

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

HOMELESSNESS AND BEHAVIORAL HEALTH SELECT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Hillary Ronen, Chair
Homelessness and Behavioral Health Select Committee

FROM: John Carroll, Assistant Clerk

DATE: June 4, 2023

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 6, 2023

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, June 6, 2023. This resolution was acted upon at the Homelessness and Behavioral Health Select Committee meeting on June 2, 2023, at 9:00 a.m., by the votes indicated.

Item No. 40 **File No. 230511**

Resolution approving the first amendment to the grant agreement between Eviction Defense Collaborative and the Department of Homelessness and Supportive Housing ("HSH") for homelessness prevention assistance; extending the grant term by 36 months from June 30, 2023, for a total term of July 1, 2021, through June 30, 2026; increasing the agreement amount by \$14,947,500 for a total amount not to exceed \$24,792,066; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Hillary Ronen - Aye
Supervisor Rafael Mandelman - Aye
Supervisor Shamann Walton - Aye

Cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

File No. 230511

Committee Item No. 3

Board Item No. 40

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: June 2, 2023

Board of Supervisors Meeting: Date: June 6, 2023

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU - FY2023-2026 - Clean
- MOU - FY2023-2026 - Redline
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract / DRAFT Mills Act Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER

- DSHS Presentation – June 2, 2023
- Original Agreement – July 1, 2021
- Committee Report Request Memo – May 24, 2023
- _____
- _____
- _____
- _____

Prepared by: Stephanie Cabrera

Date: May 26, 2023

Prepared by: John Carroll

Date: June 4, 2023

Prepared by: _____

Date: _____

1 [Grant Agreement Amendment - Eviction Defense Collaborative - Rental Assistance
2 Disbursement Component - Not to Exceed \$24,792,066]

3 **Resolution approving the first amendment to the grant agreement between Eviction**
4 **Defense Collaborative and the Department of Homelessness and Supportive Housing**
5 **(“HSH”) for homelessness prevention assistance; extending the grant term by 36**
6 **months from June 30, 2023, for a total term of July 1, 2021, through June 30, 2026;**
7 **increasing the agreement amount by \$14,947,500 for a total amount not to exceed**
8 **\$24,792,066; and authorizing HSH to enter into any additions, amendments, or other**
9 **modifications to the agreement that do not materially increase the obligations or**
10 **liabilities, or materially decrease the benefits to the City.**

11
12 WHEREAS, The mission of the Department of Homelessness and Supportive Housing
13 (“HSH”) is to prevent homelessness when possible and make homelessness rare, brief, and
14 one-time in the City and County of San Francisco (“the City”) through the provision of
15 coordinated, compassionate, and high-quality services; and

16 WHEREAS, As of the 2022 Point-in-Time Count, there were approximately 7,750
17 people experiencing homelessness in San Francisco on any given night; and

18 WHEREAS, The City is committed to maintaining, expanding, and diversifying
19 homelessness prevention services to help people avoid housing crises; and

20 WHEREAS, The nonprofit provider Eviction Defense Collaborative (“EDC”) has
21 extensive experience operating prevention programs; and

22 WHEREAS, EDC has provided rental assistance services as part of targeted
23 homelessness prevention since before HSH’s creation in 2016; and

24 WHEREAS, In 2016, HSH inherited a grant agreement between EDC and the Human
25 Services Agency to provide targeted homelessness prevention; and

1 WHEREAS, In July 2018, HSH selected EDC through Request for Proposals #111 to
2 continue to provide this program, called the Rental Assistance Disbursement Component
3 (“RADCO”), in an amount not to exceed \$5,748,646 for a term of July 1, 2018, through
4 June 30, 2021; and

5 WHEREAS, HSH entered into a new grant agreement (“Agreement”) in 2021 for the
6 term July 1, 2021, through June 30, 2023 in an amount not to exceed \$9,844,566 with EDC to
7 continue to provide RADCO services, a copy of which is on file with the Clerk of the Board of
8 Supervisors in File No. 230511; and

9 WHEREAS, Since the Agreement started, EDC has served 502 households with
10 homelessness prevention assistance; and

11 WHEREAS, The proposed first amendment (“Amendment”) to the Agreement would
12 extend the Agreement by 36 months to June 30, 2026, and increase the not to exceed
13 amount by \$14,947,500 for a total amount not to exceed \$24,792,066; and

14 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
15 Receipts Tax for Homelessness Services) (“Prop C”), passed by San Francisco voters in
16 November 2018, to fund the Our City, Our Home Fund, in order to expand and complement
17 existing funding and strategic efforts to prevent and end homelessness for San Franciscans,
18 including prevention programming; and

19 WHEREAS, With two-thirds of the funding for the future years of this agreement comes
20 from Prop C; and

21 WHEREAS, A copy of the Amendment is on file with the Clerk in File No. 230511,
22 substantially in final form, with all material terms and conditions included, and only remains to
23 be executed by the parties upon approval of this Resolution; and

24 WHEREAS, The Amendment requires Board of Supervisors approval under
25 Section 9.118 of the Charter; now, therefore, be it

1 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
2 of HSH (“Director”) or their designee to execute the Amendment to extend the current term of
3 July 1, 2021, through June 30, 2023, to July 1, 2021, through June 30, 2026, and to increase
4 the not to exceed amount by \$14,947,500 for a total amount not to exceed \$24,792,066; and,
5 be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director or their
7 designee to enter into any amendments or modifications to the Amendment, prior to its final
8 execution by all parties, that HSH determines, in consultation with the City Attorney, are in the
9 best interest of the City, do not otherwise materially increase the obligations or liabilities of the
10 City, are necessary or advisable to effectuate the purposes of the grant, and are in
11 compliance with all applicable laws; and, be it

12 FURTHER RESOLVED, That within 30 days of the Amendment being executed by all
13 parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy
14 for inclusion in File No. 230511; this requirement and obligation resides with HSH, and is for
15 the purposes of having a complete file only, and in no manner affects the validity of the
16 approved agreement.

17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Recommended:

_____/s/_____

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

May 23, 2023

TO: Homelessness & Behavioral Health Select Committee

FROM: Budget and Legislative Analyst

SUBJECT: June 2, 2023 Homelessness & Behavioral Health Select Committee Meeting



TABLE OF CONTENTS

Item	File	Page
1	23-0485 Contract Amendment - Heluna Health - San Francisco Homeless Outreach Team - Outreach and Case Management Programming - Not to Exceed \$53,208,05	1
2	23-0510 Grant Agreement Amendment - Hamilton Families - 260 Golden Gate Family Shelter - Not to Exceed \$21,064,271.....	9
3	23-0511 Grant Agreement Amendment - Eviction Defense Collaborative - Rental Assistance Disbursement Component - Not to Exceed \$24,792,066.....	15
4	23-0452 Grant Agreement Amendment - Tenderloin Housing Clinic, Inc. - Crown, Winton, and National Hotels - Not to Exceed \$34,326,248.....	22
5	23-0571 Grant Agreement Amendment - Episcopal Community Services - Sanctuary Shelter - Not to Exceed \$25,755,271	29
6	23-0572 Contract Amendment - Community Forward SF Inc. - Substance Use Disorder and Mental Health Services - Not to Exceed \$22,298,042	34
7	23-0476 Contract Amendment - Conard House - Behavioral Health Services - Not to Exceed \$93,255,538.....	38

TABLE OF CONTENTS (continued)

Item	File	Page
8	23-0477 Contract Amendment - Bayview Hunters Point Foundation for Community Improvement - Behavioral Health Services - Not to Exceed \$20,138,218	44
9	23-0478 Contract Amendment - Bayview Hunters Point Foundation for Community Improvement - Substance Use Disorder Services - Not to Exceed \$14,332,498	49
10	23-0479 Contract Amendment - Richmond Area Multi-Services, Inc. - Behavioral Health Services for Children, Youth and Families - Not to Exceed \$31,570,886	54

Item 3 File 23-0511	Department: Department of Homelessness and Supportive Housing
EXECUTIVE SUMMARY	
<p>Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the First Amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Eviction Defense Collaborative (EDC) to provide homelessness preventions services, extending the grant term by three years through June 30, 2026, and increasing the not to exceed amount by \$14,947,500 for a total not to exceed amount of \$24,792,066. <p>Key Points</p> <ul style="list-style-type: none"> • The existing agreement with EDC was procured under the Administrative Code Chapter 21B, which allows HSH to award homeless service contracts without competitive bidding. HSH entered into an agreement with EDC in July 2021 to provide homelessness prevention services through the San Francisco Emergency Rental Assistance Program (SF ERAP) for 370 households annually. This contract was for \$9,844,566 with a term of two years through June 30, 2023. • HSH-funded homelessness prevention is currently focused on SF ERAP, which is administered jointly with the Mayor’s Office of Housing and Community Development. SF ERAP provides emergency financial assistance for move in costs, future rent, and rent owed to eligible households. In September 2022, the program temporarily stopped accepting new applications to process a backlog. As of February 2023, the program re-opened with narrower eligibility criteria, and the backlog has been cleared. Between June 2021 and May 2023, ERAP disbursed \$51 million (across all providers) and served more than 7,000 households. • The extended term of the grant with EDC will serve up to 464 households, an increase from 370 households in the first two years, and funds approximately 16.74 full time equivalent positions. Households will be limited to receiving a maximum of \$10,000 per calendar year, with limited exceptions, so EDC will be able to serve a higher number of households with the same amount of direct client assistance funding. <p>Fiscal Impact</p> <ul style="list-style-type: none"> • HSH projects annual expenditures of approximately \$4,599,740 in FY 2023-24. The grant includes a 15 percent contingency to account for cost escalation and/or fund expanded services. • The grant is funded by one-third City General Fund and two-thirds Proposition C dollars. <p>Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**Eviction Defense Collaborative and Procurement of Homelessness Prevention Assistance**

In September 2018, the City acting through the Department of Homelessness and Supportive Housing (HSH) retroactively entered into an agreement with Eviction Defense Collaborative (EDC) to provide Homelessness Prevention Assistance, through EDC's Rental Assistance Disbursement Component (RADCo) program, which provides one-time intervention to households that have recently experienced a housing loss or are at imminent risk of a housing loss. Interventions include engaging in problem solving conversations, providing flexible financial assistance to households, and offering housing-focused case management to help ensure housing stability and prevent entry into homelessness.

The 2018 grant was awarded through Request for Proposals (RFP) #111 which solicited proposals for homelessness prevention assistance and rapid rehousing services in April of 2018. According to HSH staff, five agencies submitted proposals for the homelessness prevention assistance service category and were awarded funding through RFP #111, including EDC as well as Catholic Charities, Compass Family Services, Hamilton Families, and the Homeless Prenatal Program.¹ This grant agreement expired at the end of June 2021.

Current Agreement Procurement

The existing agreement was procured under Chapter 21B of the Administrative Code, which allows the Department of Homelessness & Supportive Housing (HSH) to award homeless service contracts without a competitive procurement process to expeditiously address the homelessness crisis. This code section sunsets in March 2024 or if the Point-in-Time Count falls below 5,250.

This current agreement began on July 1, 2021 for a term of two years, through June 30, 2023 for a not-to-exceed amount of \$9,844,566. This funding provided support for homelessness prevention interventions through the San Francisco Emergency Rental Assistance Program (SF ERAP) for 370 households annually.

¹ Proposals were reviewed by three panelists, an Integrated Intake Director at the Human Services Agency, a Senior Community Development Specialist at the Mayor's Office of Housing and Community Development, and a Family Permanent Supportive Housing Program Manager at HSH. With an average score of 90 out of 100 points possible, EDC scored the lowest average of the five agencies who submitted proposals for homelessness prevention assistance.

System of Care

HSH-funded homelessness prevention services are currently focused on SF ERAP, which distributes emergency financial assistance for move in costs, future rent, and rent owed to eligible households. HSH administers SF ERAP in partnership with the Mayor's Office of Housing and Community Development (MOHCD). This EDC agreement is one of HSH's seven homelessness prevention agreements to implement the SF ERAP program.

SF ERAP opened as a COVID-19 relief program in May 2021 and served people who were ineligible to receive help from the State's COVID-19-related rental assistance programs. In April 2022 when the State's rental assistance program closed, SF ERAP started serving San Francisco residents with a household income at or below 80 percent of the Area Median Income (AMI) who were at risk of homelessness or housing instability. In September 2022, the program temporarily stopped accepting new applications to process a backlog. In 2021 and 2022, the SF ERAP program received 15,400 applications. The City issued 5,557 checks with an average assistance amount of \$6,876, for a total of \$38 million disbursed through December 2022. Of those who received assistance, 98 percent were at or below 50 percent AMI and 36 percent had experienced homelessness.

The program reopened and began accepting new applicants in February 2023 with updated eligibility criteria. Households must have an income at or below 50 percent AMI, be at high risk of experiencing homelessness or housing instability and have experienced a financial hardship in the last six months that resulted in unpaid rent or be unable to afford move-in costs to a unit they are planning to lease.

Rental Assistance Disbursed to Date

Between June 2021 and May 2023, ERAP disbursed \$51 million and served more than 7,000 households. According to the California COVID-19 Rent Relief Program Dashboard, the State's rental assistance program disbursed \$182.6 million and served more than 15,000 households.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the First Amendment to the grant agreement between HSH and EDC to continue providing homelessness prevention services through the RADCo program, extending the term of the grant by three years through June 30, 2026, and increasing the not to exceed amount by \$14,947,500 for a total new not to exceed amount of \$24,792,066. The resolution also authorizes HSH to enter into further immaterial amendments to the grant agreements.

Services

Services funded under this contract are currently focused on distributing emergency financial assistance for move in costs, future rent, and rent owed to eligible households through SF ERAP. The program utilizes the Homelessness Prevention Platform to help screen and identify households at high risk of homelessness and deliver services. Appendix A of the contract describes additional homelessness prevention services that EDC will provide, including problem solving conversations to help households explore and identify safe housing options outside the

homelessness response system and offer housing-focused referrals to help ensure housing stability and prevent entry into homelessness, such as legal services. According to HSH staff, EDC is not currently offering these homelessness prevention services and is focusing on administering financial assistance. Once the program develops, EDC will also provide these other homelessness prevention services. Services are provided Monday through Fridays from 9am to 5pm in San Francisco at EDC's offices and virtually by phone or email.

The extended term of the grant will serve up to 464 households, an increase from 370 households in the first two years, and funds approximately 16.74 full time equivalent positions. Starting in February 2023, HSH instituted a maximum assistance limit of \$10,000 per household per calendar year, with limited exceptions for households with an unlawful detainer. This allows EDC to serve a higher number of clients with the same amount of direct assistance.

Population Served and Prioritization

Under the agreement, the grantee serves households who are at the highest risk of becoming homeless or experiencing homelessness based on ERAP's vulnerability assessment questionnaire. Households may be referred for services by HSH Coordinated Entry Access Points or may self-refer. The grantee is responsible for verifying that a household meets the criteria for services and determining eligibility.

Service and Outcome Objectives

The proposed First Amendment to the grant agreement lists eight service objectives, stating that EDC shall:

- A. Hold initial Problem-Solving conversations with 100 percent of households seeking services.
- B. Complete a vulnerability assessment with a minimum of 464 households. This is an increase from 370 households in the original agreement.
- C. Provide targeted Homelessness Prevention Assistance to a minimum of 357 households. This is an increase from 290 households in the original agreement.
- D. Refer 100 percent of households not eligible for targeted Homelessness Prevention Assistance to an Access Point or other type of financial or housing assistance, as appropriate.
- E. Refer and connect 100 percent of households in need of mediation or legal services and advocacy to relevant services, as appropriate.
- F. Issue 100 percent of Flexible Financial Assistance within five business days from application approval and in accordance with HSH Homelessness Prevention Guide.
- G. Provide Housing Focused Case Management to 100 percent of eligible and interested households.
- H. Complete a Housing Stability plan, including a basic household budget, for 100 percent of households receiving Housing Focused Case Management services.

There are also five outcome objectives, which include: (1) 65 percent of households remain stably housed from program enrollment to program exit; (2) 75 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness

Response System six months after assistance ends; (3) 60 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System 12 months after assistance ends; (4) at least 30 percent of households who received Housing Focused Case Management will increase their monthly income (earned and/or unearned income) from program enrollment to program exit; and (5) at least 65 percent of households who received Housing Focused Case Management will have a successful connection to one or more community resources like legal services, mediation, public benefits, and/or behavioral health services from program enrollment to program exit.

Performance and Fiscal Monitoring

FY 2021-22 performance monitoring included a site visit in August 2022. The monitoring report shows that EDC met and exceeded contract goals for the number of households assessed (749 assessed out of a goal of 370) and served (328 served out of a goal of 290). HSH also found that out of a random sample of clients served during the first quarter of FY 2021-22, 94 percent did not return for other homelessness services within the City's response system six months after assistance ended.

However, HSH identified areas that needed improvement and requested follow-up action from EDC. The action steps included having EDC complete a training log for all staff; improving data quality by re-training staff on data quality and timeliness; training all staff on de-duplication procedures as HSH found two clients had received duplicative funds from EDC and another emergency rental assistance program agency; implementing the client survey; and keeping more detailed notes on clients who are ineligible or not prioritized for other resources as well as clients that receive legal referrals. In addition, HSH found that it took an average of 5.5 days for clients to receive financial assistance whereas the target is 5 days. HSH reports that since resuming normal operations in February 2023, program performance is currently at 5.6 days, still exceeding the target of 5 days. HSH will continue to monitor target timelines and if needed revisit the 5-day target in the future if unrealistic for providers to meet. A letter from October 24, 2022 indicates that HSH received EDC's responses to the monitoring report and the findings raised and determined the actions proposed as satisfactory, closing the findings for FY 2021-22.

HSH's monitoring report also found that EDC did not spend its full annual budget the last fiscal year, spending down only 77 percent of Proposition C dollars and 91 percent of City General Funds. HSH staff report that this was because the State of California was also operating a rental assistance program and the City did not want to duplicate efforts, so most San Francisco households seeking rental assistance were served by the State program rather than the local rental assistance program. In addition, HSH reports that EDC also had federal funds through the Mayor's Office of Housing and Community Development that were prioritized for spending down because otherwise they would have been lost. HSH reports that with the State's rental assistance program no longer operating, the City's ERAP program has fully reopened, and EDC is able to spend more of their City funds. HSH also met with EDC at the end of FY 2021-22 to discuss underspending.

Fiscal Monitoring

EDC has not had full fiscal and compliance monitoring by the City since FY 2018-19. HSH reports that fiscal monitoring for FY 2019-20 and FY 2021-22 was waived and monitoring in FY 2020-21 was deferred due to COVID-19. HSH reports that they anticipate full fiscal monitoring to take place in FY 2022-23. The FY 2018-19 fiscal monitoring report did not have any findings. HSH provided our office with EDC's FY 2021-22 audited financial statement, which showed that the organization generally met the financial statement performance standards monitored as part of the Citywide process, except that the agency's cash position was three weeks of operating expenses, rather than the recommended eight weeks.

FISCAL IMPACT

The proposed First Amendment would increase the not-to-exceed amount of the grant between HSH and EDC by \$14,947,500, for a total not-to-exceed of \$24,792,066. HSH projects annual expenditures of \$4,599,740 in FY 2023-24, as shown in Exhibit 1 below.

Exhibit 1: FY 2023-24 Projected Grant Agreement Expenditures

Expenditures	Amount
Salaries & Benefits	\$1,497,229
Operating Expense ²	363,049
<i>Subtotal</i>	\$1,860,278
Indirect Percentage (18%)	\$334,462
Other Expenses ³	2,405,000
Total	\$4,599,740

Source: Proposed grant agreement amendment

The \$4,599,740 budget for FY 2023-24 in Exhibit 1 is four percent greater than the FY 2022-23 grant budget of \$4,437,857 of the original agreement. This increase is largely due to an increase in operating expenses, specifically staff training, recruitment fees, and database costs. In addition, the annual indirect percentage increased from 15 percent in the original agreement to 18 percent in the proposed First Amendment.

Actual and budgeted expenditures by year are shown in Exhibit 2 below.

² Operating Expenses include rent, utilities, office supplies, building maintenance supplies and repair, printing, insurance, staff training, rental equipment, staff recruitment fees, program expenses, IT services, and database services.

³ Other Expenses include Rental Assistance (RADCo) and other direct assistance.

Exhibit 2: Actual and Budgeted Expenditures by Year

Year	Amount
Year 1 (FY 2021-22) Actual	\$4,323,223
Year 2 (FY 2022-23) Budgeted	4,599,740
<i>Subtotal, Years 1-2</i>	<i>\$8,922,963</i>
Year 3 (FY 2023-24)	\$4,599,740
Year 4 (FY 2024-25)	4,599,740
Year 5 (FY 2025-26)	4,599,740
<i>Subtotal, Years 3-5</i>	<i>\$13,799,220</i>
Contingency (15% of Years 3-5 Amount)	\$2,069,883
Total Not-to-Exceed	\$24,792,066

Source: Proposed grant agreement amendment

The grant agreement includes a 15 percent contingency to account for cost escalation and/or fund expanded services.

Actual Spending

As of March 2023, EDC has spent 57 percent of its projected FY 2022-23 budget (\$2,626,943 out of \$4,559,740). According to HSH, underspending is due to the program closure from September 2022 until February 2023, and the decision of City leadership to prioritize spending of federal funds through the Mayor's Office of Housing and Community Development, as discussed above. In addition, there was a change in the data platform used by San Francisco ERAP providers, which led to additional delays.

Funding Sources

The grant is funded by one-third of the City General Fund and two-thirds of Proposition C dollars. The first year of the grant, EDC received one-time General Fund dollars for a one-time carry forward of \$772,507 from FY 2021-22 to FY 2022-23 to add unused funding from post-COVID services ramp-up to direct client assistance as well as to cover a move of the program to a new building that better suited the program.

RECOMMENDATION

Approve the proposed resolution.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230511

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Bryn Miller	9784602875
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Eviction Defense Collaborative	TELEPHONE NUMBER (415)947-0797
STREET ADDRESS (including City, State and Zip Code) 976 Mission Street, San Francisco, CA 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230511
DESCRIPTION OF AMOUNT OF CONTRACT \$24,792,066		
NATURE OF THE CONTRACT (Please describe) The first amendment to the grant agreement between Eviction Defense Collaborative and the Department of Homelessness and Supportive Housing ("HSH") for homelessness prevention assistance, which extends the grant term by 36 months for a total term of July 1, 2021, through June 30, 2026 and increases the agreement amount by \$14,947,500 for a total amount not to exceed \$24,792,066.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Alioto	Jo	Board of Directors
2	Polanco Mendoza	Dina	Board of Directors
3	Lopez	Priscilla	Board of Directors
4	Carrillo Rodriguez	Lila	Board of Directors
5	Lyon	Shelly	Board of Directors
6	Wright	Greg	Board of Directors
7	Weber	John	Board of Directors
8	Sigal	Dina	Board of Directors
9	Cuculla Lim	Martina	CEO
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Eviction Defense Collaborative: Rental Assistance Disbursement Component Grant Agreement First Amendment

Homelessness and Behavioral Health Select Committee | June 2, 2023



Proposed Amendment Details

- **Resolution:** Approve the **first amendment** to the grant agreement between HSH and **Eviction Defense Collaborative (EDC)** for the **Rental Assistance Disbursement Component (RADCo)**.
- **Term:**
 - Current Term: July 1, 2021 – June 30, 2023
 - Amended Term: **July 1, 2021 – June 30, 2026**
- **Amount:** Increases not-to-exceed amount by **\$14,947,500** for a total not-to-exceed amount of **\$24,792,066**.

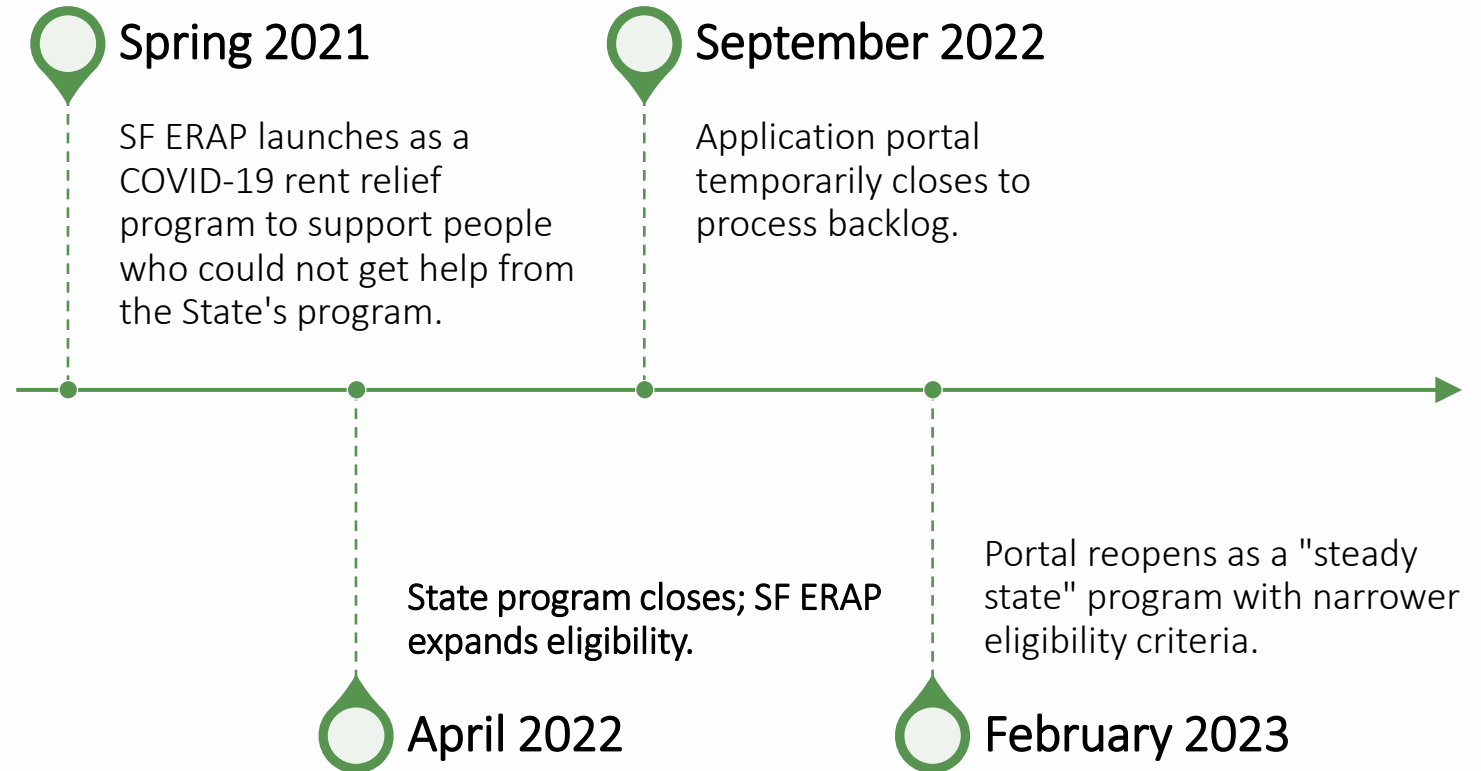
Grant Agreement Overview

- **Homelessness prevention** through the San Francisco Emergency Rental Assistance Program (SF ERAP):
 - Screen and identify households at high risk of homelessness.
 - Distribute back rent, future rent, and move in assistance through ERAP.
 - Provide services at the EDC office or online.
- Serves individuals and families at risk of homelessness:
 - Amendment will serve **464 households annually (increase from 370 in original agreement)**.
 - EDC has a special focus among ERAP providers on **applicants who have been served an eviction lawsuit** (unlawful detainer) - more complex and take longer to process.

Program Context: SF ERAP

- ERAP is San Francisco's main **prevention program**—jointly administered by HSH and MOHCD.
- Since June 2021, the program has disbursed approximately **\$51 million** to **over 7,000 households**.

EDC served **502 households** with **\$3.2 million** between July 2021 and April 2023.





DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

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

**FIRST AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
EVICTION DEFENSE COLLABORATIVE**

THIS AMENDMENT of the **July 1, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **EVICTION DEFENSE COLLABORATIVE** ("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 was selected pursuant to Ordinance No. 61-19, which authorizes the Department to enter into contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

WHEREAS, the City's Board of Supervisors approved this First Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution **<insert Resolution number>** on **<Month Date, Year>** to extend the grant term by three years and increase the grant amount by up to \$15,755,434; and

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

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

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

(a) Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2021** between Grantee and City.

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

2.1 ARTICLE 3 TERM of the Agreement currently reads as follows:

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, 2021** 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.

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

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, 2021** and expire on **June 30, 2026**, 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.

2.2 Section 4.2 Grantee's Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.2 Grantee's Personnel.

- (a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at:

<https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
 - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
 - B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

2.3 Section 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Eight Hundred Forty Four Thousand Five Hundred Sixty Six Dollars (\$9,844,566)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Nine Hundred Sixty**

Eight Thousand Eight Hundred Fifty Two Dollars (\$968,852) 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.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Four Million Seven Hundred Ninety Two Thousand Sixty Six Dollars (\$24,792,066)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Sixty Nine Thousand Eight Hundred Eighty Three Dollars (\$2,069,883)** 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.

2.4 Section 13.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

13.3 Subcontracting. If Appendix B, Budget, 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 B, Budget, 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 B, Budget 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.

2.5 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is deleted and replaced by the following:

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
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Eviction Defense Collaborative
976 Mission Street
San Francisco, CA, 94103
Attn: Martina Cucullu Lim
Email: martinac@evictiondefense.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.

2.6 Section 17.6 Entire Agreement of the Agreement is hereby deleted and replaced with the following:

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 (dated July 1, 2023)

Appendix B, Budget (dated July 1, 2023)

Appendix C, Method of Payment (dated July 1, 2023)

Appendix D, Interests in Other City Grants (dated July 1, 2023)

2.7 Appendix A, Services to be Provided, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated July 1, 2023), for the period of July 1, 2021 to June 30, 2026.

2.8 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2023), for the period of July 1, 2021 to June 30, 2026.

2.9 Appendix C, Method of Payment, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2023).

2.10 Appendix D, Interests in Other City Grants, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2023).

2.11 Appendix E, Permitted Subcontractors, of the Agreement is hereby deleted.

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**

**EVICTION DEFENSE
COLLABORATIVE**

By: _____
Shireen McSpadden
Executive Director

By: _____
Martina Cucullu Lim
Executive Director
City Supplier Number: 20400

Approved as to Form:
David Chiu
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Eviction Defense Collaborative
Homelessness Prevention Assistance**

I. Purpose of Grant

The purpose of the grant is to provide targeted Homelessness Prevention Assistance to the served population. The goal of this grant is to ensure that the Homelessness Response System (HRS) can identify and assist these households and provide services to prevent or quickly end their homelessness.

II. Served Population

Grantee shall serve households who are at the highest risk of becoming homeless and/or are experiencing homelessness, as defined by HSH’s vulnerability assessment questionnaire.¹

Grantee shall serve households who are experiencing homelessness, as defined by the San Francisco Department of Homelessness and Supportive Housing (HSH) definitions.²

III. Referral and Prioritization

Households may self-refer for targeted Homelessness Prevention Assistance. Households may also be referred by HSH Coordinated Entry Access Points.

Grantee shall determine eligibility for all targeted Homelessness Prevention Assistance services by verifying that the household meets the criteria for services. Grantee shall utilize HSH-provided vulnerability assessment questionnaire to assess households seeking services in order to target those most likely to enter the HRS.

Participation in targeted Homelessness Prevention Assistance services is voluntary. Households may elect to end services at any point in the process.

IV. Description of Services

Grantee shall provide services to the number of clients listed in the Appendix B, Budget. Grantee shall provide the following services to eligible households:

A. Problem Solving Conversation:

Grantee shall offer a Problem Solving conversation before assistance is provided. The foundation of Problem Solving is a creative and exploratory conversation focused on helping households explore and identify safe housing options available outside of the HRS. This strength-based intervention identifies creative solutions to prevent or quickly resolve homelessness, including exploring the household’s strengths and support network. Problem Solving can offer a range of flexible, financial and non-financial assistance to support a housing resolution.

¹ HSH’s vulnerability assessment questionnaire prioritizes households who are at the highest risk of becoming homeless by identifying vulnerability factors that are tied to homelessness based on available best practices and research. The vulnerability assessment questionnaire is embedded in the “Homelessness Prevention Platform”.

² See the San Francisco Homelessness Response System Homeless Populations document for definitions: <https://hsh.sfgov.org/wp-content/uploads/2020/05/HSH-Definitions-Populations-San-Francisco-Connection-and-Homeless-Status.pdf>

B. Homelessness Prevention Platform:

Grantee shall utilize the Homelessness Prevention Platform (HPP), a web-based end-to-end platform, to screen and identify households at high risk of homelessness and to deliver services. HPP includes a multi-lingual online application and extensive back-office capabilities, including an embedded household vulnerability assessment questionnaire, inter-provider communication/client coordination tool, performance reporting, and programmatic and financial workflow controls.

C. Flexible Financial Assistance:

Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate flexible financial assistance. Grantee shall issue flexible financial assistance to eligible households in accordance to the guidelines and procedures delineated in the HSH Homelessness Prevention Guide, including:

1. Allowable expenditure categories;
2. Allowable payment types;
3. Allowable limits/frequency; and
4. Allowable and required documentation.

D. Housing-Focused Case Management:

Grantee shall arrange, coordinate, monitor and/or deliver any services that will directly assist in ensuring housing stability and preventing an entry into homelessness. Participation in case management is not a requirement to receive flexible financial assistance. Receipt of, or eligibility for, flexible financial assistance is not a prerequisite to receiving housing focused case-management services. Housing-focused case management services include but are not limited to:

1. Developing and implementing a Housing Stability Plan in collaboration with the household. Service goals identified in the plan should be directly connected to housing stability or other challenges that might impact housing stability;
2. Budgeting and money management assistance and/or connection to related services that support housing stabilization; and
3. Referrals and linkages to community resources like legal services, mediation, public benefits, behavioral health services, health care, domestic violence advocacy/support, substance use treatment, and/or others, as appropriate.

V. Location and Time of Services

Grantee shall provide services in San Francisco, CA, Monday through Friday from 9:00 a.m. to 5:00 p.m., with the exception of holidays. Services may be provided at additional times and locations, as needed, upon prior approval from HSH.

VI. Service Requirements

- A. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services and tenants who primarily speak language(s) other than English.
- B. 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 the served population is 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.
- C. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
 - 1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request services; and
 - 2. A written annual survey, 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.
- D. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
 - 1. Regular communication to HSH about the implementation of the program;
 - 2. Attendance of HSH meetings, as requested; and
 - 3. Attendance of trainings, as requested.
- E. 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 site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- F. Public Health Emergency: Grantee shall follow the orders and guidance of the City and County of San Francisco's issuing Department related to a disaster and emergency response event, defined as public emergency affecting life, health, or property. This may include, but is not limited to, altering the method of service delivery on a temporary basis to protect the health and safety of Grantee staff and the served population.
- G. Data Standards:
 - 1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement, including but not limited to:

- a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
2. Records entered into the (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 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 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.
 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.

H. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy files with eligibility, including, but not limited to, homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

I. Homelessness Prevention Platform: Grantee shall enter into a “User Participation, Data Sharing and Confidentiality Agreement” with Bay Area Community Services (BACS) for access to the “Homelessness Prevention Platform” (HPP) and must remain in compliance with BACS Agreement terms in order to have continued access and use of the HPP.

J. Vulnerability Assessment: Grantee shall use HSH’s vulnerability assessment questionnaire to determine eligibility and assess households seeking targeted Homelessness Prevention Assistance services. Policies and guidance around the vulnerability assessment questionnaire are currently evolving and in development. The vulnerability assessment questionnaire is subject to ongoing system analysis that will be used to evaluate outcomes and guide necessary changes in assessment criteria. Grantees will be included in the development and adoption of relevant policies and practices and shall actively engage in input sessions as directed by HSH.

- K. Regional Homelessness Prevention Network: Grantee shall contribute to efforts in the on-going development, implementation and evaluation process of a Regional Homelessness Prevention Network that seeks to advance a coordinated regional strategy to homelessness prevention and includes a focus on best practices and evidence-based programming.
- L. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH Overdose Prevention Policy. Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives shall be calculated at a household level rather than per participant. A household may include more than one participant. All service objectives will be monitored by gathering ONE system data, data in other web-based portals and platforms, and/or by sampling participant files during annual program monitoring visits:

- A. Grantee shall have an initial Problem Solving conversation with 100 percent of households seeking services.
- B. Grantee shall complete a vulnerability assessment with a minimum of 464 households.
- C. Grantee shall provide targeted Homelessness Prevention Assistance to a minimum of 357 households.
- D. Grantee shall refer 100 percent of households not eligible for targeted Homelessness Prevention Assistance to an Access Point or other type of financial or housing assistance, as appropriate.
- E. Grantee shall refer and connect 100 percent of households in need of mediation or legal services and advocacy to relevant services, as appropriate.
- F. Grantee shall issue 100 percent of Flexible Financial Assistance within five business days from application approval and in accordance to the HSH Homelessness Prevention Guide.
- G. Grantee shall provide Housing Focused Case Management to 100 percent of eligible and interested households.
- H. Grantee shall complete a Housing Stability plan, including a basic household budget, for 100 percent of households receiving Housing Focused Case Management services.

VIII. Outcome Objectives

Grantee shall achieve the following annual outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per participant. A household may include more than one participant. All outcome objectives will be monitored by gathering ONE system data, data in other web-based portals, and/or by sampling participant files during annual program monitoring visits:

- A. 65 percent of households remain stably housed from program enrollment to program exit.
- B. 75 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System six months after assistance ends.
- C. 60 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System 12 months after assistance ends.
- D. At least 30 percent of households who received Housing Focused Case Management will increase their monthly income (earned and/or unearned income) from program enrollment to program exit.
- E. At least 65 percent of households who received Housing Focused Case Management will have a successful connection to one or more community resources like legal services, mediation, public benefits, and/or behavioral health services from program enrollment to program exit.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, including but not limited to the ONE system and CARBON.
- B. Grantee shall provide a quarterly and 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 required metrics in the CARBON database by the 15th of the month following the end of the quarter and end of the year, respectively.
- C. Grantee 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 Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.

- D. 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, 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, Disaster and Emergency Response Plan and training, personnel 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.
1. Monitoring of program participation in the ONE system may include, but not limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.
- 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
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2023		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	7/1/2021	6/30/2023	2
6	Amended Term	7/1/2021	6/30/2026	5
7				
8	Approved Subcontractors			
10	None			
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

	A	B	C	D	E	H	M	P	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	7/1/2023										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	7/1/2021	6/30/2023	2								
6	Amended Term	7/1/2021	6/30/2026	5								
7	Provider Name	Eviction Defense Collaborative										
8	Program	RADCO Housing Solutions										
9	FSP Contract ID#	1000021943										
10	Action (select)	Amendment										
11	Effective Date	7/1/2023										
12	Budget Names	General Fund - Homelessness Prevention/Problem Solving, Prop C - Homelessness Prevention/Problem Solving										
13		Current	New									
14	Term Budget	\$ 8,922,963	\$ 22,722,183									
15	Contingency	\$ 921,603	\$ 2,069,883	15%								
16	Not-To-Exceed	\$ 9,844,566	\$ 24,792,066									
17				Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
18				7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026	
19	Expenditures			Actuals	Actuals	New	New	New	Current/Actuals	Amendment	New	
20	Salaries & Benefits	\$	\$	1,426,749	1,497,229	1,497,229	1,497,229	1,497,229	2,923,978	\$ 4,491,687	\$	7,415,665
21	Operating Expense	\$	\$	454,675	363,049	363,049	363,049	363,049	817,724	\$ 1,089,146	\$	1,906,870
22	Subtotal	\$	\$	1,881,424	1,860,278	1,860,278	1,860,278	1,860,278	3,741,702	\$ 5,580,833	\$	9,322,535
23	Indirect Percentage											
24	Indirect Cost (Line 22 X Line 23)	\$	\$	390,742	334,462	334,462	334,462	334,462	725,204	\$ 1,003,387	\$	1,728,591
25	Other Expenses (Not subject to indirect %)	\$	\$	1,848,960	2,405,000	2,405,000	2,405,000	2,405,000	4,253,960	\$ 7,215,000	\$	11,468,960
26	Capital Expenditure	\$	\$	202,097	-	-	-	-	202,097	\$	\$	202,097
27	Admin Cost (HUD Only)	\$	\$	-	-	-	-	-	-	\$	\$	-
28	Total Expenditures	\$	\$	4,323,223	4,599,740	4,599,740	4,599,740	4,599,740	8,922,963	\$ 13,799,220	\$	22,722,183
29												
30	HSH Revenues (select)											
31	General Fund - Ongoing	\$	\$	1,525,423	1,568,240	1,568,240	1,568,240	1,568,240	3,093,663	\$ 4,704,720	\$	7,798,383
33	General Fund - One-Time	\$	\$	772,507	-	-	-	-	772,507	\$	\$	772,507
34	Prop C	\$	\$	3,000,000	3,031,500	3,031,500	3,031,500	3,031,500	6,031,500	\$ 9,094,500	\$	15,126,000
35	Adjustment to Actuals	\$	\$	(974,707)	-	-	-	-	(974,707)	\$	\$	(974,707)
40	Total HSH Revenues	\$	\$	4,323,223	4,599,740	4,599,740	4,599,740	4,599,740	8,922,963	\$ 13,799,220	\$	22,722,183
41	Other Revenues (to offset Total Expenditures)											
42		\$	\$	-	-	-	-	-	-	\$	\$	-
47	Total Other Revenues	\$	\$	-	-	-	-	-	-	\$	\$	-
48												
49	Total HSH + Other Revenues	\$	\$	4,323,223	4,599,740	4,599,740	4,599,740	4,599,740	8,922,963	\$ 13,799,220	\$	22,722,183
50	Rev-Exp (Budget Match Check)	\$	\$	-	-	-	-	-	-	\$	\$	-
52	Total Adjusted Salary FTE (All Budgets)					16.74	16.74	16.74				
53												
54	Prepared by	Krista Alderson										
55	Phone											
56	Email	kristaa@evictiondefense.org										

	A	B	C	D	E	H	M	P	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	7/1/2023										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	7/1/2021	6/30/2023	2								
6	Amended Term	7/1/2021	6/30/2026	5								
7	Provider Name	Eviction Defense Collaborative										
8	Program	RADCO Housing Solutions										
9	FSP Contract ID#	1000021943										
10	Action (select)	Amendment										
11	Effective Date	7/1/2023										
12	Budget Name	General Fund - Homelessness Prevention/Pr										
13		Current	New									
14	Term Budget	\$ 3,582,885	\$ 8,287,605									
15	Contingency	\$ 921,603	\$ 2,069,883	15%								
16	Not-To-Exceed	\$ 9,844,566	\$ 24,792,066	Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
17		7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026			
18		Actuals	Actuals	New	New	New	Current/Actuals	Amendment	New			
19	Expenditures											
20	Salaries & Benefits	\$ 599,856	\$ 644,447	\$ 644,447	\$ 644,447	\$ 644,447	\$ 1,244,303	\$ 1,933,342	\$ 3,177,645			
21	Operating Expense	\$ 368,525	\$ 275,395	\$ 275,395	\$ 275,395	\$ 275,395	\$ 643,920	\$ 826,186	\$ 1,470,107			
22	Subtotal	\$ 968,381	\$ 919,843	\$ 919,843	\$ 919,843	\$ 919,843	\$ 1,888,224	\$ 2,759,528	\$ 4,647,752			
23	Indirect Percentage	26%	21%	21%	21%	21%	21%					
24	Indirect Cost (Line 22 X Line 23)	\$ 253,785	\$ 193,397	\$ 193,397	\$ 193,397	\$ 193,397	\$ 447,182	\$ 580,191	\$ 1,027,373			
25	Other Expenses (Not subject to indirect %)	\$ 590,382	\$ 455,000	\$ 455,000	\$ 455,000	\$ 455,000	\$ 1,045,382	\$ 1,365,000	\$ 2,410,382			
26	Capital Expenditure	\$ 202,097	\$ -	\$ -	\$ -	\$ -	\$ 202,097	\$ -	\$ 202,097			
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 2,014,645	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 3,582,885	\$ 4,704,719	\$ 8,287,604			
29												
30	HSH Revenues (select)											
31	General Fund - Ongoing	\$ 1,525,423	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 3,093,663	\$ 4,704,720	\$ 7,798,383			
33	General Fund - One-Time	\$ 772,507	\$ -	\$ -	\$ -	\$ -	\$ 772,507	\$ -	\$ 772,507			
35	Adjustment to Actuals	\$ (283,285)	\$ -	\$ -	\$ -	\$ -	\$ (283,285)	\$ -	\$ (283,285)			
40	Total HSH Revenues	\$ 2,014,645	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 3,582,885	\$ 4,704,720	\$ 8,287,605			
41	Other Revenues (to offset Total Expenditures)											
42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48												
49	Total HSH + Other Revenues	\$ 2,014,645	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 1,568,240	\$ 3,582,885	\$ 4,704,720	\$ 8,287,605			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52												
53	Prepared by	Krista Alderson										
54	Phone											
55	Email	kristaa@evictiondefense.org										

	A	AD	AE	AF	AG	AI	AJ	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	SALARY & BENEFIT DETAIL										
3	Document Date										
4	Provider Name										
5	Program										
6	FSP Contract ID#										
7	Budget Name										
8	EXTENSION YEAR										
9	POSITION TITLE	Year 5					All Years				
10		Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026	
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Amendment	New	Current/Actuals	Modification	New	
12						Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
12	RADCo Program Director- Laura Hernandez	\$ 102,502	1.00	21%	0.21	\$ 21,824	\$ 21,824	\$ 21,824	\$ 65,473	\$ 87,297	
13	RADCo Deputy Director TBH	\$ 95,000	1.00	16%	0.16	\$ 15,197	\$ 15,197	\$ 15,197	\$ 45,591	\$ 60,789	
14	RADCo Program Assistant TBH	\$ 70,000	1.00	16%	0.16	\$ 11,198	\$ 11,198	\$ 11,198	\$ 33,594	\$ 44,792	
15	RADCo Data and Finance Manager- Amy Price	\$ 90,000	1.00	22%	0.22	\$ 19,676	\$ 19,676	\$ 100,651	\$ 59,027	\$ 159,678	
16	RADCo Supervising Coordinator - TBH	\$ 80,000	1.00	23%	0.23	\$ 18,219	\$ 18,219	\$ 36,419	\$ 54,658	\$ 91,077	
17	RADCo Senior Supervising Coordinator- Hannah	\$ 82,000	1.00	23%	0.23	\$ 18,739	\$ 18,739	\$ 35,379	\$ 56,216	\$ 91,595	
18	Senior RADCo Coordinator - TBH	\$ 75,000	1.00	23%	0.23	\$ 17,139	\$ 17,139	\$ 28,839	\$ 51,417	\$ 80,256	
19	RADCo Coordinator (9) see employee names on budget	\$ 69,000	9.00	23%	2.06	\$ 141,913	\$ 141,913	\$ 232,393	\$ 425,740	\$ 658,134	
20	RADCo Coordinator Shephali Ides	\$ 51,000	1.00	14%	0.14	\$ 6,993	\$ 6,993	\$ 6,993	\$ 20,978	\$ 27,970	
21	RADCo Coordinator - Cheyenne Oberes	\$ 70,000	1.00	16%	0.16	\$ 11,198	\$ 11,198	\$ 11,198	\$ 33,594	\$ 44,792	
22	RADCo Supervising Coordinator- Joaquin Zamudio	\$ 80,000	1.00	23%	0.23	\$ 18,219	\$ 18,219	\$ 18,219	\$ 54,658	\$ 72,877	
23	RADCo Supervising Coordinator- Lucerito DeAnda	\$ 80,000	1.00	16%	0.16	\$ 12,797	\$ 12,797	\$ 12,797	\$ 38,390	\$ 51,187	
24	RADCo Supervising Coordinator- Ming Ting Yu	\$ 80,000	1.00	23%	0.23	\$ 18,219	\$ 18,219	\$ 18,219	\$ 54,658	\$ 72,877	
30	Welcome & Security	\$ -				\$ -	\$ -	\$ 14,658	\$ -	\$ 14,658	
31	RADCo Intake Specialist Cecilia Chavarria	\$ 67,000	1.00	19%	0.19	\$ 12,861	\$ 12,861	\$ 12,861	\$ 38,584	\$ 51,445	
32	RTC Coordinator/Paralegal (6)	\$ -				\$ -	\$ -	\$ 85,800	\$ -	\$ 85,800	
33	RADCo Intake Specialist- Antonio Lezama	\$ 65,000	1.00	19%	0.19	\$ 12,477	\$ 12,477	\$ 55,377	\$ 37,432	\$ 92,810	
34	RADCo Funds Processor Moriah Mitchell	\$ 65,000	1.00	35%	0.35	\$ 22,956	\$ 22,956	\$ 51,556	\$ 68,868	\$ 120,423	
35	RADCo Intake Specialist Carolina Flores	\$ 67,620	1.00	19%	0.19	\$ 12,980	\$ 12,980	\$ 12,980	\$ 38,941	\$ 51,921	
36	RADCo Coordinators (10) - see narrative	\$ 69,000	10.00	16%	1.60	\$ 110,377	\$ 110,377	\$ 208,112	\$ 331,130	\$ 539,241	
37	RADCo Data Assistant TBH	\$ 65,000	1.00	12%	0.12	\$ 7,998	\$ 7,998	\$ 7,998	\$ 23,995	\$ 31,993	
38	Intake Specialist - Anthony Ordenez	\$ 65,000	1.00	13%	0.13	\$ 8,735	\$ 8,735	\$ 8,735	\$ 26,204	\$ 34,939	
39						\$ -	\$ -	\$ -	\$ -	\$ -	
54						\$ -	\$ -	\$ -	\$ -	\$ -	
55		TOTAL SALARIES				\$ 519,716	\$ 519,716	\$ 1,007,403	\$ 1,559,147	\$ 2,566,550	
56		TOTAL FTE				7.19					
57		FRINGE BENEFIT RATE					24.00%				
58		EMPLOYEE FRINGE BENEFITS				\$ 124,732	\$ 124,732	\$ 236,900	\$ 374,195	\$ 611,095	
59		TOTAL SALARIES & BENEFITS				\$ 644,447	\$ 644,447	\$ 1,244,303	\$ 1,933,342	\$ 3,177,645	
60											
61											
62											
63											
64											
65											
66											
67											
68											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	OPERATING DETAIL																		
3	Document Date	7/1/2023																	
4	Provider Name	Eviction Defense Collaborative																	
5	Program	RADCO Housing Solutions																	
6	FSP Contract ID#	1000021943																	
7	Budget Name	General Fund - Homelessness Pr																	
8																			
9																			
10																			
11																			
12	Operating Expenses																		
13	Rental of Property	\$ 80,000	\$ -	\$ 80,000	\$ 81,355	\$ -	\$ 81,355	\$ -	\$ 81,355	\$ 81,355	\$ -	\$ 81,355	\$ 81,355	\$ -	\$ 81,355	\$ 81,355	\$ 161,355	\$ 244,065	\$ 405,420
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 14,000	\$ -	\$ 14,000	\$ 14,000	\$ -	\$ 14,000	\$ -	\$ 14,000	\$ 14,000	\$ -	\$ 14,000	\$ 14,000	\$ -	\$ 14,000	\$ 14,000	\$ 28,000	\$ 42,000	\$ 70,000
15	Office Supplies, Postage	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ 24,000	\$ 36,000	\$ 60,000
16	Building Maintenance Supplies and Repair	\$ 500	\$ -	\$ 500	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ 2,000	\$ 4,500	\$ 6,500
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ -	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ 13,000	\$ 19,500	\$ 32,500
19	Staff Training	\$ 42,000	\$ -	\$ 42,000	\$ 62,000	\$ -	\$ 62,000	\$ -	\$ 62,000	\$ 62,000	\$ -	\$ 62,000	\$ 62,000	\$ -	\$ 62,000	\$ 62,000	\$ 104,000	\$ 186,000	\$ 290,000
20	Staff Travel-Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ 15,000	\$ 25,000
22	Moving Costs	\$ 64,095	\$ -	\$ 64,095	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,095	\$ -	\$ 64,095
23	Staff Recruitment Fees	\$ -	\$ -	\$ -	\$ 32,611	\$ -	\$ 32,611	\$ -	\$ 32,611	\$ 32,611	\$ -	\$ 32,611	\$ 32,611	\$ -	\$ 32,611	\$ 32,611	\$ 32,611	\$ 97,832	\$ 130,442
25	Program Expense	\$ 10,430	\$ -	\$ 10,430	\$ 10,430	\$ -	\$ 10,430	\$ -	\$ 10,430	\$ 10,430	\$ -	\$ 10,430	\$ 10,430	\$ -	\$ 10,430	\$ 10,430	\$ 20,860	\$ 31,290	\$ 52,150
26	IT Service	\$ 49,000	\$ -	\$ 49,000	\$ 12,000	\$ -	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ 61,000	\$ 36,000	\$ 97,000
27	Database	\$ 35,500	\$ -	\$ 35,500	\$ 38,000	\$ -	\$ 38,000	\$ -	\$ 38,000	\$ 38,000	\$ -	\$ 38,000	\$ 38,000	\$ -	\$ 38,000	\$ 38,000	\$ 73,500	\$ 114,000	\$ 187,500
28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Relocation Consulting	\$ 49,500	\$ -	\$ 49,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,500	\$ -	\$ 49,500
53		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67																			
68	TOTAL OPERATING EXPENSES	\$ 368,525	\$ -	\$ 368,525	\$ 275,395	\$ -	\$ 275,395	\$ -	\$ 275,395	\$ 275,395	\$ -	\$ 275,395	\$ 275,395	\$ -	\$ 275,395	\$ 275,395	\$ 643,920	\$ 826,186	\$ 1,470,107
69																			
70	Other Expenses (not subject to indirect cost %)																		
71	Rental Assistance (RADCo)	\$ 786,101	\$ -	\$ 786,101	\$ 455,000	\$ -	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ 1,241,101	\$ 1,365,000	\$ 2,606,101
72	Ongoing CODB to be allocated	\$ 87,566	\$ -	\$ 87,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,566	\$ -	\$ 87,566
73	Adjustment to Actuals	\$ (283,285)	\$ -	\$ (283,285)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (283,285)	\$ -	\$ (283,285)
74		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83																			
84	TOTAL OTHER EXPENSES	\$ 590,382	\$ -	\$ 590,382	\$ 455,000	\$ -	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ 1,045,382	\$ 1,365,000	\$ 2,410,382
85																			
86	Capital Expenses																		
87	Renovation & New Furniture Costs	\$ 202,097	\$ -	\$ 202,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,097	\$ -	\$ 202,097
94																			
95	TOTAL CAPITAL EXPENSES	\$ 202,097	\$ -	\$ 202,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,097	\$ -	\$ 202,097
96																			
97	HS#3																		Template last modified 7/26/2022

BUDGET NARRATIVE

Fiscal Year

Fiscal Term Start

Fiscal Term End

General Fund - Homelessness Pr

FY23-24

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

7/1/2023

6/30/2024

<u>Salaries & Benefits</u>	<u>Adjusted</u>		<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
	<u>FTE</u>	<u>Budgeted Salary</u>			
RADCo Program Director- Laura Hernandez	0.21	\$ 21,824	Oversight of RADCo Program, and direct supervision of RADCo Supervising Coordinators and RADCO Data and Finance Manager.Works closely with the Development and Finance teams to ensure the proper management of RADCo contracts.	.21 FTE of \$102,502 annual salary.	Laura Hernandez
RADCo Deputy Director TBH	0.16	\$ 15,197	Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff. Participate in the development and administration of department goals, objectives, and procedures. Support the leadership of the Program Director.	.16 FTE of \$95,000 annual salary	TBH
RADCo Program Assistant TBH	0.16	\$ 11,198	Provide administrative program support to both the Deputy Director and the Program Director in multiple areas including program design, client surveys, working with development on program reporting and other duties as assigned.	.16 FTE of \$70,000 annual salary	TBH
RADCo Data and Finance Manager- Amy Pi	0.22	\$ 19,676	Responsible for making sure that all data entered by RADCo Coordinators is complete and correct. Monitors and verifies data in the HPP Platform, EDC's internal database and the ONE system.Works closely with the RADCo Director, Deputy Director, Supervising Coordinators, Development and Finance. Oversees RADCo Finances, making sure checks entered are correct and that Salesforce, HPP & QuickBooks all reconcile. They will also monitor spending of each funding and advise the RADCo Director on funding balances and needed spending.	.22 FTE of \$90,000 annual salary.	Amy Price
RADCo Supervising Coordinator - TBH	0.23	\$ 18,219	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance.	.23 FTE of \$80,000 annual salary	TBH
RADCo Senior Supervising Coordinator- Ha	0.23	\$ 18,739	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.23 FTE of \$82,000 annual salary	Hannah Gallagher
Senior RADCo Coordinator - TBH	0.23	\$ 17,139	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.23 of \$75,000 annual salary	TBH
RADCo Coordinator (9) see employee name	2.06	\$ 141,913	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.23 FTE*9=2.06FTE. .23FTE of \$69,000 annual salary.	James Mallman Courtney Matlock Zhenlun Cai Marcos De La Fuente Maira Flores Glendy Castanon Alexandria Corbitt Two replacements for promoted employees TBH
RADCo Coordinator Shephali Ides	0.14	\$ 6,993	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.14 FTE of \$51,000 annual salary.	Shephali Ides
RADCo Coordinator - Cheyenne Oberes	0.16	\$ 11,198	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.16 FTE of \$70,000 annual salary	Cheyenne Oberes
RADCo Supervising Coordinator- Joaquin Z	0.23	\$ 18,219	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.23 FTE of \$80,000 annual salary	Joaquin Zamudio Garcia

RADCo Supervising Coordinator- Lucerito D	0.16	\$ 12,797	Reviews and approves rental assistance applications prepared by RADCo Coorindators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.23 FTE of \$80,000 annual salary	Lucerito DeAnda Mendez
RADCo Supervising Coordinator- Ming Ting	0.23	\$ 18,219	Reviews and approves rental assistance applications prepared by RADCo Coorindators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.23 FTE of \$80,000 annual salary	Ming Ting Yu
RADCo Intake Specialist Cecilia Chavarria	0.19	\$ 12,861	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.19 FTE of \$67,000 annual salary	Cecilia Chavarria
RADCo Intake Specialist- Antonio Lezama	0.19	\$ 12,477	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.19 FTE of \$65,000 annual salary	Anotonia Lezama
RADCo Funds Processor Moriah Mitchell	0.35	\$ 22,956	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.35 FTE of \$65,000 annual salary	Moriah Mitchell
RADCo Intake Specialist Carolina Flores	0.19	\$ 12,980	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.19 FTE of \$67,620 annual salary	Carolina Flores
RADCo Coordinators (10) - see narrative	1.60	\$ 110,377	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	59000*26%*6	Jazma Jefferson Dylan Morse Quinn Hoppe Priscilla Zuniga Andrew Jauhainen Jennifer Palacios Josephina 3 TBH
RADCo Data Assistant TBH	0.12	\$ 7,998	Provides data management, monitoring, and validation support to the RADCo program, expanding the program's capacity for data reporting and analysis which, supporting effective program design. Reports to the Data and Finance Manager	.12 FTE of \$65,000 annual salary	TBH
Intake Specialist - Anthony Ordonez	0.13	\$ 8,735	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.13 FTE of \$65,000 annual salary	Anthony Ordonez
		\$ -			
TOTAL	7.19	\$ 519,716			
<u>Employee Fringe Benefits</u>			<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 24% of total salaries.</u>		
		\$ 124,732			
Salaries & Benefits Total		\$ 644,447			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 81,355	To support a portion of EDC's rental costs at our new office space. Cost calculated by the proportional usage of square footage by program staff applied to the total org wide cost of annual rent.	EDC's total annual or wide rental cost is \$526,171.70 - for an office space of 17,000 sq feet, at \$30.95 per sq foot. The RADCo's program's share of the entire org wide annual rent is calculated based on how much square footage the RADCo staff utilize: 5127 sq. feet or .3015882 of the total 17,000 sq foot space. Therefore the program's total share of the org wide rental cost is \$158,687.17 (\$526,171.70 x .3015882). EDC is allocating \$81,355 of this cost to the HSH GF RADCo contract budget.
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 14,000	No change	
Office Supplies, Postage	\$ 12,000	No change	
Building Maintenance Supplies and Repair	\$ 1,500	To support a portion building maintenance supplies and repair at our new location in the Tenderloin.	EDC moved into a new office location in 2022. It is almost three times the size of our previous location. The projected annual cost for building maintenance supplies and repair is \$49,224. the RADCo pro rata share (.34375) of this is \$16,305. EDC is allocating \$1500 of this cost to the HSH GF contract budget.
Insurance	\$ 6,500	No change	
Staff Training	\$ 62,000	The total org wide budgeted cost includes one time funding for staff development trainings specific to programs such as TRC and RADCo that are not relevant to RADCo. Therefore, applying a pro rata share to the total budgeted amount for this BLI is not appropriate. For RADCo staff development includes training on trauma informed service delivery, managing vicarious trauma associated with direct service interventions for prolonged client crisis, racial equity education for the culturally sensitive provision of services, training for working with survivors of domestic violence, and additional training on SOGI intake questions.	Total projected staff training annual cost for the RADCO program is \$311,604.73. EDC is allocating 20% of this cost, or \$62,000 to the HSH GF contract budget.
Rental of Equipment	\$ 5,000	No change	
Staff Recruitment Fees	\$ 32,611	With the continued expansion of the SF ERAP program EDC must continue to hire additional staff as outlined in the salary tabs. As time is of the essence and many roles remain unfilled, EDC requires the assistance of professional staffing firms.	EDC's projected org wide cost for staff recruitment is \$658,066. RADCo's pro rata share is \$226,210. EDC is allocating \$32,377 of this total program cost to the HSH GF contract budget.
Program Expense	\$ 10,430	No change	
IT Service	\$ 12,000	No change	
Database	\$ 38,000	EDC will be upgrading our Salesforce based Justice Server case management database to keep pace with the complex reporting requirements on our grants and contracts. Enhancements to the system will improve EDC's infrastructure to support grant compliance. Additional design features to support increased compliance requirements have been recently added to our DB build out plan, increasing the costs.	EDC's projected org wide cost for database costs is \$647,839.28. RADCo's pro rata share is \$222,694.75. EDC is allocating \$38,000 of this total program cost to the HSH GF contract budget.
TOTAL OPERATING EXPENSES	\$ 275,395		
Indirect Cost	21.0%	\$ 193,397	

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Rental Assistance (RADCo)	\$ 455,000	Direct assistance to clients	
Ongoing CODB to be allocated	\$ -		
Adjustment to Actuals	\$ -		
TOTAL OTHER EXPENSES	\$ 455,000		

	A	B	C	D	E	H	M	P	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	7/1/2023										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	7/1/2021	6/30/2023	2								
6	Amended Term	7/1/2021	6/30/2026	5								
7	Provider Name	Eviction Defense Collaborative										
8	Program	RADCO Housing Solutions										
9	FSP Contract ID#	1000021943										
10	Action (select)	Amendment										
11	Effective Date	7/1/2023										
12	Budget Name	Prop C - Homelessness Prevention/Problem										
13		Current	New									
14	Term Budget	\$ 5,340,078	\$ 14,434,578									
15	Contingency	\$ 921,603	\$ 2,069,883	15%								
16	Not-To-Exceed	\$ 9,844,566	\$ 24,792,066									
				Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
				7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026	
				Actuals	Actuals	New	New	New	Actuals	Amendment	New	
19	Expenditures											
20	Salaries & Benefits	\$ 826,893	\$ 852,782	\$ 852,782	\$ 852,782	\$ 852,782	\$ 852,782	\$ 852,782	\$ 1,679,675	\$ 2,558,345	\$ 4,238,020	
21	Operating Expense	\$ 86,150	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 173,803	\$ 262,960	\$ 436,763	
22	Subtotal	\$ 913,043	\$ 940,435	\$ 940,435	\$ 940,435	\$ 940,435	\$ 940,435	\$ 940,435	\$ 1,853,478	\$ 2,821,305	\$ 4,674,783	
23	Indirect Percentage	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%				
24	Indirect Cost (Line 22 X Line 23)	\$ 136,956	\$ 141,065	\$ 141,065	\$ 141,065	\$ 141,065	\$ 141,065	\$ 141,065	\$ 278,022	\$ 423,196	\$ 701,217	
25	Other Expenses (Not subject to indirect %)	\$ 1,258,578	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 3,208,578	\$ 5,850,000	\$ 9,058,578	
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	Total Expenditures	\$ 2,308,578	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 5,340,078	\$ 9,094,500	\$ 14,434,578	
29												
30	HSH Revenues (select)											
34	Prop C	\$ 3,000,000	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 6,031,500	\$ 9,094,500	\$ 15,126,000	
35	Adjustment to Actuals	\$ (691,422)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (691,422)	\$ -	\$ (691,422)	
40	Total HSH Revenues	\$ 2,308,578	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 5,340,078	\$ 9,094,500	\$ 14,434,578	
41	Other Revenues (to offset Total Expenditures)											
42				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
48												
49	Total HSH + Other Revenues	\$ 2,308,578	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 3,031,500	\$ 5,340,078	\$ 9,094,500	\$ 14,434,578	
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
52												
53	Prepared by	Krista Alderson										
54	Phone											
55	Email	kristaa@evictiondefense.org										

	A	AD	AE	AF	AG	AI	AJ	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	SALARY & BENEFIT DETAIL									
3	Document Date									
4	Provider Name									
5	Program									
6	FSP Contract ID#									
7	Budget Name									
8	EXTENSION YEAR									
9	POSITION TITLE	Year 5				All Years				
10		Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Change	Budgeted Salary	Actuals	Modification	New
12	RADCo Program Director- Laura Hernandez	\$ 102,502	1.00	27%	0.27	\$ 27,859	\$ 27,859	\$ 112,859	\$ 83,577	\$ 196,437
13	RADCo Coordinator (9) see employee names on budget narrative	\$ 69,000	9.00	29%	2.63	\$ 181,154	\$ 181,154	\$ 661,154	\$ 543,463	\$ 1,204,618
14	RADCo Coordinator- Shephali Ides	\$ 51,000	1.00	18%	0.18	\$ 8,926	\$ 8,926	\$ 56,197	\$ 26,778	\$ 82,975
15	RADCo Funds Processor - Robert Petitpas	\$ 65,000	1.00	82%	0.82	\$ 53,277	\$ 53,277	\$ 113,277	\$ 159,830	\$ 273,106
16	RADCo Data and Finance Manager- Amy Price	\$ 90,000	1.00	28%	0.28	\$ 25,117	\$ 25,117	\$ 25,117	\$ 75,350	\$ 100,467
17	RADCo Deputy Director TBH	\$ 95,000	1.00	20%	0.20	\$ 19,399	\$ 19,399	\$ 19,399	\$ 58,197	\$ 77,596
18	RADCo Program Assistant TBH	\$ 70,000	1.00	20%	0.20	\$ 14,294	\$ 14,294	\$ 14,294	\$ 42,882	\$ 57,176
19	RADCo Data Assistant TBH	\$ 65,000	1.00	16%	0.16	\$ 10,210	\$ 10,210	\$ 10,210	\$ 30,630	\$ 40,840
20	Senior Supervising RADCo Coordinator- Hannah Gallagher	\$ 82,000	1.00	29%	0.29	\$ 23,920	\$ 23,920	\$ 23,920	\$ 71,761	\$ 95,682
21	Supervising RADCo Coordinator- Joaquin Zamudio Garcia	\$ 80,000	1.00	29%	0.29	\$ 23,337	\$ 23,337	\$ 23,337	\$ 70,011	\$ 93,348
22	Supervising RADCo Coordinator- TBH	\$ 80,000	1.00	29%	0.29	\$ 23,337	\$ 23,337	\$ 23,337	\$ 70,011	\$ 93,348
23	Supervising RADCo Coordinator- Min Ting Yu	\$ 80,000	1.00	29%	0.29	\$ 23,337	\$ 23,337	\$ 23,337	\$ 70,011	\$ 93,348
24	Supervising RADCo Coordinator- Lucerito DeAnda Mendez	\$ 80,000	1.00	20%	0.20	\$ 16,336	\$ 16,336	\$ 16,336	\$ 49,008	\$ 65,344
25	Senior RADCo Coordinator- TBH	\$ 75,000	1.00	29%	0.29	\$ 21,878	\$ 21,878	\$ 21,878	\$ 65,635	\$ 87,514
26	RADCo Coordinator- Cheyenne Oberes	\$ 70,000	1.00	20%	0.20	\$ 14,294	\$ 14,294	\$ 14,294	\$ 42,882	\$ 57,176
27	Temporary RADCo Coordinators- (10) see narrative	\$ 69,000	10.00	20%	2.04	\$ 140,897	\$ 140,897	\$ 140,897	\$ 422,692	\$ 563,590
28	RADCo Intake Specialist - Carolina Flores	\$ 67,620	1.00	25%	0.25	\$ 16,660	\$ 16,660	\$ 16,660	\$ 49,979	\$ 66,638
29	RADCo Intake Specialist- Antonio Lezama	\$ 65,000	1.00	25%	0.25	\$ 15,928	\$ 15,928	\$ 15,928	\$ 47,783	\$ 63,710
30	RADCo Intake Specialist- Cecilia Chavarria	\$ 67,000	1.00	25%	0.25	\$ 16,418	\$ 16,418	\$ 16,418	\$ 49,253	\$ 65,671
31	RADCo Intake Specialist- Anthony Ordonez	\$ 65,000	1.00	17%	0.17	\$ 11,149	\$ 11,149	\$ 11,149	\$ 33,448	\$ 44,597
32						\$ -	\$ -	\$ -	\$ -	\$ -
54						\$ -	\$ -	\$ -	\$ -	\$ -
55		TOTAL SALARIES				\$ 687,727	\$ 687,727	\$ 1,359,998	\$ 2,063,181	\$ 3,423,179
56		TOTAL FTE				9.55				
57		FRINGE BENEFIT RATE				24.00%				
58		EMPLOYEE FRINGE BENEFITS				\$ 165,054	\$ 165,054	\$ 319,677	\$ 495,163	\$ 814,840
59		TOTAL SALARIES & BENEFITS				\$ 852,782	\$ 852,782	\$ 1,679,675	\$ 2,558,345	\$ 4,238,020
60										
61										
62										

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AF	AG	AH	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																			
2	OPERATING DETAIL																			
3	Document Date	7/1/2023																		
4	Provider Name	Eviction Defense Collaborative																		
5	Program	RADCO Housing Solutions																		
6	FSP Contract ID#	1000021943																		
7	Budget Name	Prop C - Homelessness Prevention																		
8																				
9																				
10																				
11																				
12	Operating Expenses																			
13	Rental of Property	\$ 16,000	\$ -	\$ 16,000	\$ 17,560	\$ -	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 17,560	\$ 33,560	\$ 52,681	\$ 86,241	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 13,000	\$ 19,500	\$ 32,500	
15	Office Supplies, Postage	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 60,000	\$ 100,000	
16	Building Maintenance Supplies and Repair	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 3,000	\$ 4,500	\$ 7,500	
17	Insurance	\$ 5,150	\$ -	\$ 5,150	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 13,150	\$ 24,000	\$ 37,150	
18	Staff Training	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ 8,000	
19	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20	Program Expense	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 50,000	
21	IT Service	\$ 11,000	\$ -	\$ 11,000	\$ 11,000	\$ -	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 22,000	\$ 33,000	\$ 55,000	
22	Database	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 16,000	\$ 24,000	\$ 40,000	
23	Printing and Reproduction Costs	\$ -	\$ -	\$ -	\$ 5,093	\$ -	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 5,093	\$ 15,279	\$ 20,372
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
53		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
66		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
67		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
68	TOTAL OPERATING EXPENSES	\$ 86,150	\$ -	\$ 86,150	\$ 87,653	\$ -	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 87,653	\$ 173,803	\$ 262,960	\$ 436,763	
69																				
70	Other Expenses (not subject to indirect cost %)																			
71	Direct Assistance - Homelessness Prevention	\$ 1,950,000	\$ -	\$ 1,950,000	\$ 1,950,000	\$ -	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 3,900,000	\$ 5,850,000	\$ 9,750,000	
72	Adjustment to Actuals	\$ (691,422)	\$ -	\$ (691,422)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (691,422)	\$ -	\$ (691,422)	
83																				
84	TOTAL OTHER EXPENSES	\$ 1,258,578	\$ -	\$ 1,258,578	\$ 1,950,000	\$ -	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 3,208,578	\$ 5,850,000	\$ 9,058,578	
85																				
86	Capital Expenses																			
87		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
94		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
96																				
97	HSH #3																			

Template last modified 7/26/2022

BUDGET NARRATIVE

Fiscal Year

Fiscal Term Start

Fiscal Term End

Prop C - Homelessness Prevention/Problem Solving

FY23-24

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

7/1/2023

6/30/2024

<u>Salaries & Benefits</u>	<u>Adjusted</u>		<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
	<u>Budgeted</u>	<u>Budgeted</u>			
	<u>FTE</u>	<u>Salary</u>			
RADCo Program Director- Laura Hernandez	0.27	\$ 27,859	Oversight of RADCo Program, and direct supervision of RADCo Supervising Coordinators and RADCO Data and Finance Manager. Works closely with the Development and Finance teams to ensure the proper management of RADCo contracts.	.27 FTE of \$102,502.40 annual salary	Laura Hernandez
RADCo Coordinator (9) see employee names on budget narrative tab	2.63	\$ 181,154	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.29 FTE*9= 2.63 FTE. .29 FTE of \$6	James Mallman Courtney Matlock Zhenlun Cai Marcos De La Fuente Maira Flores Glendy Castanon Alexandria Corbitt Two replacements for promoted employees TBH
RADCo Coordinator- Shephali Ides	0.18	\$ 8,926	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.18 FTE of \$51,000 annual salary	Shephali Ides
RADCo Funds Processor - Robert Petitpas	0.82	\$ 53,277	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.82 FTE of \$65,000 annual salary	Robert Petitpas
RADCo Data and Finance Manager- Amy Price	0.28	\$ 25,117	Responsible for making sure that all data entered by RADCo Coordinators is complete and correct. Monitors and verifies data in the HPP Platform, EDC's internal database and the ONE system. Works closely with the RADCo Director, Deputy Director, Supervising Coordinators, Development and Finance. Oversees RADCo Finances, making sure checks entered are correct and that Salesforce, HPP & QuickBooks all reconcile. They will also monitor spending of each funding and advise the RADCo Director on funding balances and needed spending.	.28 FTE of \$90,000 annual salary	Amy Price
RADCo Deputy Director TBH	0.20	\$ 19,399	Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff. Participate in the development and administration of department goals, objectives, and procedures. Support the leadership of the Program Director.	.20 FTE of \$95,000 annual salary	TBH
RADCo Program Assistant TBH	0.20	\$ 14,294	Provide administrative program support to both the Deputy Director and the Program Director in multiple areas including program design, client surveys, working with development on program reporting and other duties as assigned.	.20 FTE of \$70,000 annual salary	TBH
RADCo Data Assistant TBH	0.16	\$ 10,210	Provides data management, monitoring, and validation support to the RADCo program, expanding the program's capacity for data reporting and analysis which, supporting effective program design. Reports to the Data and Finance Manager	.16 FTE of \$65,000 annual salary	TBH
Senior Supervising RADCo Coordinator- Hannah Gallagher	0.29	\$ 23,920	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.29 FTE of \$82,000 annual salary	Hannah Gallagher
Supervising RADCo Coordinator- Joaquin Zamudio Garcia	0.29	\$ 23,337	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.29 Of \$80,000 annual salary	Joaquin Zamudio Garcia
Supervising RADCo Coordinator- TBH	0.29	\$ 23,337	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.29 Of \$80,000 annual salary	TBH

Supervising RADCo Coordinator- Min Ting Yu	0.29	\$ 23,337	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.29 Of \$80,000 annual salary	Ming Ting Yu
Supervising RADCo Coordinator- Lucerito DeAnda Mendez	0.20	\$ 16,336	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.20 of \$80,000 annual salary	Lucerito DeAnda Mendez
Senior RADCo Coordinator- TBH	0.29	\$ 21,878	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.29 FTE of \$75,000 annual salary	TBH
RADCo Coordinator- Cheyenne Oberes	0.20	\$ 14,294	Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance. Reports to their assigned Supervising RADCo Coordinator.	.20 FTE of \$70,000 annual salary	Cheyenne Oberes
Temporary RADCo Coordinators- (10) see narrative	2.04	\$ 140,897	Reviews and approves rental assistance applications prepared by RADCo Coordinators. Also prepares rental assistance applications themself. Provides their team of Coordinators with supervision and support. Reports to the Program Director. Screens tenants facing eviction for eligibility for rental assistance; provides support and referrals to other resources; provides limited case management for tenants who have received rental assistance	.2419920 FTE*10=2.04 FTE. .20419920	Jazma Jefferson Dylan Morse Quinn Hoppe Priscilla Zuniga Andrew Jauhainen Jennifer Palacios Josephina 3 TBH
RADCo Intake Specialist - Carolina Flores	0.25	\$ 16,660	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.25 FTE of \$67,620 annual salary	Carolina Flores
RADCo Intake Specialist-Antonio Lezama	0.25	\$ 15,928	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.25 FTE of \$65,000 annual salary	Antonio Lezama
RADCo Intake Specialist- Cecilia Chavarria	0.25	\$ 16,418	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.25 FTE of \$67,000 annual salary	Cecilia Chavarria
RADCo Intake Specialist- Anthony Ordonez	0.17	\$ 11,149	The Intake Specialist is the first point of contact for clients contacting RADCo for rental assistance. The intake specialist will connect remotely with new or prospective clients, ask a series of questions for the purpose of compiling data, and then use this data to determine the best next course of action for that client. Intake Specialists are accountable for ensuring potential RADCo applicants are connected with a radco staff member in order to receive financial assistance and ensure housing stability.	.17 FTE of \$65,000 annual salary	Anthony Ordonez
		\$ -			
		\$ -			
		\$ -			
TOTAL	9.55	\$ 687,727			
<u>Employee Fringe Benefits</u>		<u>\$ 165,054</u>	<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 24% of total salaries.</u>		
Salaries & Benefits Total		\$ 852,782			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 17,560	To support a portion of EDC's rental costs at our new office space. Cost calculated by the proportional usage of square footage by program staff applied to the total org wide cost of annual rent.	EDC's total annual or wide rental cost is \$526,171.70 - for an office space of 17,000 sq feet, at \$30.95 per sq foot. The RADCo's program's share of the entire org wide annual rent is calculated based on how much square footage the RADCo staff utilize: 5127 sq. feet or .3015882 of the total 17,000 sq foot space. Therefore the program's total share of the org wide rental cost is \$158,687.17 (\$526,171.70 x .3015882). EDC is allocating \$17,560 of this cost to the HSH GF RADCo contract budget.
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 6,500	No Change	
Office Supplies, Postage	\$ 20,000	No Change	
Building Maintenance Supplies and Repair	\$ 1,500	No Change	
Insurance	\$ 8,000	To support a portion of the organization's insurance costs. With the size of the organization tripling in the last 2 years and our new office space also tripling in size our total cost for insurance has also increased.	EDC's projected org wide cost for annual insurance costs is \$101,312. RADCo's pro rata share is \$34,826 @.34375. EDC is allocating \$8000 of this total program cost to the HSH GF contract budget.
Program Expense	\$ 10,000	No Change	
IT Service	\$ 11,000	No Change	
Database	\$ 8,000	No Change	
Printing and Reproduction Costs	\$ 5,093	The RADCo program must increase printed materials for tenants with information about the SF ERAP program to ensure increased awareness and access to services. Additionally with increased staff members, the program's costs in this area has increased proportionally.	EDC's projected org wide cost for annual printing and reproduction costs is \$106,257. RADCo's projected cost is \$39,484.38. EDC is allocating \$5093 of this total program cost to the HSH GF contract budget.
TOTAL OPERATING EXPENSES	\$ 87,653		
Indirect Cost	15.0% \$ 141,065		

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Direct Assistance - Homelessness Prevention	\$ 1,950,000	Direct assistance to clients	
TOTAL OTHER EXPENSES	\$ 1,950,000		

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 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 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 through 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’s Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. 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's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON 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 or Prop C 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 shall direct questions regarding spend down and funding source prioritization 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 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(s). All subcontractors must also be listed as Approved Subcontractors.
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 & Prop C	
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 period each time an invoice is submitted.</p> <p>Documentation shall include, 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>
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>

General Fund & Prop C	
Type	Instructions and Examples of Documentation
	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.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by 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 or Prop C budget amount, per the Appendix

B, Budget(s) of this Agreement. Requests for greater than 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 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 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 D - Interests In Other City Grants

**Subgrantees must also list their interests in other City Grants

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Temporary Shelter Advocacy	July 1, 2019 – June 30, 2024	\$2,650,030.00
Mayor’s Office of Housing and Community Development	Tenant Right to Counsel (TRC)	July 1, 2022 – June 30, 2023	\$5,111,504.00
Mayor’s Office of Housing and Community Development	Tenant Right to Counsel (TRC) Expansion	July 1, 2021 – June 30, 2023	\$5,100,567.04
Mayor’s Office of Housing and Community Development	Tenant Right to Counsel (TRC) COVID-19	May 1, 2021 – December 31, 2022	\$143,171.21
Mayor’s Office of Housing and Community Development	Anti-Displacement Subsidy Program	March 1, 2022 – June 30, 2023	\$4,860,000.00
Mayor’s Office of Housing and Community Development	Local Emergency Rental Assistance Program	April 1, 2022 – June 30, 2023	\$16,301,495.88
Mayor’s Office of Housing and Community Development	US Treasury Emergency Rental Assistance Program	May 1, 2021 – September 30, 2022	\$699,297.76
Mayor’s Office of Housing and Community Development	CARES/ERAP	July 1, 2020 – June 30, 2023	\$547,987.80
Human Services Agency, Department of Aging	Continuing Provider for Existing Housing Subsidy Program	March 1, 2022 – June 30, 2024	\$5,711,754.00

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

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
EVICTION DEFENSE COLLABORATIVE, INC.**

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 1, 2021** in the City and County of San Francisco, State of California, by and between **EVICTION DEFENSE COLLABORATIVE, INC.** (“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: Homelessness Prevention; and

WHEREAS, Ordinance No. 61-19 authorizes the Department to enter into grants and contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

NOW, THEREFORE, in consideration of the promises 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 Appendix A, 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 Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or

unfounded, of whatsoever kind and nature.

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

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, 2021** 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.

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 Forty Four Thousand Five Hundred Sixty Six Dollars (\$9,844,566)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Nine Hundred Sixty Eight Thousand Eight Hundred Fifty Two Dollars (\$968,852)** 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 Appendix A, 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 Reserved. (State or Federal Funds).

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

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at

any time during the term of this Agreement.

- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, 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 one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and

Completed Operations.

- (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.

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: Eviction Defense Collaborative
1338 Mission Street, 4th Floor
San Francisco, CA 94103
Attn: Martina Cucullu Lim
martinac@evictiondefense.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 Reserved. (Working with Minors).

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 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care).

16.23 Reserved. (Additional Requirements for Federally-Funded Awards).

ARTICLE 17 MISCELLANEOUS

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

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

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as

to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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

Appendix A, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees

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.
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 Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.

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.

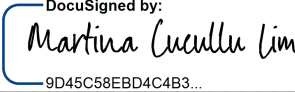
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**EVICITION DEFENSE
COLLABORATIVE, INC.**

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

By: 
9D45C58EBD4C4B3...
Martina Cucullu Lim
Executive Director
City Supplier Number: 0000020400

Approved as to Form:

By: 
EFF1B6C5BE4244A...
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Eviction Defense Collaborative
Homelessness Prevention Assistance**

I. Purpose of Grant

The purpose of the grant is to provide targeted Homelessness Prevention Assistance to the served population. The goal of this grant is to ensure that the Homelessness Response System (HRS) can identify and assist these households and provide services to prevent or quickly end their homelessness.

II. Served Population

Grantee shall serve households who are at the highest risk of becoming homeless and/or are experiencing homelessness, as defined by HSH's vulnerability assessment questionnaire.¹

Grantee shall serve households who are experiencing homelessness, as defined by the San Francisco Department of Homelessness and Supportive Housing (HSH) definitions.²

III. Referral and Prioritization

Households may self-refer for targeted Homelessness Prevention Assistance. Under this Agreement, households may also be referred by Coordinated Entry Access Points.

Grantee shall determine eligibility for all targeted Homelessness Prevention Assistance services by verifying that the household meets the criteria for services. Grantee shall utilize HSH-provided vulnerability assessment questionnaire to assess households seeking services in order to target those most likely to enter the HRS.

Participation in targeted Homelessness Prevention Assistance services is voluntary. Households may elect to end services at any point in the process.

IV. Description of Services

Grantee shall provide the following services to eligible households:

A. Problem Solving Conversation:

Grantee shall offer all eligible households seeking targeted Homelessness Prevention Assistance a Problem Solving conversation before assistance is provided. The foundation of Problem Solving is a creative and exploratory conversation focused on helping households explore and identify safe housing options available outside of the HRS. This strength-based intervention identifies creative solutions to prevent or quickly resolve homelessness, including exploring the household's strengths and support network. Problem Solving can offer a range of flexible, financial and non-financial assistance to support a housing resolution.

¹ HSH's vulnerability assessment questionnaire prioritizes households who are at the highest risk of becoming homeless by identifying vulnerability factors that are tied to homelessness based on available best practices and research. The vulnerability assessment questionnaire is embedded in the "Homelessness Prevention Platform".

² See the San Francisco Homelessness Response System Homeless Populations document for definitions: <https://hsh.sfgov.org/wp-content/uploads/2020/05/HSH-Definitions-Populations-San-Francisco-Connection-and-Homeless-Status.pdf>

B. Homelessness Prevention Platform:

Grantee shall utilize the Homelessness Prevention Platform (HPP), a web-based end-to-end platform, to screen and identify households at high risk of homelessness and to deliver services. HPP includes a multi-lingual online application and extensive back-office capabilities, including an embedded household vulnerability assessment questionnaire, inter-provider communication/client coordination tool, performance reporting, and programmatic and financial workflow controls.

C. Flexible Financial Assistance:

Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate flexible financial assistance. Grantee shall issue flexible financial assistance to eligible households in accordance to the guidelines and procedures delineated in the HSH Homelessness Prevention Guide.

1. Grantee shall issue flexible financial assistance in line with the following listed in the Guide:
 - i. Allowable expenditure categories
 - ii. Allowable payment types
 - iii. Allowable limits/frequency
 - iv. Allowable and required documentation
2. Grantee shall issue flexible financial assistance within 5 (five) business days from application approval and in accordance to the HSH Homelessness Prevention Guide.

C. Housing-Focused Case Management:

Grantee shall arrange, coordinate, monitor and/or deliver any services that will directly assist in ensuring housing stability and preventing an entry into homelessness. Participation in case management is not a requirement to receive flexible financial assistance. Receipt of, or eligibility for, flexible financial assistance is not a prerequisite to receiving housing focused case-management services.

Housing-focused case management services include but are not limited to:

1. Developing and implementing a Housing Stability Plan in collaboration with the household. Service goals identified in the plan should be directly connected to housing stability or other challenges that might impact housing stability.
2. Budgeting and money management assistance and/or connection to related services that support housing stabilization.
3. Referrals and linkages to community resources like legal services, mediation, public benefits, behavioral health services, health care, domestic violence advocacy/support, substance use treatment, and/or others, as appropriate.

V. Location and Time of Services

Grantee shall provide services in San Francisco, CA, Monday through Friday from 9:00 a.m. to 5:00 p.m., with the exception of holidays. Services may be provided at additional times and locations, as needed.

VI. Service Requirements

- A. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services and tenants who primarily speak language(s) other than English.
- B. 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 the served population is 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.
- C. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request services; and
 2. A written annual survey, 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.
- D. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
 2. Attendance of HSH meetings, as requested; and
 3. Attendance of trainings, as requested.
- E. 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 site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- F. Public Health Emergency: Grantee shall follow the orders and guidance of the City and County of San Francisco's issuing Department related to a disaster and emergency response event, defined as public emergency affecting life, health, or property. This may include, but is not limited to, altering the method of service delivery on a temporary basis to protect the health and safety of Grantee staff and the served population.
- G. Data Standards:

1. Records entered into the (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. 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. All grantees, subgrantees, and their employees and agents shall comply with the confidentiality and data security requirements of all federal, state and local privacy and data management laws and regulations, including, but not limited to, 24 C.F.R. Part 578 (Continuum of Care); 45 C.F.R. Parts 160 and 164 (Health Insurance Portability and Accountability Act “HIPAA”); 28 CFR §90.4 (Violence Against Women Act); 28 CFR §94.115 (Victim of Crimes Act); California Civil Code §§ 1798 - 1798.78 (Information Practices Act of 1977); §§1798.85 - 1798.89 (Confidentiality of Social Security Numbers); §§1798.79.8 - 1798.79.95 (Domestic Violence, Sexual Assault, and Stalking: Personal Information); California Welfare & Institutions Code §10850; disclosure of confidential information regarding the criminal justice system and child protective services records; and related and successor provisions.

H. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy files with eligibility, including, but not limited to, homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

I. Homelessness Prevention Platform: Grantee shall enter into a “User Participation, Data Sharing and Confidentiality Agreement” with Bay Area Community Services (BACS) for access to the “Homelessness Prevention Platform” (HPP) and must remain in compliance with BACS Agreement terms in order to have continued access and use of the HPP.

J. Vulnerability Assessment: Grantee shall use HSH’s vulnerability assessment questionnaire to determine eligibility and assess households seeking targeted Homelessness Prevention Assistance services. Policies and guidance around the vulnerability assessment questionnaire are currently evolving and in development. The vulnerability assessment questionnaire is subject to ongoing system analysis that will be used to evaluate outcomes and guide necessary changes in assessment criteria.

Grantees will be included in the development and adoption of relevant policies and practices and shall actively engage in input sessions as directed by HSH.

- K. Regional Homelessness Prevention Network: Grantee shall contribute to efforts in the on-going development, implementation and evaluation process of a Regional Homelessness Prevention Network that seeks to advance a coordinated regional strategy to homelessness prevention and includes a focus on best practices and evidence-based programming.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives shall be calculated at a household level rather than per participant. A household may include more than one participant. All service objectives will be monitored by gathering ONE system data, data in other web-based portals and platforms, and/or by sampling participant files during annual program monitoring visits:

1. Grantee shall have an initial Problem Solving conversation with 100 percent of households seeking services.
2. Grantee shall complete a vulnerability assessment with a minimum of 370 households.
3. Grantee shall provide targeted Homelessness Prevention Assistance to a minimum of 290 households.
4. Grantee shall refer 100 percent of households not eligible for targeted Homelessness Prevention Assistance to an Access Point or other type of financial or housing assistance, as appropriate.
5. Grantee shall refer and connect 100 percent of households in need of mediation or legal services and advocacy to relevant services, as appropriate.
6. Grantee shall issue 100 percent of Flexible Financial Assistance within 5 (five) business days from application approval and in accordance to the HSH Homelessness Prevention Guide.
7. Grantee shall provide Housing Focused Case Management to 100 percent of eligible and interested households.
8. Grantee shall complete a Housing Stability plan, including a basic household budget, for 100 percent of households receiving Housing Focused Case Management services.

VIII. Outcome Objectives

Grantee shall achieve the following annual outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per participant. A household may include more than one participant. All outcome objectives will be monitored by gathering ONE system data, data in other web-based portals, and/or by sampling participant files during annual program monitoring visits:

1. 65 percent of households remain stably housed from program enrollment to program exit.

2. 75 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System 6 months after assistance ends.
3. 60 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System 12 months after assistance ends.
4. At least 30 percent of households who received Housing Focused Case Management will increase their monthly income (earned and/or unearned income) from program enrollment to program exit.
5. At least 65 percent of households who received Housing Focused Case Management will have a successful connection to one or more community resources like legal services, mediation, public benefits, and/or behavioral health services from program enrollment to program exit.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, including but not limited to the ONE system and CARBON.
- B. Grantee shall provide a quarterly and 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 required metrics in the CARBON database by the 15th of the month following the end of the quarter and end of the year, respectively.
- C. Grantee 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 Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- D. 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, 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, Disaster and Emergency Response Plan and training, personnel 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 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	F	G	H	I	J	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2021											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	7/1/2021	6/30/2023	2									
6	Amended Term	7/1/2021	6/30/2023	2									
7	Provider Name	Eviction Defense Collaborative											
8	Program	RADCo Housing Solutions											
9	FSP Contract ID#	1000021943											
10	Action (select)	New Agreement											
11	Effective Date	7/1/2021											
12	Budget Names	General Fund, Prop C											
13		Current	New										
14	Term Budget	\$ -	\$ 8,875,714										
15	Contingency	\$ -	\$ 968,852	11%									
16	Not-To-Exceed	\$ -	\$ 9,844,566										
17					Year 1	Year 2			All Years				
18					7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
19					New		New	New	New	New	New	New	New
20	Expenditures												
21	Salaries & Benefits	\$ -	\$ 1,521,121	\$ 1,521,121	\$ -	\$ 1,521,121	\$ 1,521,121	\$ -	\$ 3,042,242	\$ 3,042,242	\$ -	\$ 3,042,242	\$ 3,042,242
22	Operating Expense	\$ -	\$ 246,580	\$ 246,580	\$ -	\$ 246,580	\$ 246,580	\$ -	\$ 493,160	\$ 493,160	\$ -	\$ 493,160	\$ 493,160
23	Subtotal	\$ -	\$ 1,767,701	\$ 1,767,701	\$ -	\$ 1,767,701	\$ 1,767,701	\$ -	\$ 3,535,402	\$ 3,535,402	\$ -	\$ 3,535,402	\$ 3,535,402
24	Indirect Percentage												
25	Indirect Cost (Line 21 X Line 22)	\$ -	\$ 265,155	\$ 265,155	\$ -	\$ 265,155	\$ 265,155	\$ -	\$ 530,311	\$ 530,311	\$ -	\$ 530,311	\$ 530,311
26	Other Expenses (Not subject to indirect %)	\$ -	\$ 2,405,000	\$ 2,405,000	\$ -	\$ 2,405,000	\$ 2,405,000	\$ -	\$ 4,810,000	\$ 4,810,000	\$ -	\$ 4,810,000	\$ 4,810,000
27	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Total Expenditures	\$ -	\$ 4,437,857	\$ 4,437,857	\$ -	\$ 4,437,857	\$ 4,437,857	\$ -	\$ 8,875,713	\$ 8,875,713	\$ -	\$ 8,875,713	\$ 8,875,713
30	HSR Revenues (select)												
31	General Fund - Ongoing	\$ -	\$ 1,437,857	\$ 1,437,857	\$ -	\$ 1,437,857	\$ 1,437,857	\$ -	\$ 2,875,714	\$ 2,875,714	\$ -	\$ 2,875,714	\$ 2,875,714
32	Prop C	\$ -	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 6,000,000	\$ 6,000,000	\$ -	\$ 6,000,000	\$ 6,000,000
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Total HSR Revenues	\$ -	\$ 4,437,857	\$ 4,437,857	\$ -	\$ 4,437,857	\$ 4,437,857	\$ -	\$ 8,875,714	\$ 8,875,714	\$ -	\$ 8,875,714	\$ 8,875,714
35	Other Revenues (to offset Total Expenditures & Reduce HSR Revenues)												
36		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Total HSR + Other Revenues	\$ -	\$ 4,437,857	\$ 4,437,857	\$ -	\$ 4,437,857	\$ 4,437,857	\$ -	\$ 8,875,714	\$ 8,875,714	\$ -	\$ 8,875,714	\$ 8,875,714
40	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Total Adjusted Salary FTE (All Budgets)			19.57			19.57			19.57			
42	Prepared by	Gabriel L. Canale											
43	Phone	628.652.7765											
44	Email	gabriel.canale@sfgov.org											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	SALARY & BENEFIT DETAIL																		
3	Document Date	7/1/2021																	
4	Provider Name	Eviction Defense Collaborative																	
5	Program	RADCo Housing Solutions																	
6	FSP Contract ID#	1000021943																	
7	Budget Name	General Fund																	
8		Year 1						Year 2						All Years					
9	POSITION TITLE	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	
10						New	New	New					New	New	New	New	New	New	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
15	RADCo Manager	\$ 80,975	1.00	100%	1.00	\$ 80,975	\$ 80,975	\$ 80,975	\$ 80,975	1.00	100%	1.00	\$ 80,975	\$ 80,975	\$ 80,975	\$ -	\$ 161,950	\$ 161,950	
16	RADCo Coordinator	\$ 70,000	1.00	26%	0.26	\$ 18,200	\$ 18,200	\$ 18,200	\$ 70,000	1.00	26%	0.26	\$ 18,200	\$ 18,200	\$ 18,200	\$ -	\$ 36,400	\$ 36,400	
17	RADCo Coordinator	\$ 64,000	1.00	26%	0.26	\$ 16,640	\$ 16,640	\$ 16,640	\$ 64,000	1.00	26%	0.26	\$ 16,640	\$ 16,640	\$ 16,640	\$ -	\$ 33,280	\$ 33,280	
18	RADCo Coordinator	\$ 75,000	0.60	26%	0.16	\$ 11,700	\$ 11,700	\$ 11,700	\$ 75,000	0.60	26%	0.16	\$ 11,700	\$ 11,700	\$ 11,700	\$ -	\$ 23,400	\$ 23,400	
19	RADCo Coordinator (6)	\$ 58,000	6.00	26%	1.56	\$ 90,480	\$ 90,480	\$ 90,480	\$ 58,000	6.00	26%	1.56	\$ 90,480	\$ 90,480	\$ 90,480	\$ -	\$ 180,960	\$ 180,960	
25	Data & Finance Assistant	\$ 88,048	1.00	43%	0.43	\$ 37,861	\$ 37,861	\$ 37,861	\$ 88,048	1.00	43%	0.43	\$ 37,861	\$ 37,861	\$ 37,861	\$ -	\$ 75,721	\$ 75,721	
27	Finance Manager	\$ 96,043	1.00	11%	0.11	\$ 10,565	\$ 10,565	\$ 10,565	\$ 96,043	1.00	11%	0.11	\$ 10,565	\$ 10,565	\$ 10,565	\$ -	\$ 21,129	\$ 21,129	
28	Executive Director	\$ 160,000	1.00	10%	0.10	\$ 16,000	\$ 16,000	\$ 16,000	\$ 160,000	1.00	10%	0.10	\$ 16,000	\$ 16,000	\$ 16,000	\$ -	\$ 32,000	\$ 32,000	
29	Director of Operations & HR	\$ 123,000	1.00	10%	0.10	\$ 12,300	\$ 12,300	\$ 12,300	\$ 123,000	1.00	10%	0.10	\$ 12,300	\$ 12,300	\$ 12,300	\$ -	\$ 24,600	\$ 24,600	
30	Welcome & Security	\$ 56,375	1.00	26%	0.26	\$ 14,658	\$ 14,658	\$ 14,658	\$ 56,375	1.00	26%	0.26	\$ 14,658	\$ 14,658	\$ 14,658	\$ -	\$ 29,315	\$ 29,315	
32	RTC Coordinator/Paralegal (6)	\$ 55,000	6.00	26%	1.56	\$ 85,800	\$ 85,800	\$ 85,800	\$ 55,000	6.00	26%	1.56	\$ 85,800	\$ 85,800	\$ 85,800	\$ -	\$ 171,600	\$ 171,600	
33	RADCo Intake Specialist (3)	\$ 55,000	3.00	26%	0.78	\$ 42,900	\$ 42,900	\$ 42,900	\$ 55,000	3.00	26%	0.78	\$ 42,900	\$ 42,900	\$ 42,900	\$ -	\$ 85,800	\$ 85,800	
34	RADCo Funds Processor (2)	\$ 55,000	2.00	26%	0.52	\$ 28,600	\$ 28,600	\$ 28,600	\$ 55,000	2.00	26%	0.52	\$ 28,600	\$ 28,600	\$ 28,600	\$ -	\$ 57,200	\$ 57,200	
36	Temporary RADCo Coordinators (12)	\$ 59,000	12.00	14%	1.68	\$ 97,735	\$ 97,735	\$ 97,735	\$ 59,000	12.00	14%	1.68	\$ 97,735	\$ 97,735	\$ 97,735	\$ -	\$ 195,470	\$ 195,470	
37						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
38						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
39						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
40						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
42						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
44						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
45						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
46						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
56		TOTAL FTE		8.78						TOTAL FTE		8.78							
57		FRINGE BENEFIT RATE		23.00%						FRINGE BENEFIT RATE		23.00%							
58		EMPLOYEE FRINGE BENEFITS		\$ -		\$ 129,815		\$ 129,815		EMPLOYEE FRINGE BENEFITS		\$ -		\$ 129,815		\$ 129,815		\$ -	
59		TOTAL SALARIES & BENEFITS		\$ -		\$ 694,228		\$ 694,228		TOTAL SALARIES & BENEFITS		\$ -		\$ 694,228		\$ 694,228		\$ -	
60																			
61																			
62																			
63																			
64																			
65																			
66																			
67																			
68																			
69																			
70																			

	A	B	C	D	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	7/1/2021								
4	Provider Name	Eviction Defense Collaborative								
5	Program	RADCo Housing Solutions								
6	F\$P Contract ID#	1000021943								
7	Budget Name	General Fund								
8										
9		Year 1			Year 2			All Years		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
11		New		New	New		New	New	Modification	New
12	<u>Operating Expenses</u>	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property		\$ 80,000	\$ 80,000		\$ 80,000	\$ 80,000	\$ -	\$ 160,000	\$ 160,000
14	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ 14,000	\$ 14,000		\$ 14,000	\$ 14,000	\$ -	\$ 28,000	\$ 28,000
15	Office Supplies, Postage		\$ 12,000	\$ 12,000		\$ 12,000	\$ 12,000	\$ -	\$ 24,000	\$ 24,000
16	Building Maintenance Supplies and Repair		\$ 500	\$ 500		\$ 500	\$ 500	\$ -	\$ 1,000	\$ 1,000
17	Printing and Reproduction		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance		\$ 6,500	\$ 6,500		\$ 6,500	\$ 6,500	\$ -	\$ 13,000	\$ 13,000
19	Staff Training		\$ 12,000	\$ 12,000		\$ 12,000	\$ 12,000	\$ -	\$ 24,000	\$ 24,000
20	Staff Travel-(Local & Out of Town)		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment		\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	\$ -	\$ 10,000	\$ 10,000
25	Program Expense		\$ 10,430	\$ 10,430		\$ 10,430	\$ 10,430	\$ -	\$ 20,860	\$ 20,860
26	IT Service		\$ 12,000	\$ 12,000		\$ 12,000	\$ 12,000	\$ -	\$ 24,000	\$ 24,000
27	Database		\$ 8,000	\$ 8,000		\$ 8,000	\$ 8,000	\$ -	\$ 16,000	\$ 16,000
28			\$ -			\$ -		\$ -	\$ -	\$ -
42	<u>Consultants</u>		\$ -			\$ -		\$ -	\$ -	\$ -
43			\$ -			\$ -		\$ -	\$ -	\$ -
54	<u>Subcontractors (First \$25k Only)</u>		\$ -			\$ -		\$ -	\$ -	\$ -
55			\$ -			\$ -		\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ -	\$ 160,430	\$ 160,430	\$ -	\$ 160,430	\$ 160,430	\$ -	\$ 320,860	\$ 320,860
69										
70	<u>Other Expenses (not subject to indirect cost %)</u>									
71	Rental Assistance (RADCo)		\$ 455,000	\$ 455,000		\$ 455,000	\$ 455,000	\$ -	\$ 910,000	\$ 910,000
72			\$ -			\$ -		\$ -	\$ -	\$ -
83										
84	TOTAL OTHER EXPENSES	\$ -	\$ 455,000	\$ 455,000	\$ -	\$ 455,000	\$ 455,000	\$ -	\$ 910,000	\$ 910,000
85										
86	<u>Capital Expenses</u>									
87			\$ -			\$ -		\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	HS#3							Template last modified	6/22/2021	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	SALARY & BENEFIT DETAIL																		
3	Document Date	7/1/2021																	
4	Provider Name	Eviction Defense Collaborative																	
5	Program	RADCo Housing Solutions																	
6	FSP Contract ID#	1000021943																	
7	Budget Name	Prop C																	
8		Year 1						Year 2						All Years					
9	POSITION TITLE	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	
10						New	New	New					New	New	New	New	New	New	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
12	RADCo Manager	\$ 85,000	1.00	100%	1.00	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	1.00	100%	1.00	\$ 85,000	\$ 85,000	\$ -	\$ 170,000	\$ 170,000		
13	RADCo Coordinator (8)	\$ 60,000	8.00	100%	8.00	\$ 480,000	\$ 480,000	\$ 60,000	\$ 60,000	8.00	100%	8.00	\$ 480,000	\$ 480,000	\$ -	\$ 960,000	\$ 960,000		
14	RADCo Coordinator	\$ 60,000	1.00	79%	0.79	\$ 47,271	\$ 47,271	\$ 60,000	\$ 60,000	1.00	79%	0.79	\$ 47,271	\$ 47,271	\$ -	\$ 94,542	\$ 94,542		
15	RADCo Funds Processor	\$ 60,000	1.00	100%	1.00	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	1.00	100%	1.00	\$ 60,000	\$ 60,000	\$ -	\$ 120,000	\$ 120,000		
16						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
17						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
18						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
19						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
20						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
21						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
22						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
23						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
24						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
25						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
26						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
27						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
28						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
29						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
30						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
31						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
32						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
33						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
34						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
35						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
36						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
37						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
38						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
39						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
40						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
41						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
42						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
43						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
44						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
45						\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -		
55		TOTAL SALARIES			\$ -	\$ 672,271	\$ 672,271	TOTAL SALARIES			\$ -	\$ 672,271	\$ 672,271	\$ -	\$ 1,344,542	\$ 1,344,542			
56		TOTAL FTE		10.79	TOTAL FTE		10.79	TOTAL FTE		10.79	TOTAL FTE		10.79						
57		FRINGE BENEFIT RATE		23.00%	FRINGE BENEFIT RATE		23.00%	FRINGE BENEFIT RATE		23.00%	FRINGE BENEFIT RATE		23.00%						
58		EMPLOYEE FRINGE BENEFITS		\$ -	\$ 154,622	\$ 154,622	EMPLOYEE FRINGE BENEFITS		\$ -	\$ 154,622	\$ 154,622	\$ -	\$ 309,245	\$ 309,245					
59		TOTAL SALARIES & BENEFITS		\$ -	\$ 826,893	\$ 826,893	TOTAL SALARIES & BENEFITS		\$ -	\$ 826,893	\$ 826,893	\$ -	\$ 1,653,787	\$ 1,653,787					
60																			
61																			
62																			

	A	B	C	D	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	7/1/2021								
4	Provider Name	Eviction Defense Collaborative								
5	Program	RADCo Housing Solutions								
6	FSP Contract ID#	1000021943								
7	Budget Name	Prop C								
8										
9		Year 1			Year 2			All Years		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
11		New		New	New		New	New	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ -	\$ 32,000	\$ 32,000	\$ 32,000
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ -	\$ 13,000	\$ 13,000	\$ 13,000
15	Office Supplies, Postage	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 40,000	\$ 40,000	\$ 40,000
16	Building Maintenance Supplies and Repair	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ 3,000	\$ 3,000	\$ 3,000
17	Insurance	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ -	\$ 10,300	\$ 10,300	\$ 10,300
18	Staff Training	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ -	\$ 16,000	\$ 16,000	\$ 16,000
19	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Program Expense	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000
21	IT Service	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ -	\$ 22,000	\$ 22,000	\$ 22,000
22	Database	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ -	\$ 16,000	\$ 16,000	\$ 16,000
23		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ -	\$ 86,150	\$ 86,150	\$ -	\$ 86,150	\$ 86,150	\$ -	\$ 172,300	\$ 172,300
69										
70	Other Expenses (not subject to indirect cost %)									
71	Direct Assistance - Homelessness Prevention	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ -	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000
72		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83										
84	TOTAL OTHER EXPENSES	\$ -	\$ 1,950,000	\$ 1,950,000	\$ -	\$ 1,950,000	\$ 1,950,000	\$ -	\$ 3,900,000	\$ 3,900,000
85										
86	Capital Expenses									
87		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	HSH #3							Template last modified	6/22/2021	

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 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 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 through 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's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. 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's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON 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 shall direct questions regarding spend down and funding source prioritization 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 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(s). 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/Prop C.	
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 period each time an invoice is submitted.</p> <p>Documentation shall include, 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>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Grantee shall provide documentation, as requested by HSH. Each time an invoice is submitted, Grantee shall upload</p>

General Fund/Prop C.	
Type	Instructions and Examples of Documentation
	<p>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>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation 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 documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p>

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund amounts (i.e., authorized by 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(s) of this Agreement. Requests for greater than 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 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 D - Interests In Other City Grants

**Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Grant	Amount of Grant
HSH: #1000012476 Rental Assistance Disbursement Component (RADCO)	7/1/2018 – 6/30/2021	\$4,981,688
HSH: #1000013722 Temporary Shelter Advocacy (SCA)	7/1/2019 – 6/30/2024	\$1,558,353
MOHCD: #155612-20 Treasury ERAP (RADCO)	5/1/2021 – 9/30/2022	\$6,000,000
MOHCD: #145042-20 ERAP (CARES-RADCO) <i>Amendment Pending</i>	7/1/2020 – 6/30/2021	\$1,015,000
MOHCD: #139500-19 (Give2SF- RADCO)	4/1/2020 - 6/30/2021	\$3,000,000
MOHCD: #142356-20 Tenant Right To Counsel (TRC)	7/1/2020 – 6/30/2021	\$5,412,580
MOHCD: #157140-20 COVID-19 Eviction Defense (TRC) <i>In negotiation</i>	5/1/2021 – 12/31/2022	\$450,000

Appendix E – Permitted Subcontractors

1. None
