,881,381	\$ 2,881,381	\$ 2,881,381	\$ 8,644,143
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)							
42								\$ -
43								\$ -
44								\$ -
45								\$ -
46								\$ -
47	Total Other Revenues		\$ -		\$ -	\$ -	\$ -	\$ -
48								
49	Total HSH + Other Revenues		\$ 2,881,381		\$ 2,881,381	\$ 2,881,381	\$ 2,881,381	\$ 8,644,143
50	Rev-Exp (Budget Match Check)		\$ -		\$ -	\$ -	\$ -	\$ -
52								
53	Prepared by	Rachael Hoke McNamara						
54	Phone	628.652.7766						
55	Email	Rachael Hoke McNamara						

	A	B	C	D	E	F	I	J	K	L	M	P	Q	R	S	T	BT	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	SALARY & BENEFIT DETAIL																	
3	Document Date	7/2/2020																
4	Provider Name	Hamilton Families																
5	Program	260 Golden Gate Family Shelter																
6	FSP Contract ID#	1000018392																
7	Budget Name	Shelter Genera																
8	POSITION TITLE	Year 1					Year 2					Year 3					All Years	
9		Agency Totals		For HSH Funded Program		7/1/2020 - 6/30/2021 Current	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022 Current	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023 Current	7/1/2020 - 6/30/2023 Current	
10		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	
11																		
12	Shelter Program Director	\$ 99,450	1.00	100%	1.00	\$ 99,450	\$ 99,450	1.00	100%	1.00	\$ 99,450	\$ 99,450	1.00	100%	1.00	\$ 99,450	\$ 298,350	
13	Family Services Manager	\$ 61,808	1.00	100%	1.00	\$ 61,808	\$ 61,808	1.00	100%	1.00	\$ 61,808	\$ 61,808	1.00	100%	1.00	\$ 61,808	\$ 185,424	
14	Chief Program Officer	\$ 160,000	1.00	10%	0.10	\$ 16,000	\$ 160,000	1.00	10%	0.10	\$ 16,000	\$ 160,000	1.00	10%	0.10	\$ 16,000	\$ 48,000	
15	Operations Manager	\$ 71,252	1.00	100%	1.00	\$ 71,252	\$ 71,252	1.00	100%	1.00	\$ 71,252	\$ 71,252	1.00	100%	1.00	\$ 71,252	\$ 213,756	
16	Shelter Manager	\$ 71,252	1.00	100%	1.00	\$ 71,252	\$ 71,252	1.00	100%	1.00	\$ 71,252	\$ 71,252	1.00	100%	1.00	\$ 71,252	\$ 213,756	
17	Shift Coordinators	\$ 60,060	2.00	75%	1.50	\$ 90,090	\$ 60,060	2.00	75%	1.50	\$ 90,090	\$ 60,060	2.00	75%	1.50	\$ 90,090	\$ 270,270	
18	Maintenance Technician	\$ 58,702	1.00	100%	1.00	\$ 58,702	\$ 58,702	1.00	100%	1.00	\$ 58,702	\$ 58,702	1.00	100%	1.00	\$ 58,702	\$ 176,106	
19	On Call Residential Counselors	\$ 34,320	2.00	100%	2.00	\$ 68,640	\$ 34,320	2.00	100%	2.00	\$ 68,640	\$ 34,320	2.00	100%	2.00	\$ 68,640	\$ 205,920	
20	Residential Counselors	\$ 44,471	13.00	85%	11.05	\$ 491,405	\$ 44,471	13.00	85%	11.05	\$ 491,405	\$ 44,471	13.00	85%	11.05	\$ 491,405	\$ 1,474,214	
21	Cooks	\$ 45,861	2.50	70%	1.75	\$ 80,257	\$ 45,861	2.50	70%	1.75	\$ 80,257	\$ 45,861	2.50	70%	1.75	\$ 80,257	\$ 240,770	
22	Janitors	\$ 44,705	3.00	100%	3.00	\$ 134,115	\$ 44,705	3.00	100%	3.00	\$ 134,115	\$ 44,705	3.00	100%	3.00	\$ 134,115	\$ 402,345	
23	Case Managers	\$ 55,424	5.00	100%	5.00	\$ 277,120	\$ 55,424	5.00	100%	5.00	\$ 277,120	\$ 55,424	5.00	100%	5.00	\$ 277,120	\$ 831,360	
24																	\$ -	
25																	\$ -	
26																	\$ -	
55		TOTAL SALARIES				\$ 1,520,090	TOTAL SALARIES				\$ 1,520,090	TOTAL SALARIES				\$ 1,520,090	\$ 4,560,271	
56		TOTAL FTE				29.40	TOTAL FTE				29.40	TOTAL FTE				29.40		
57		FRINGE BENEFIT RATE				28.00%	FRINGE BENEFIT RATE				28.00%	FRINGE BENEFIT RATE				28.00%		
58		EMPLOYEE FRINGE BENEFITS				\$ 425,625	EMPLOYEE FRINGE BENEFITS				\$ 425,625	EMPLOYEE FRINGE BENEFITS				\$ 425,625	\$ 1,276,876	
59		TOTAL SALARIES & BENEFITS				\$ 1,945,716	TOTAL SALARIES & BENEFITS				\$ 1,945,716	TOTAL SALARIES & BENEFITS				\$ 1,945,716	\$ 5,837,147	
60																		
61																		
62																		

	A	B	C	D	E	H	AF	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	OPERATING DETAIL							
3	Document Date	7/2/2020						
4	Provider Name	Hamilton Families						
5	Program	260 Golden Gate Family Shelter						
6	FSP Contract ID#	1000018392						
7	Budget Name	Shelter General Fund						
8								
9		Year 1			Year 2	Year 3	All Years	
10		7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2020 - 6/30/2023	
11		Current	Modification	New	Current	Current	Current	
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 85,550	\$ -	\$ 85,550	\$ 85,550	\$ 85,550	\$ 256,650	
15	Office Supplies, Postage	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	\$ 9,000	\$ 27,000	
16	Building Maintenance Supplies and Repair	\$ 51,000	\$ -	\$ 51,000	\$ 51,000	\$ 51,000	\$ 153,000	
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	Insurance	\$ 18,956	\$ -	\$ 18,956	\$ 18,956	\$ 18,956	\$ 56,868	
19	Staff Training	\$ 14,792	\$ -	\$ 14,792	\$ 14,792	\$ 14,792	\$ 44,376	
20	Staff Travel-(Local & Out of Town)	\$ 600	\$ -	\$ 600	\$ 600	\$ 600	\$ 1,800	
21	Rental of Equipment	\$ 10,286	\$ -	\$ 10,286	\$ 10,286	\$ 10,286	\$ 30,858	
22	Hiring Expenses	\$ 12,817	\$ -	\$ 12,817	\$ 12,817	\$ 12,817	\$ 38,451	
23	Kitchen Supplies	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000	
24	Food Program	\$ 82,774	\$ -	\$ 82,774	\$ 82,774	\$ 82,774	\$ 248,322	
25	Janitorial Supplies	\$ 22,170	\$ -	\$ 22,170	\$ 22,170	\$ 22,170	\$ 66,510	
26	Laundry Services	\$ 3,200	\$ -	\$ 3,200	\$ 3,200	\$ 3,200	\$ 9,600	
27	Fees and Subscription	\$ 1,379	\$ -	\$ 1,379	\$ 1,379	\$ 1,379	\$ 4,137	
28	Fees-Retirement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29	Participant Activities & Services	\$ 8,800	\$ -	\$ 8,800	\$ 8,800	\$ 8,800	\$ 26,400	
30	Program Supplies	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000	
31	Janitorial Services	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000	
32	Cook Services	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000	
33	Computer Services & Supplies	\$ 42,356	\$ -	\$ 42,356	\$ 42,356	\$ 42,356	\$ 127,068	
34	Disaster Preparedness Supplies	\$ 186	\$ -	\$ 186	\$ 186	\$ 186	\$ 558	
35	Payroll Services	\$ 9,843	\$ -	\$ 9,843	\$ 9,843	\$ 9,843	\$ 29,529	
36	Translation Services	\$ 1,600	\$ -	\$ 1,600	\$ 1,600	\$ 1,600	\$ 4,800	
37	Vehicle Repairs	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000	
38	Transportation-Participant related	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
39	Conferences	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000	
40		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
66		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
67		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
68	TOTAL OPERATING EXPENSES	\$ 416,309	\$ -	\$ 416,309	\$ 416,309	\$ 416,309	\$ 1,248,927	
69								
70	<u>Other Expenses (not subject to indirect cost %)</u>							
71	Security Services	\$ 152,000	\$ -	\$ 152,000	\$ 152,000	\$ 152,000	\$ 456,000	
72		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
83								
84	TOTAL OTHER EXPENSES	\$ 152,000	\$ -	\$ 152,000	\$ 152,000	\$ 152,000	\$ 456,000	
85								
86	Capital Expenses							
87		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
88		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
89		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
90		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
91		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
92		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
93		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
94		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
96								
97	HSH #3							

	A	B	C	D	E	H	K	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	Document Date	7/2/2020						
4	Contract Term	Begin Date	End Date	Duration (Years)				
5	Current Term	7/1/2020	6/30/2023	3				
6	Amended Term	7/1/2020	6/30/2023	3				
7	Provider Name	Hamilton Families						
8	Program	260 Golden Gate Family Shelter						
9	FSP Contract ID#	1000018392						
10	Action (select)	Modification						
11	Effective Date	7/1/2020						
12	Budget Name	Shelter Essential Services ESG						
13			New					
14	Term Budget		\$ 165,000					
15	Contingency		\$ 1,057,097					
16	Not-To-Exceed		\$ 9,866,240		Year 1	Year 2	Year 3	All Years
17					7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2020 - 6/30/2023
18					Current	Current	Current	Current
19	Expenditures							
20	Salaries & Benefits		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
21	Operating Expense		\$ -		\$ -	\$ -	\$ -	\$ -
22	Subtotal		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
23	Indirect Percentage		0.00%		0.00%	0.00%	0.00%	
24	Indirect Cost (Line 21 X Line 22)		\$ -		\$ -	\$ -	\$ -	\$ -
25	Other Expenses (Not subject to indirect %)		\$ -		\$ -	\$ -	\$ -	\$ -
26	Capital Expenditure		\$ -		\$ -	\$ -	\$ -	\$ -
28	Total Expenditures		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
29								
30	HSH Revenues (select)							
31								\$ -
32								\$ -
33	HUD ESG (CFDA 14.231)		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
34			\$ -		\$ -	\$ -	\$ -	\$ -
35								\$ -
36			\$ -		\$ -	\$ -	\$ -	\$ -
37								\$ -
38								\$ -
39								\$ -
40	Total HSH Revenues		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)							
42								\$ -
43								\$ -
44								\$ -
45								\$ -
46								\$ -
47	Total Other Revenues		\$ -		\$ -	\$ -	\$ -	\$ -
48								
49	Total HSH + Other Revenues		\$ 55,000		\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
50	Rev-Exp (Budget Match Check)		\$ -		\$ -	\$ -	\$ -	\$ -
52								
53	Prepared by	Rachael Hoke McNamara						
54	Phone	628.652.7766						
55	Email	Rachael Hoke McNamara						

	A	B	C	D	E	F	I	J	K	L	M	P	Q	R	S	T	BT				
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																				
2	SALARY & BENEFIT DETAIL																				
3	Document Date	7/2/2020																			
4	Provider Name	Hamilton Families																			
5	Program	260 Golden Gate Family Shelter																			
6	FSP Contract ID#	1000018392																			
7	Budget Name	Shelter Essentl																			
8		Year 1				Year 2					Year 3					All Years					
9	POSITION TITLE	Agency Totals		For HSH Funded Program		7/1/2020 - 6/30/2021		Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022		Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023		7/1/2020 - 6/30/2023	
10						Current						Current						Current		Current	
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary				
12	Shift Coordinator	\$ 60,060	1.00	75%	0.75	\$ 45,045	\$ 60,060	1.00	75%	0.75	\$ 45,045	\$ 60,060	1.00	75%	0.75	\$ 45,045	\$ 135,135				
55		TOTAL SALARIES				\$ 45,045	TOTAL SALARIES					\$ 45,045	TOTAL SALARIES					\$ 45,045	\$ 135,135		
56		TOTAL FTE				0.75	TOTAL FTE					0.75	TOTAL FTE					0.75			
57		FRINGE BENEFIT RATE				22.10%	FRINGE BENEFIT RATE					22.10%	FRINGE BENEFIT RATE					22.10%			
58		EMPLOYEE FRINGE BENEFITS				\$ 9,955	EMPLOYEE FRINGE BENEFITS					\$ 9,955	EMPLOYEE FRINGE BENEFITS					\$ 9,955	\$ 29,865		
59		TOTAL SALARIES & BENEFITS				\$ 55,000	TOTAL SALARIES & BENEFITS					\$ 55,000	TOTAL SALARIES & BENEFITS					\$ 55,000	\$ 165,000		
60																					
61																					
62																					

Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. **Timelines:** Grantee shall submit all invoices and any related required documentation in the format specified in below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of end of the fiscal year or project period.

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

B. Invoicing System:

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure to the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including names, emails, phone number, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
 3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.

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

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>

General Fund	
Type	Instructions and Examples of Documentation
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide for all revenue expenses that offset the costs in the Appendix B, Budget(s) covered by the agreement each time an invoice is submitted.</p>

Housing and Urban Development (HUD) Emergency Solutions Grant: CFDA #14.231	
Type	Instructions and Example of Documentation
Homelessness Prevention	<p>Grantee may use this line item in accordance with 24 CFR 576.103, 576.105, and 576.106 – Homelessness Prevention.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing search and placement; • Housing stability case management; and/or • Mediation. <p>Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.</p>

Housing and Urban Development (HUD) Emergency Solutions Grant: CFDA #14.231	
Type	Instructions and Example of Documentation
Rapid Rehousing	<p>Grantee may use this line item in accordance with 24 CFR 576.104, 576.105, and 576.106 – Rapid Rehousing.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing search and placement; • Housing stability case management; and/or • Mediation. <p>Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.</p>
Emergency Shelter	<p>Grantee may use this line item in accordance with 24 CFR 576.102, 576.2 – Shelter.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing stability case management; • Life skills training; and/or • Mental health and/or substance abuse services. <p>Documentation may also include proof of eligible payment of shelter maintenance; insurance; or utilities associate with a shelter location.</p>

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

Appendix E – Permitted Subcontractors

1. NONE

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

I. Definitions

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

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

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

- i. Has programmatic decision-making responsibility within the scope of services of the Agreement;
- ii. May determine client eligibility for the Federal program;
- iii. In accordance with its Agreement, uses the Federal funds to carry out all or part of a Federal program, as opposed to providing goods or services to help the City administer the Federal program.

See 2 CFR §200.330 for more guidance.

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

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

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Agreement;
- ii. Does not determine client eligibility for the federal program; and
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.

See 2 CFR §200.330 for more guidance.

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

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

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

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
- i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge;
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward;
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
 - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions;
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements;
 - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;
 - v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and

- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

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

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

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

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this Agreement with the City. This includes but is not limited to compliance with §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they:
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100 percent of compensated activities;
 - iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient’s written policy;
 - v. Comply with the established accounting policies and practices of the Subrecipient;
 - vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity;
 - vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));

- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

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

VII. Davis-Bacon Act Compliance. *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d).* Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance. *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d).* Subrecipient agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

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

A. Compliance. Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime. No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for that employee's unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph B.

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

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

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

B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

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

A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.

B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

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

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

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

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

XIII. Single Audit Requirements

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

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

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

- B.** Further, all provisions of each Federal awarding agency’s incorporation of the Uniform Guidance are also hereby incorporated as reference:

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

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

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

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

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