

SUBCONTRACT PERFORMANCE
AGREEMENT
Between
<<Lead Contractor>>
and
<<Subcontractor>> (collaborating agency)

I. RECITAL

This Subcontract Performance Agreement (hereafter, SPA) between **<<Lead Contractor>>** (hereafter, "**<<Lead Contractor Short Name>>**"), and **<<Subcontractor>>** (hereafter "**<<Subcontractor Short Name>>**"), is entered into on July 1, 2015 for the following purposes:

- A. **<<Lead Contractor Short Name>>** has entered into a contract with the San Francisco Human Services Agency (hereafter, "HSA"). Under this contract **<<Lead Contractor Short Name>>**, along with **<<Subcontractor Short Name>>** as a Collaborating Agency, will **<<enter description of services>>**.
- B. **<<Lead Contractor Short Name>>** and **<<Subcontractor Short Name>>** enter this SPA with the goal of providing _____.
- C. **<<Lead Contractor Short Name>>** and **<<Subcontractor Short Name>>** enter into this SPA for the purposes specified above and agree **<<Subcontractor Short Name>>** will render services as outlined in this document.

II. DEFINITIONS

"SPA" (Subcontract Performance Agreement) – shall mean this SPA entered into by the parties hereto.

"HSA"- shall refer to the San Francisco Human Services Agency, the local government office contracting with **<<Lead Contractor Short Name>>**.

"Agency Staff" – shall refer to employees hired by **<<Subcontractor Short Name>>** to implement the program.

"Appendix A" -- shall refer to the scope of services document, Appendix A, included in the contract between **<<Lead Contractor Short Name>>** and HSA.

NOW, THEREFORE, the parties herein do mutually agree as follows:

III. TERMS AND CONDITIONS

A. Term of Subcontract Performance Agreement

The term of this SPA is 36 months, **July 1, 2015 through June 30, 2018.**

B. Program Goal

1. <<Subcontractor Short Name>> shall be responsible for administering and operating a program that meets the following goal, as stated in Appendix A of the contract between <<Lead Contractor Short Name>> and HSA: _____.

C. Scope of Services

1. <<Subcontractor Short Name>> shall be responsible for the execution of services, in a satisfactory and proper manner, in compliance with the Scope of Services, Appendix A, and in accordance with the terms and conditions of the contract between HSA and <<Lead Contractor Short Name>>, and sections in this SPA.
2. Location and time of Services

Services will be available to weekdays between 9:00 a.m. and 5:00 p.m. and when necessary at other times to best meet the needs of the families. Services will take place at the <<Subcontractor Short Name>> offices.

D. Collaboration between <<Lead Contractor Short Name>> and <<Subcontractor Short Name>>

1. Work collaboratively to maintain structure of project, including enrollment and performance criteria and necessary forms and procedures.
2. Work collaboratively to develop/revise outreach materials to and to perform outreach.
3. Convene for regular project review meetings, which will include evaluating and fine-tuning project structure and reviewing client referrals and existing client families
4. Work collaboratively to achieve all service objectives and outcome objectives.
5. Gather data necessary to measure progress toward service and outcome objectives in an accurate and timely fashion in order that accurate reports may be submitted on time to HSA

E. Compensation I Disbursement of Funds

1. <<Subcontractor Short Name>> will submit invoices to <<Lead Contractor Short

Name>> no later than the fifteenth (15th) of each month. The HSA invoice format should be used and documentation must include supporting general ledger and payroll register. Costs billed must be in accordance with approved budget. Electronic reports are preferred. Additional financial information will be provided upon request.

2. Reimbursement requests are subject to expense verification.
3. The total contract amount for the period between July 1, 2015 and June 30, 2018 shall not exceed: **\$2,119,682 (YR1: \$625,643; YR2: \$747,020; YR3: \$747,020)**; total payments will not exceed this amount.
4. Reimbursement amounts are contingent upon changes in contract funding.

F. Method of Payment

- I. <<Lead Contractor Short Name>> will include <<Subcontractor Short Name>>'s expenses in <<Lead Contractor Short Name>>' invoice to HSA and submit one monthly invoice to HSA.
2. All payments to <<Subcontractor Short Name>> will be contingent on the receipt of reimbursement from HSA.

G. Amendment and Termination of SPA

The parties hereof acknowledge and understand that <<Subcontractor Short Name>> must receive prior written approval from <<Lead Contractor Short Name>> in order to amend this SPA in any fashion.

I. Budget Modification

- a. <<Subcontractor Short Name>> shall not make any substantial change (more than ten percent (10%)) to the approved Subcontract Budget without prior approval of the <<Lead Contractor Short Name>> Finance Director.
- b. Budget Modifications should be submitted to <<Lead Contractor Short Name>> for prior approval. Budget Modifications will be accepted no later than 45 days before the end of the subcontract period.

2. Amendment

This SPA can only be modified or amended by a written SPA duly signed by persons authorized to sign SPA on behalf of <<Lead Contractor Short Name>> and <<Subcontractor Short Name>>.

3. Termination

In the event either party wishes to terminate this agreement, HSA must be notified and together HSA, <<Lead Contractor Short Name>>, and <<Subcontractor Short

Name>> will work on an acceptable plan to transfer or end services provided under this SPA. Notice of termination will be in writing and not less than 60 days.

H. Contract Requirements

1. This contract is subject to HSA written approval prior to the execution of the contracts
2. This SPA is subject to Section 12B.1 , Section 12B.2 OF the San Francisco Administrative Code Nondiscrimination in Contracts. Fines incurred due to the violation of Section 12B.1 or 12B.2 by <<Subcontractor Short Name>> are the responsibility of <<Subcontractor Short Name>> and cannot be reimbursed by funds through this subcontract.
3. This SPA is subject to Chapter 12P of the San Francisco Administrative Code, Minimum Compensation Ordinance (MCO), commonly referred to as the Living Wage Ordinance. Fines incurred due to the violation of Chapter 1 2P by <<Subcontractor Short Name>> are the responsibility of <<Subcontractor Short Name>> and cannot be reimbursed by funds received through this subcontract.
4. This SPA is subject to Chapter 12Q of the San Francisco Administrative Code, Health Care Accountability Ordinance (HCAO). Fines incurred due to the violation of Chapter 12Q by <<Subcontractor Short Name>> are the responsibility of <<Subcontractor Short Name>> and cannot be reimbursed by funds received through this subcontract
5. This SPA is subject to the San Francisco Paid Sick Leave Ordinance (PLSO), admin- istrative code 12W. Additional information about the ordinance can be found at www.sfgov.org/government. Fines incurred due to the violation of Chapter 12W by <<Subcontractor Short Name>> are the responsibility of <<Subcontractor Short Name>> and cannot be reimbursed <<Subcontractor Short Name>> funds received through this subcontract.
6. This SPA is subject to San Francisco Health Care Security Ordinance (HCSO). Fines incurred due to the violation of HCSO by <<Subcontractor Short Name>> are the responsibility of <<Subcontractor Short Name>> and cannot be reimbursed by funds received through this subcontract. Website at: www.sfgov.org/government.
7. This SPA is subject to Section 11105.3 of the California Penal Code (employee fingerprinting/ Department of Justice record of convictions). Fines incurred due to the violation of Section 11105.3 of the California Penal Code by <<Subcontractor Short Name>> are the responsibility of <<Subcontractor Short Name>> and cannot be reimbursed by funds received through this subcontract.
8. This SPA is subject to Equal Employment Opportunity requirements 20 CFR 95, Appendix A to Part 95:-E.O.11246, "Equal Employment Opportunity" as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations 41 CFR part 60, "Office of

Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. " More information can be found at www.eeoc.gov.

9. This SPA is subject to the San Francisco Drug free Workplace Ordinance (DFWO). Website at: www.sfgov.org/government.
10. This SPA is subject to the Sunshine Ordinance, Section 67. Additional information can be found at: www.sfgov.org/government.
11. <<Subcontractor Short Name>> has in place a policy against harassment of and by employees, volunteers, and clients and that the policy is made known during an orientation process at the beginning of the relationship the parties have with <<Subcontractor Short Name>>.
12. Failure of either party to enforce, at any time, any provisions of the SPA shall not be construed as a waiver of such provision or of any other provisions, or of the right of such party thereafter to enforce such provision.
13. If any provision or provisions of the SPA shall be held to be invalid, illegal, unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
14. This SPA contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations with SPAs regarding the subject matter hereof.
15. This SPA has been entered into in the State of California, County of San Francisco and questions with respect to the construction of the SPA and the rights and liabilities of the parties shall be governed by the laws of the State of California.

I. Audit Requirements

1. <<Subcontractor Short Name>> hereby agrees that for any federal/state/local funds directly or indirectly received <<Subcontractor Short Name>> will comply with applicable audit requirements in accordance with "government auditing standards". Any costs associated with such audit requirements shall be born entirely by <<Subcontractor Short Name>>.
2. Financial Reporting
 - a. <<Subcontractor Short Name>> shall provide an accurate, current, and complete disclosure of the financial results in accordance with City of San Francisco or other applicable financial reporting requirements.
3. Accounting Records
 - a. Records shall contain information pertaining to the SPA, authorizations,

obligations, unobligated balances, assets and outlays.

- b. Except for professional accountants <<Subcontractor Short Name>> retains to carry out its accounting duties hereunder, <<Subcontractor Short Name>> shall not assign or transfer or attempt to assign or transfer, all or any part of this SPA, or <<Subcontractor Short Name>>'s rights or obligations hereunder in whole or in part without the prior written consent of <<Lead Contractor Short Name>>.

4. Audit Resolution

- a. <<Subcontractor Short Name>> shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- b. <<Subcontractor Short Name>> shall promptly resolve any irregularities in its audit.

5. Review of Accounting Records

- a. <<Lead Contractor Short Name>> reserves the right to review all <<Subcontractor Short Name>> accounting records related to the program and directs <<Subcontractor Short Name>> to implement any corrective action necessary to remedy deficiencies in <<Subcontractor Short Name>>'s accounting practices as it relates to the program.

J. Insurance and Bonding

- 1. <<Subcontractor Short Name>> shall provide insurance per HSA requirements.

General liability	\$1,000,00
0 Workers' Compensation	\$1,000,00
0	

Automobile \$1,000,000

2. Certificate of insurance naming <<Lead Contractor Short Name>> as additional insured shall be issued to the following prior to July 1, 2015:

<<Lead Contractor>>
San Francisco, CA
94102

K. Independent Contractor

The relationship of <<Subcontractor Short Name>> to <<Lead Contractor Short Name>>, during the terms of this SPA shall be that of independent contractor. <<Subcontractor Short Name>> shall procure its own workers' compensation insurance, as required by law. <<Subcontractor Short Name>> is not hereunder a partner, agent or joint venture of <<Lead Contractor Short Name>> for any purpose whatsoever and is not granted, by the terms or execution of this SPA, any express right of authority to assume or create any responsibility on behalf of, or in the name of <<Lead Contractor Short Name>>, or to bind <<Lead Contractor Short Name>>, in any manner or thing whatsoever.

IV. SERVICES AND ACTIVITIES

A. Staffing

1. <<Subcontractor Short Name>> shall recruit and hire agency staff as per approved budget. <<Subcontractor Short Name>> is responsible for recruitment, hiring, orientation, and supervision of agency staff.
2. <<Subcontractor Short Name>> will be required to provide agency staff with adequate support, supervision and communication through their immediate supervisor and orient them to the policies and procedures of the project.
3. <<Subcontractor Short Name>> agency staff are the employees of <<Subcontractor Short Name>>, and not of <<Lead Contractor Short Name>>, and are covered by the personnel policies and procedures of <<Subcontractor Short Name>>.

B. Nepotism

1. <<Subcontractor Short Name>> will not hire a person in any program staff position if a member of his/her "immediate family" is employed in an administrative capacity for <<Subcontractor Short Name>> or <<Lead Contractor Short Name>>.
2. For purposes of this SPA, "immediate family" means wife, husband, and domestic partner as registered in the City and County of San Francisco, son, daughter, mother, father, brother, and/or sister. The term "administrative capacity" includes: all elected and appointed officials who will have any responsibility for the obtaining or approval

of any grant funded under the program, such as the Program or Project Director, member of the Board of Directors, Executive Director, and persons who have selection, hiring or supervisor responsibility for the program or operational responsibility for the program.

C. Grievance Procedures

1. <<Subcontractor Short Name>> agency staff shall use the grievance procedures established by <<Subcontractor Short Name>>.

V. ROLE OF <<Subcontractor Short Name>>

<<Subcontractor Short Name>> and its Board of Directors, in signing this SPA, have agreed to accept responsibilities for providing program services and will ensure that the following items are adhered to:

1. The <<Subcontractor Short Name>> Board of Directors shall delegate to the <<Subcontractor Short Name>> Executive Director oversight responsibility for the project at <<Subcontractor Short Name>> site.
2. Employment of staff to responsibly execute services, in a satisfactory and proper manner, as determined by <<Lead Contractor Short Name>>.
3. Program services are in full compliance with minimum program standards established by the project.
4. Submission of all reports as required by HSA
5. All proposed activities outlined in the HSA contract Appendix A.
6. All agency staff attends all meetings, training and events required for the program.
7. All staff members employed or volunteering to execute services have passed a criminal background check in compliance with California Penal Code III05.3.
8. All participants in the program meet eligibility requirements set forth in Appendix A.
9. Ensure that <<Subcontractor Short Name>> maintains 501(c) 3 tax-exempt status as determined by the Internal Revenue Service.

VI. ROLE OF <<Lead Contractor Short Name>>

A. Fiscal Agent

1. <<Lead Contractor Short Name>> shall be the fiscal agent of the Project. As such, <<Lead Contractor Short Name>> shall have the authority over <<Subcontractor Short Name>> with respect to all of the program's financial matters, including but not limited to budget planning and approval, fund accounting, financial reporting, cash disbursement to <<Subcontractor Short Name>>, billing to HSA for services provided, and verifying <<Subcontractor Short Name>>'s compliance with the requirements imposed by HSA and with the terms and conditions of this SPA.
2. In effort to ensure compliance, <<Lead Contractor Short Name>> will periodically request additional documentation for <<Subcontractor Short Name>> program expenses

and perform onsite monitoring of fiscal documentation and client files.

B. Administration

<<Lead Contractor Short Name>> shall have authority over <<Subcontractor Short Name>> with respect to all program administrative and policy matters, including but not limited to verifying <<Subcontractor Short Name>>'s compliance with the requirements imposed by HSA, and the terms and conditions of this SPA.

VII.CONTRACTORS DEFAULT

A. In the event that <<Subcontractor Short Name>> breaches, as reasonably determined by <<Lead Contractor Short Name>>, any of the provisions of the SPA or the terms and conditions of the contract between HSA/<<Lead Contractor Short Name>>, <<Lead Contractor Short Name>> may, at its sole option, deliver written notice to <<Subcontractor Short Name>> of its intent to terminate this SPA for reasons of such breach.

B. If the breach is not remedied to the satisfaction of <<Lead Contractor Short Name>> within ten (10) business days from the date of delivery of said notice to <<Subcontractor Short Name>>, the SPA shall be deemed terminated upon date of delivery.

C. The rights contained in the Section IX shall be in addition to any other right or remedies available to <<Lead Contractor Short Name>>, under this SPA, or under law or equity.

VIII. NOTICE

Any notice required or permitted to be given hereunder shall be in writing to the persons listed below by personal delivery or next day receipt courier and the date of receipt at the designated address shall be deemed to be the date of delivery of such notice, irrespective of the date appearing therein.

Notice shall be delivered as follow:

To <<Lead Contractor Short Name>>: Name of Contact
<<Lead Contractor>>
San Francisco, CA
94102

To <<Subcontractor Short Name>>: Name of Contact
<<Subcontractor Name>>
San Francisco, CA 94109

IX. INDEMNITY

- A. <<Subcontractor Short Name>> shall defend, indemnify, and hold harmless <<Lead Contractor Short Name>>, its directors, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, arising out of the performance of this SPA, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions <<Subcontractor Short Name>>, its directors, officers, employees, or agents.
- B. <<Lead Contractor Short Name>> shall defend, indemnify, and hold harmless <<Subcontractor Short Name>>, its directors, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, arising out of the performance of this SPA, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions <<Lead Contractor Short Name>>, its directors, officers, employees, or agents.

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AGREEMENT
Between
<<Lead Contractor>>
and
<<Subcontractor>> (collaborating agency)

**SIGNATURE
SHEET**

This Subcontract Performance Agreement for _____ covers the period from July 1, 2015 to June 30, 2018.

<<Lead Contractor>> and <<Subcontractor>> agree to the terms and conditions set forth in this agreement.

Approved for <<Lead Contractor>>:

<<Executive Director Full Name>>
Executive Director, <<Lead Contractor>>

Date _____

Approved for <<Subcontractor>>:

<<Executive Director Full Name>>
Executive Director, <<Subcontractor>>

Date _____