

File No. 251105

Committee Item No. 4
Board Item No. 18

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 3, 2025
Board of Supervisors Meeting Date December 9, 2025

Cmte Board

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Original Agreement 10/1/2022</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 1 9/7/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 2 7/1/2024</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>HSH Presentation 12/3/2025</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Presidential Memo - Temporary Memberships – 12/2/2025</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | |

Completed by: Brent Jalipa Date November 20, 2025
Completed by: Brent Jalipa Date December 4, 2025

1 [Grant Agreement Amendment - Felton Institute - Bayview Drop-In Resource Center - Not to
2 Exceed \$16,854,149]

3 **Resolution approving the third amendment to the grant agreement between Felton
4 Institute and the Department of Homelessness and Supportive Housing (“HSH”) for
5 Drop-in Center operations, extending the grant term by 24 months from June 30, 2026,
6 for a total term of October 1, 2022, through June 30, 2028, and increasing the
7 agreement amount by \$7,134,976 for a new total amount not to exceed \$16,854,149; and
8 authorizing HSH to enter into any amendments or other modifications to the
9 Amendment that do not materially increase the obligations or liabilities, or materially
10 decrease the benefits to the City and are necessary or advisable to effectuate the
11 purposes of the Agreement.**

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

17 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 8,323
18 people experiencing homelessness in San Francisco on any given night, 17.6% of which were
19 in District 10; and

20 WHEREAS, HSH awarded the Agreement to Felton Institute through the Department’s
21 streamlined contracting authority for homeless services under Administrative Code,
22 Chapter 21.B; and

23 WHEREAS, In October 2022, HSH and Felton Institute entered into an Agreement for
24 Drop-In Resource Center services (“Original Agreement”); and

1 WHEREAS, The Original Agreement has a term of October 1, 2022, through June 30,
2 2024, and a not to exceed amount of \$4,201,720; and

3 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
4 Supervisors (“Clerk”) in File No. 251105, which is hereby declared to be part of this Resolution
5 as if set forth fully herein; and

6 WHEREAS, In March 2023, HSH and Felton Institute entered into a First Amendment
7 to continue these services (“First Amendment”); and

8 WHEREAS, The First Amendment increased the not to exceed amount by \$668,644 for
9 a new total amount not to exceed \$4,870,364; and

10 WHEREAS, The First Amendment is on file with the Clerk in File No. 251105, which is
11 hereby declared to be part of this Resolution as if set forth fully herein; and

12 WHEREAS, In July 2024, HSH and Felton Institute entered into a Second Amendment
13 to continue these services (“Second Amendment”); and

14 WHEREAS, The Second Amendment extended the term by 24 months from June 30,
15 2024, through June 30, 2026, and increased the not to exceed amount by \$4,848,809 for a
16 new total amount not to exceed \$9,719,173; and

17 WHEREAS, The Second Amendment is on file with the Clerk in File No. 251105, which
18 is hereby declared to be part of this Resolution as if set forth fully herein; and

19 WHEREAS, HSH intends to enter into a Third Amendment to continue these services
20 by extending the term 24 months through June 30, 2028, and increasing the maximum
21 expenditure by \$7,134,976 for a new total amount not to exceed \$16,854,149 (the
22 “Amendment”); and

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

1 RESOLVED, The proposed Amendment contained in File No. 251105, is substantially
2 in final form, with all materials terms and conditions included, and only remains to be executed
3 by the parties upon approval of this Resolution; and, be it

4 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to make any
5 modifications to the Amendment, prior to its final execution by all parties, that HSH
6 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
7 best interest of the City, do not materially increase the obligations or liabilities of the City, are
8 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance
9 with all applicable laws, including City's Charter; and, be it

10 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
11 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
12 No. 251105; this requirement and obligation resides with the Department, and is for purposes
13 of having a complete file only, and in no manner affects the validity of approved Amendment.

14
15
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17
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19 Recommended:

20
21 /s/

22 Shireen McSpadden
23 Executive Director
24 Department of Homelessness and Supportive Housing

| | |
|--|---|
| Item 4 File 25-1105 | Department: Homelessness and Supportive Housing |
| EXECUTIVE SUMMARY | |
| Legislative Objectives | |
| <ul style="list-style-type: none"> The proposed resolution approves the third amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Felton Institute for Bayview Drop-in Center operations, extending the agreement term by 24 months, from June 30, 2026, to June 30, 2028, and increases the total not-to-exceed amount by \$7,134,976, from \$9,719,173 to \$16,854,149. | |
| Key Points | |
| <ul style="list-style-type: none"> HSH funds and oversees the City's homeless response system. One component of the system is drop-in centers, which provide non-shelter essential services such as food, showers, and laundry to individuals who are at-risk of or experiencing homelessness. HSH funds two drop-in centers in San Francisco: the Bayview Drop-In Center and the Mission Neighborhood Resource Center. HSH selected the Felton Institute to operate a Bayview drop-in center under Administrative Code 21B, which waives competitive procurement rules for homeless service contracts. The existing agreement, which HSH has amended twice, has a not to exceed amount of approximately \$9.7 million and a three-year and 10-month term ending in June 2026. HSH conducted a site visit and performance evaluation on September 16, 2025. Based on the performance monitoring report, the Felton Institute achieved all service and outcome objectives for FY 2024-25. In FY 2024-25, HSA conducted citywide nonprofit monitoring for the Felton Institute and identified two initial findings. According to a subsequent Final Status Letter, the Felton Institute resolved these findings, and HSA determined that the Felton Institute was in full compliance with the City's requirements. | |
| Fiscal Impact | |
| <ul style="list-style-type: none"> The proposed third amendment increases the agreement's total not-to-exceed amount by \$7,134,976, for a new total of \$16,854,149. The contract is funded by the General Fund. The proposed FY 2025-26 budget of \$3.0 million represents a four percent increase (\$114,791) over the FY 2024-25 actual expenditures of \$2.9 million. | |
| Recommendation | |
| <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**Drop-In Centers**

The Department of Homelessness and Supportive Housing (HSH) funds and oversees the City's homeless response system. One component of the system is drop-in centers, which provide non-shelter essential services such as food, showers, and laundry to individuals who are at-risk of or experiencing homelessness. HSH funds two drop-in centers in San Francisco: the Bayview Drop-In Center and the Mission Neighborhood Resource Center.

Contract History

In October 2022, HSH entered into an agreement with the Felton Institute, under Administrative Code Section 21B,¹ with an initial term from October 1, 2022, through June 30, 2024, and a total not-to-exceed amount of \$4,201,720 for the operation of a drop-in center at 2111 Jennings Street in the Bayview. The United Council of Human Services provided programmatic services, and the Felton Institute provided fiscal intermediary services. HSH states the selection of providers was based on their experience and ability to begin services in a timely manner.

In March 2023, HSH approved the first amendment which increased the total not-to-exceed amount by \$668,644, from \$4,201,720 to \$4,870,364, to add a 15 percent indirect cost rate to the Felton Institute's budget to cover the administrative costs associated with managing the program (\$409,979) and provided one-time funding across two years (\$180,443) to cover salary expenses associated with the transition of the program from United Council of Human Services to the Felton Institute.

In July 2024, HSH approved the second amendment, which extended the term by 24 months, from June 30, 2024, through June 30, 2026, and increased the not-to-exceed amount by \$4,848,809, from \$4,870,364 to \$9,719,173.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the third amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Felton Institute for Bayview

¹ Administrative Code Section 21B, established in April 2019, waives competitive procurement rules for homeless service contracts, but requires contracts to be detailed in a quarterly report to the Board of Supervisors.

Drop-in Center operations, extending the agreement term by 24 months, from June 30, 2026, to June 30, 2028, and increases the total not-to-exceed amount by \$7,134,976, from \$9,719,173 to \$16,854,149.

According to HSH, this two-year extension aligns with the department's Multi-Year Procurement Plan to eventually re-procure services through competitive solicitations. Per the plan, HSH intends to release solicitations for drop-in resource centers in Spring 2027, with a tentative agreement start by Fall 2027. HSH notes that it is standard procedure to extend existing agreements by up to one year beyond the plan's timeline to prevent disruptions to service provision.

Scope of Services

The grant provides drop-in center services to individuals and families experiencing homelessness in the Bayview-Hunters Point neighborhood. Grant terms require the Felton Institute to maintain and repair the drop-in facility and provide janitorial services, laundry facilities, locker space, bathroom and shower facilities, breakfast and dinner, a temporary address location for receipt of mail and mail storage, and drop-in chairs for those with or without shelter reservations,² including respite when medically requested for those with shelter reservations.

In addition to the term and funding changes, this amendment adjusts the agreement's service and outcome objective measures. According to the new grant agreement, locker space, shower and restroom facilities, and laundry service hours were reduced from 24/7 to a set of scheduled hours each day. Additionally, the service objectives now require 100 breakfast and 200 dinner meals daily, 3,000 unduplicated clients annually, and 50 duplicated clients daily. The existing agreement does not specify service levels for these objectives. The grant continues to require 42 lockers and 48 chairs for program clients.

According to the Grant terms, the Felton Institute shall provide drop-in services to 3,000 unduplicated clients annually, and 50 duplicated clients daily. According to HSH, the grantee served 3,309 unduplicated clients in FY 2024-25. A breakdown of the service schedule is provided in Exhibit 1 below.

² Drop-in chair refers to a practice where individuals are permitted to stay overnight and sleep while sitting in a chair, rather than in a bed, which distinguishes it from a shelter-service.

Exhibit 1: Service Schedule by Service Category FY 2025-26 to FY 2027-28

| Service Component | Hours |
|---|--|
| Breakfast | 7:00am - 9:00am daily |
| Dinner | 5:00pm - 7:00pm M-F; 4:00pm - 6:00pm S-S |
| Drop-In Chairs | 3:30pm - 7:30am daily |
| Laundry Services | 8:00am - 12:00am daily |
| Showers and Restrooms | 8:00am - 12:00am daily; 24/7 in emergencies* |
| Locker Space | 7:00am - 11:00pm daily |
| Access to mail pick up and mail storage** | 9:00am - 4:30pm daily |

Source: HSH

Notes: *According to HSH, the Drop-in Center will still accommodate 24/7 access to showers and restrooms on an as-needed basis; however, regular hours are reduced to better align with staffing levels.

**The proposed amendment removes voicemail access from the scope of services because this facility does not have a voicemail machine. Clients will still be able to call out to access their voicemail provider.

Performance Monitoring

HSH conducted a site visit and performance evaluation on September 16, 2025. HSH reports the Felton Institute achieved all service and outcome objectives for FY 2024-25. A breakdown of the goals and actuals is shown in Exhibit 2 below.

Exhibit 2: Service and Outcome Objective Goal vs. Actuals FY 2024-25

| Category | Objective | Goal | Actual |
|----------|--|--------------------|--------------|
| Service | Unduplicated Client Meal Count | 2,400 Annually | 3,642 |
| Service | Drop-in Chairs | 48 chair capacity | Yes |
| Service | Locker Space | 42 locker capacity | Yes |
| Service | Shower and Restroom Facilities | 24/7 access | Yes |
| Service | Voicemail Access, Mail Pick Up, and Mail Storage | Daily 7 AM to 7 PM | Yes* |
| Service | Laundry services | 24/7 access | Yes |
| Service | Client satisfaction surveys collected | 400 Annually | 400 |
| Outcome | Service rated as satisfactory or better | 75% | 94% |

Source: HSH

*As noted above, this facility does not have a voicemail machine. Voicemail access is removed from the scope of services in the proposed agreement

On October 8, 2025, HSH finalized the results of the program monitoring assessment of the drop-in center program and cited no findings for this fiscal year; however, the Felton Institute received the following suggestions for best practices: (1) provider should translate all materials into Filipino to comply with the City's threshold languages, (2) provider should include a date field on the satisfaction surveys so guests can enter the date survey is being completed, and (3) provider

should post the Shelter Grievance Ordinance and Shelter Grievance Policy on bulletin boards. HSH confirms that the Felton Institute submitted a satisfactory response and implemented a Plan of Correction, completing all items in October 2025.

Fiscal Monitoring

The Human Services Agency (HSA) conducted the Citywide fiscal monitoring review on May 14, 2025. Two initial findings were identified for the Felton Institute for FY 2024-25. First, HSA requested an annual cash flow projection that the organization had failed to submit, and second, the organization had less than 30 days of operating cash. On June 10, 2025, the Felton Institute provided the missing projection document to HSH and committed to exploring new revenue streams and building cash reserves to be compliant in the future.

On June 13, 2025, HSH issued the Final Status Letter for Felton Institute for FY 2024-25, resolving these findings and determining that Felton Institute was in full compliance with fiscal requirements.

FISCAL IMPACT

The Third Amendment increases the total agreement not-to-exceed amount by \$7,134,976, for a new total of \$16,854,149. Exhibit 3 summarizes the proposed fiscal changes by year. The contract is funded by the General Fund.

Exhibit 3: Grant Agreement Budget and Not to Exceed Amount

| Fiscal Year | Budget |
|---------------------------------------|---------------------|
| FY 2022-23 (Actual) (Partial Year) | \$1,757,695 |
| FY 2023-24 (Actual) | 2,401,793 |
| FY 2024-25 (Actual) | 2,851,773 |
| FY 2025-26 (Projected) | 2,966,564 |
| FY 2026-27 (Proposed) | 2,966,564 |
| FY 2027-28 (Proposed) | 2,966,564 |
| Subtotal (Budget) | \$15,910,953 |
| Contingency (15%) | 943,196 |
| Total (NTE) | \$16,854,149 |

Source: HSH

The proposed FY 2025-26 budget of \$2,966,564 represents approximately a four percent increase (\$114,791) over the FY 2024-25 actual expenditures of \$2,851,773.

A breakdown of expenditures and revenues by fiscal year is detailed in Exhibit 4 below. The proposed FY 2026-27 budget maintains existing staffing levels of 20.25 full-time equivalent (FTE) positions.

Exhibit 4: Expenditures and Revenues for Felton Institute, FY 2023-24 to FY 2027-28

| | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 (Extension) | FY 2027-28 (Extension) |
|-----------------------|--------------------|--------------------|--------------------|---------------------------|---------------------------|
| Salaries and Benefits | \$1,328,518 | \$1,557,388 | \$1,596,955 | \$1,596,955 | \$1,596,955 |
| Operating Expenses | 749,371 | 996,694 | 982,668 | 982,668 | 982,668 |
| Subtotal | 2,077,889 | 2,554,082 | 2,579,623 | 2,579,623 | 2,579,623 |
| Indirect Cost (15%) | 311,683 | 383,110 | 386,941 | 386,941 | 386,941 |
| Other Expenses | 12,221 | | | | |
| Adjustment to Actuals | (10,776) | (85,419) | | | |
| Total | \$2,401,793 | \$2,851,773 | \$2,966,564 | \$2,966,564 | \$2,966,564 |

Source: HSH

RECOMMENDATION

Approve the proposed resolution.

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

**THIRD AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
FELTON INSTITUTE**

THIS AMENDMENT of the **October 1, 2022** Grant Agreement (the "Agreement") is dated as of **January 1, 2026** and is made in the City and County of San Francisco, State of California, by and between **FELTON INSTITUTE** ("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 San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to update the Agreement in order to update the grant amount and extend the agreement term; and

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. **[Insert Resolution Number]** on **[Insert Date of Commission Action]**; and

WHEREAS, the Board of Supervisors approved this Amendment under San Francisco Charter Section 9.118 by Resolution No. **<insert Resolution number>** on **<Month Date, Year>**; and

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" shall mean the Agreement dated **October 1, 2022** between Grantee and City; and **First Amendment**, dated **March 7, 2023**, and **Second Amendment**, dated **July 1, 2024**.

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

2.1 Section 3.2 Duration of Term of the Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **October 1, 2022** 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.

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

3.2 Duration of Term. The term of this Agreement shall commence on **October 1, 2022** and expire on **June 30, 2028**, 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 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (b) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Seven Hundred Nineteen Thousand One Hundred Seventy Three Dollars (\$9,719,173)**.
- (c) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Twenty Three Thousand Seven Hundred Seventy One Dollars (\$723,771)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the 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 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 **Sixteen Million Eight Hundred Fifty Four One Hundred Forty Nine Dollars (\$16,854,149)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Nine Hundred Forty Three One Hundred Ninety Six Dollars (\$943,196)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the 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.

2.3 **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 January 1, 2026)

Appendix B, Budget (dated January 1, 2026)

Appendix C, Method of Payment (dated January 1, 2026)

Appendix D, Interests in Other City Grants (dated January 1, 2026)

2.4 **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated January 1, 2026), for the period of January 1, 2026 to June 30, 2028.

2.5 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated January 1, 2026), for the period of October 1, 2022 to June 30, 2028.

2.6 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated January 1, 2026).

2.7 **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 January 1, 2026).

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 | FELTON INSTITUTE |
| By: _____ Shireen McSpadden Executive Director | By: _____ Marvin Davis Chief Financial Officer City Supplier Number: 0000020256 |
| Date | Date |

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Felton Institute
Bayview Drop-In Center**

I. Purpose of Grant

The purpose of this grant is to provide Drop-In Center services to the served population. The goals of these program services are to provide the served population with access to meals, storage space, restrooms, showers, and laundry facilities, to support personal hygiene and maximize their ability to live and work in the community.

II. Served Population

Grantee shall serve individuals and families who are experiencing homelessness in the Bayview-Hunters Point neighborhood.

III. Description of Services

Grantee shall provide Drop-In Operations services to the total number of guests as described in Appendix B, Budget (“Number Served” tab). Grantee shall provide the following services during the term of this grant:

- A. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes and shall post cleaning and maintenance times for guests.
- B. Storage: Grantee shall provide guests with access to a locker area based on the number of lockers listed in the Appendix B, Budget “Number Served” tab.
- C. Restroom Facilities: Grantee shall provide all guests with access to bathroom and shower facilities seven days per week.
- D. Laundry Facilities: Grantee shall provide guests with access to laundry facilities (i.e., washers and dryers).
- E. Meals: Grantee shall provide breakfasts and dinners to guests.
- F. Drop-In Chairs: Grantee shall provide drop-in chairs for those with or without shelter reservations, including respite when medically requested for those with shelter reservations.
- G. Mail and Voicemail: Grantee shall provide guests with access to an temporary address location for receipt of voicemail, mail, and mail storage.

IV. Location and Time of Services

Grantee shall provide Drop-In operations services at the Bayview Drop-In Center, located at 2111 Jennings Street, San Francisco, CA 94124, during the hours specified in the Appendix B, Budget (“Hours of Operation” tab).

V. Service Requirements

Grantee shall meet the following service requirements:

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee under the Grant Plan, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.
- B. Data Standards:
 1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.
 2. Data entered in 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 Department of Homelessness and Supportive Housing (HSH), Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall 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.

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here:
<https://hsh.sfgov.org/get-information/one-system/>

C. Confidentiality:

1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.
2. Grantee shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing.
3. Grantee shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Grantee receives the request. Grantee shall not respond to Legal Requests without first notifying City.
4. In the event that Grantee becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Grantee shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

D. Critical Incident:

Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, 24 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.

E. Good Neighbor Policy: Grantee shall maintain a good relationship with the neighborhood, including:

1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), Department of Public Works (DPW), Department of Public Health

(DPH), Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.

2. Grantee shall assign a director, manager, or representative to participate in and attend relevant neighborhood and community meetings.
3. Grantee shall provide a phone number to all interested neighbors that will be answered 24 hours a day by a representative, who will direct complaints and issues to a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
4. Grantee shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Grantee will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests. Walk-ins will only be allowed if this method is a part of the program's executed scope of work, during a weather activation, or other exception, as directed by HSH.
5. Grantee shall actively discourage and address excessive noise from program participants. Grantee will coordinate with other service providers and City agencies, as necessary to address excessive noise from program participants, including coordination to address excessive noise occurring outside and near the program site.
6. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.
7. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
8. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
9. Grantee will conduct at minimum three daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
10. Grantee shall immediately report to SF Homeless Outreach Team (SFHOT) or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
11. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
12. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
13. Grantee will report graffiti in the immediate area to 311.

F. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the Department of Homelessness and Supportive Housing (HSH) Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

G. 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.

H. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

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

J. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:

1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
5. Assistance with conflict de-escalation and crisis management.

K. Inclement Weather and Emergency Expansion: Grantee shall respond to HSH's request to expand hours of operation for drop-in chairs in order to provide respite to clients during inclement weather or other emergencies. Grantee shall be ready to provide expansion within 24-hour notice; although HSH will attempt to give more advance notice whenever possible. Grantee shall use their own staffing during these expansions; however, if there is not adequate staffing available at the time of expansion, HSH may augment coverage with City staff in order to respond to emergencies.

L. Record Keeping and Files:

1. Grantee shall maintain all eligibility and inspection documentation in the Online Navigation and Entry (ONE) System² and maintain hard copy files with eligibility, including homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

M. Dietary and Food Safety: Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.

N. Facilities:

1. Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required, and janitorial services shall occur regularly, per shift, and as required.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g., fan blades, air registers, vents, filters); plumbing (e.g., drains of showers, toilets, sinks); appliances (e.g., hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g., metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g., roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g., toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g., floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g., dryer vents); elevators (e.g., buttons, floors, walls); kitchens (e.g., floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

O. 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.

² HSH will provide annual Housing Quality Standards (HQS) inspections, tenant eligibility determinations, and rent calculations as outlined herein and further governed by the CoC Interim Rule (24 CFR Part 578) and subsequent guidance from HUD

P. **Grievance Procedure:** Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population, which shall include the following elements as well as others that may be appropriate to the services:

1. The name or title of the person or persons authorized to make a determination regarding the grievance;
2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
3. The amount of time required for each step, including when a guest can expect a response; and
4. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the participant to contact after the participant has exhausted Grantee's internal Grievance Procedure.

Q. **City Communications and Policies:**

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

1. Regular communication to HSH about the implementation of the program;
2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to: hearings on issues related to homelessness; SGAC meetings; Attendance of the Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; Stakeholder Meeting; and Shelter Access Workshops;
3. Attendance of trainings, as requested;
4. Adherence to the HSH Shelter Grievance Policy; and
5. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.

R. **Health Screening and Certifications:** Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.

S. **Partner Provider MOU:** Grantee shall establish written Memoranda of Understanding (MOUs) with subcontractors, as required by HSH.

T. **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 repairs/services; and
2. A written annual/quarterly 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.

VI. Service Objectives

Grantee shall achieve the following service objectives for Drop-In Services provided daily during the hours specified in the “Hours of Operation” tab in the Appendix B, Budget:

- A. See “Numbers Served” tab of Appendix B Budget for required daily and annual attendance.
- B. Grantee shall provide 100 breakfast meals daily.
- C. Grantee shall provide 200 dinner meals daily.
- D. Grantee shall provide access to 48 drop-in chairs.
- E. Grantee shall provide access to 42 lockers.
- F. Grantee shall provide access to showers and restroom facilities.
- G. Grantee shall provide access to laundry services.
- H. Grantee shall provide access to mail pick up and mail storage.
- I. Grantee shall collect a minimum of 100 client satisfaction surveys each quarter.

VII. Outcome Objectives

Grantee shall achieve the following outcome objectives for Bayview Drop-In Services:

- A. Seventy-five percent of guests responding to satisfaction surveys will rate the quality of service as satisfactory or better.

VIII. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, such as ONE System and CARBON.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the grant activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.

- D. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between the Grantee, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.
- E. 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.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- G. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development's (HUD) latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

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

IX. Monitoring Activities

- A. **Program Monitoring:** Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following: participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.

B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs), 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 | 1/1/2026 | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | |
| 5 | Current Term | 10/1/2022 | 6/30/2026 | 4 | | | |
| 6 | Amended Term | 10/1/2022 | 6/30/2028 | 6 | | | |
| 7 | Provider Name | Felton Institute | | | | | |
| 8 | Program | Bayview Drop-In Center | | | | | |
| 9 | F\$P Contract ID# | 1000026539 | | | | | |
| 10 | | | | | | | |
| 11 | APPROVED SUBCONTRACTORS | | | | | | |
| 12 | Instaworks (FY23-24 only) | | | | | | |

| | A | B | C | D | | | |
|----|--|---|-----------------|-------------------------|--|--|--|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | |
| 3 | Document Date | 1/1/2026 | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | |
| 5 | Current Term | 10/1/2022 | 6/30/2026 | 4 | | | |
| 6 | Amended Term | 10/1/2022 | 6/30/2028 | 6 | | | |
| 7 | Provider Name | Felton Institute | | | | | |
| 8 | Program | Bayview Drop-In Center | | | | | |
| 9 | F\$P Contract ID# | 1000026539 | | | | | |
| 10 | | | | | | | |
| 11 | SITE LOCATIONS | | | | | | |
| 12 | Site Name | Address | | | | | |
| 13 | Bayview Drop-in Center | 2111 Jennings St. San Francisco, CA 94124 | | | | | |

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

| Document Date | 1/1/2026 | | |
|--------------------------|------------------------|-----------------|-------------------------|
| Contract Term | Begin Date | End Date | Duration (Years) |
| Current Term | 10/1/2022 | 6/30/2026 | 4 |
| Amended Term | 10/1/2022 | 6/30/2028 | 6 |
| Provider Name | Felton Institute | | |
| Program | Bayview Drop-In Center | | |
| F\$P Contract ID# | 1000026539 | | |

| Hours of Operation | |
|---------------------------|---|
| Service Component | Hours |
| Breakfast | 7:00am - 9:00am daily |
| Dinner | 5:00pm - 7:00pm M-F; 4:00pm - 6:00pm S-S |
| Drop-In Chairs | 3:30pm - 7:30am daily |
| Laundry Services | 8:00am - 12:00am daily |
| Showers and Restrooms | 8:00am - 12:00am daily; 24/7 in emergencies |
| Storage Lockers | 7:00am - 11:00pm daily |
| Mail | 9:00am - 4:30pm daily |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V |
|----|--|------------------------|-----------------|-------------------------|--------------------------|---|-------------------------|---|-------------------------|---|-------------------------|---|-------------------------|---|-------------------------|---|-------|---|-------|---|-------|---|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | | | | | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | | | | | | | | | | | | | |
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| 7 | Provider Name | Felton Institute | | | | | | | | | | | | | | | | | | | | |
| 8 | Program | Bayview Drop-In Center | | | | | | | | | | | | | | | | | | | | |
| 9 | F\$P Contract ID# | 1000026539 | | | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | | | | | | |
| 12 | NUMBER SERVED | | | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | Year 6 | | | | | | | |
| 13 | Service Component | | | | 10/1/2022 - 6/30/2023 | | 7/1/2023 - 6/30/2024 | | 7/1/2024 - 6/30/2025 | | 7/1/2025 - 6/30/2026 | | 7/1/2026 - 6/30/2027 | | 7/1/2027 - 6/30/2028 | | | | | | | |
| 18 | Drop-In Center Unduplicated Annual Guests | | | | 3,000 | | 3,000 | | 3,000 | | 3,000 | | 3,000 | | 3,000 | | 3,000 | | 3,000 | | 3,000 | |
| 19 | Drop-In Center Duplicated Daily Guests | | | | 50 | | 50 | | 50 | | 50 | | 50 | | 50 | | 50 | | 50 | | 50 | |
| 20 | | | | | | | | | | | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | | | | | | | | | | |

| | A | B | C | D | G | J | M | N | O | P | Q | R | S | T | U | V | AI | AJ | AK |
|---|--|---------------|------------------|--------------|--------------|--------------|--------------|-------|--------------|--------------|-------|--------------|--------------|--------------|--------------|---------------|--------------|---------------|----|
| 1 DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | | | | | | | | | | | |
| 2 APPENDIX B, BUDGET | | | | | | | | | | | | | | | | | | | |
| 3 Document Date | | 1/1/2026 | | | | | | | | | | | | | | | | | |
| 4 Contract Term | Begin Date | End Date | Duration (Years) | | | | | | | | | | | | | | | | |
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| 6 Amended Term | 10/1/2022 | 6/30/2028 | 6 | | | | | | | | | | | | | | | | |
| 7 Provider Name | Felton Institute | | | | | | | | | | | | | | | | | | |
| 8 Program | Bayview Drop-In Center | | | | | | | | | | | | | | | | | | |
| 9 FSP Contract ID# | 1000026539 | | | | | | | | | | | | | | | | | | |
| 10 Contract Action (Select) | Amendment | | | | | | | | | | | | | | | | | | |
| 11 Effective Date | 1/1/2026 | | | | | | | | | | | | | | | | | | |
| 12 Budget Name | General Fund - Drop-In Center | | | | | | | | | | | | | | | | | | |
| 13 Funding: | Current | New | 15% | | | | | | | | | | | | | | | | |
| 14 Term Budget | \$ 9,622,978 | \$ 15,910,953 | | | | | | | | | | | | | | | | | |
| 15 Contingency | \$ 96,195 | \$ 943,196 | | | | | | | | | | | | | | | | | |
| 16 Not-To-Exceed (NTE) | \$ 9,719,173 | \$ 16,854,149 | | | | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | | | | | | |
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| 21 | | | | | | | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | | | | | | | |
| 23 EXPENDITURES | | | | | | | | | | | | | | | | | | | |
| 24 Salaries & Benefits | \$ 1,096,812 | \$ 1,328,518 | | \$ 1,557,388 | \$ 1,596,955 | \$ 1,596,955 | \$ 1,596,955 | \$ - | \$ 1,596,955 | \$ 1,596,955 | \$ - | \$ 1,596,955 | \$ 1,596,955 | \$ 1,596,955 | \$ 1,596,955 | \$ 5,579,673 | \$ 3,193,910 | \$ 8,773,583 | |
| 25 Operating Expenses | \$ 551,027 | \$ 749,371 | | \$ 996,694 | \$ 957,128 | \$ 25,540 | \$ 982,668 | \$ - | \$ 982,668 | \$ 982,668 | \$ - | \$ 982,668 | \$ 982,668 | \$ 982,668 | \$ 982,668 | \$ 3,254,220 | \$ 1,990,876 | \$ 5,245,096 | |
| 26 Subtotal | \$ 1,647,839 | \$ 2,077,889 | | \$ 2,554,082 | \$ 2,554,082 | \$ 25,540 | \$ 2,579,623 | \$ - | \$ 2,579,623 | \$ 2,579,623 | \$ - | \$ 2,579,623 | \$ 2,579,623 | \$ 2,579,623 | \$ 2,579,623 | \$ 8,833,893 | \$ 5,184,786 | \$ 14,018,679 | |
| 27 Indirect Percentage | 6.67% | 15.00% | | 15.00% | 15.00% | 0.00% | 15.00% | 0.00% | 15.00% | 15.00% | 0.00% | 15.00% | 15.00% | 15.00% | 15.00% | 13.45% | 14.02% | | |
| 28 Indirect Cost | \$ 109,856 | \$ 311,683 | | \$ 383,110 | \$ 383,109 | \$ 383,109 | \$ 386,941 | \$ - | \$ 386,941 | \$ 386,941 | \$ - | \$ 386,941 | \$ 386,941 | \$ 386,941 | \$ 386,941 | \$ 1,187,758 | \$ 777,714 | \$ 1,965,472 | |
| 29 Other Expenses (Not Eligible for Indirect %) | \$ - | \$ 12,221 | | \$ (85,419) | \$ (325,475) | \$ 325,475 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (398,673) | \$ 325,475 | \$ (73,198) | |
| 30 Capital Expenditures | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 32 TOTAL EXPENDITURES | \$ 1,757,695 | \$ 2,401,793 | | \$ 2,851,773 | \$ 2,611,717 | \$ 354,847 | \$ 2,966,564 | \$ - | \$ 2,966,564 | \$ 2,966,564 | \$ - | \$ 2,966,564 | \$ 2,966,564 | \$ 2,966,564 | \$ 2,966,564 | \$ 9,622,978 | \$ 6,287,975 | \$ 15,910,953 | |
| 33 | | | | | | | | | | | | | | | | | | | |
| 34 HSH REVENUES* (Select) | | | | | | | | | | | | | | | | | | | |
| 35 General Fund - Ongoing | \$ 1,757,695 | \$ 2,412,569 | | \$ 2,937,192 | \$ 2,937,192 | \$ - | \$ 2,937,192 | \$ - | \$ 2,937,192 | \$ 2,937,192 | \$ - | \$ 2,937,192 | \$ 2,937,192 | \$ 2,937,192 | \$ 2,937,192 | \$ 10,044,648 | \$ 5,933,128 | \$ 15,977,776 | |
| 36 Adjustment to Actuals | \$ - | \$ (10,776) | | \$ (85,419) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (96,195) | \$ - | \$ (96,195) | |
| 37 NTE Withheld Pending Amendment | \$ - | \$ - | | \$ - | \$ (325,475) | \$ 325,475 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (325,475) | \$ 325,475 | \$ - | |
| 38 General Fund - CODB | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 29,372 | \$ 29,372 | |
| 54 TOTAL HSH REVENUES | \$ 1,757,695 | \$ 2,401,793 | | \$ 2,851,773 | \$ 2,611,717 | \$ 354,847 | \$ 2,966,564 | \$ - | \$ 2,966,564 | \$ 2,966,564 | \$ - | \$ 2,966,564 | \$ 2,966,564 | \$ 2,966,564 | \$ 2,966,564 | \$ 9,622,978 | \$ 6,287,975 | \$ 15,910,953 | |
| 63 TOTAL HSH + OTHER REVENUES | \$ 1,757,695 | \$ 2,401,793 | | \$ 2,851,773 | \$ 2,611,717 | \$ 354,847 | \$ 2,966,564 | \$ - | \$ 2,966,564 | \$ 2,966,564 | \$ - | \$ 2,966,564 | \$ 2,966,564 | \$ 2,966,564 | \$ 2,966,564 | \$ 9,622,978 | \$ 6,287,975 | \$ 15,910,953 | |
| 64 Rev-Exp (Budget Match Check) | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 65 | | | | | | | | | | | | | | | | | | | |
| 66 | | | | | | | | | | | | | | | | | | | |
| 67 | | | | | | | | | | | | | | | | | | | |
| 68 Approved by: | Lissette Garza | | | | | | | | | | | | | | | | | | |
| 69 Title: | Senior Controller | | | | | | | | | | | | | | | | | | |
| 70 Phone Number: | 415-474-7310 | | | | | | | | | | | | | | | | | | |
| 71 Email: | lgarza@felton.org | | | | | | | | | | | | | | | | | | |
| 72 | | | | | | | | | | | | | | | | | | | |
| 73 | | | | | | | | | | | | | | | | | | | |
| 74 | * NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document. | | | | | | | | | | | | | | | | | | |
| 75 | | | | | | | | | | | | | | | | | | | |
| 76 | | | | | | | | | | | | | | | | | | | |

| A | B | C | E | H | K | L | M | N | O | P | Q | R | S | T | AG | AH | AI |
|---|--|-------------------|-------------------|--------------------|---------------------|-------------------|-------------------|-------------|-------------------|-------------------|-------------|-------------------|---------------------|---------------------|---------------------|---------------------|----|
| 1 DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | | | | | | | | | |
| 2 APPENDIX B. BUDGET | | | | | | | | | | | | | | | | | |
| 3 OPERATING DETAIL | | | | | | | | | | | | | | | | | |
| 4 Document Date | 1/1/2026 | | | | | | | | | | | | | | | | |
| 5 Provider Name | Felton Institute | | | | | | | | | | | | | | | | |
| 6 Program | Bayview Drop-In Center | | | | | | | | | | | | | | | | |
| 7 FSP Contract ID# | 1000026539 | | | | | | | | | | | | | | | | |
| 8 Budget Name | General Fund - Drop-In Center | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | | | |
| 14 | OPERATING EXPENSES | | | | | | | | | | | | | | | | |
| 15 | Rental of Property | \$ 100,935 | \$ 160,758 | \$ 182,000 | \$ 187,884 | \$ - | \$ 187,884 | \$ - | \$ 187,884 | \$ 187,884 | \$ 187,884 | \$ 187,884 | \$ 631,577 | \$ 375,768 | \$ 1,007,345 | | |
| 16 | Utilities (Electricity, Water, Gas, Phone, Scavenger) | \$ 94,650 | \$ 90,200 | \$ 127,187 | \$ 127,925 | \$ - | \$ 127,925 | \$ - | \$ 127,925 | \$ 127,925 | \$ 127,925 | \$ 127,925 | \$ 439,962 | \$ 255,850 | \$ 695,812 | | |
| 17 | Office Supplies, Postage | \$ 10,350 | \$ 2,500 | \$ 5,500 | \$ 2,647 | \$ - | \$ 2,647 | \$ - | \$ 2,647 | \$ 2,647 | \$ 2,647 | \$ 2,647 | \$ 20,997 | \$ 5,294 | \$ 26,291 | | |
| 18 | Building Maintenance Supplies and Repair | \$ 20,000 | \$ 60,290 | \$ 128,151 | \$ 140,000 | \$ 25,540 | \$ 165,540 | \$ - | \$ 165,540 | \$ 165,540 | \$ 165,540 | \$ 165,540 | \$ 348,441 | \$ 356,620 | \$ 705,061 | | |
| 19 | Printing and Reproduction | \$ 2,250 | \$ 3,000 | \$ 900 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,150 | \$ - | \$ 6,150 | | |
| 20 | Insurance | \$ 10,000 | \$ 59,815 | \$ 63,177 | \$ 37,823 | \$ - | \$ 37,823 | \$ - | \$ 37,823 | \$ 37,823 | \$ 37,823 | \$ 37,823 | \$ 170,815 | \$ 75,646 | \$ 246,461 | | |
| 21 | Staff Training | \$ - | \$ 2,000 | \$ 500 | \$ 200 | \$ - | \$ 200 | \$ - | \$ 200 | \$ 200 | \$ 200 | \$ 200 | \$ 200 | \$ 400 | \$ 3,100 | | |
| 22 | Staff Travel - (Local & Out-of-Town) | \$ - | \$ 657 | \$ 5,079 | \$ 2,000 | \$ - | \$ 2,000 | \$ - | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 4,000 | \$ 11,736 | | |
| 23 | Rental of Equipment | \$ 3,000 | \$ 25,765 | \$ 8,000 | \$ 3,648 | \$ - | \$ 3,648 | \$ - | \$ 3,648 | \$ 3,648 | \$ 3,648 | \$ 3,648 | \$ 40,411 | \$ 7,292 | \$ 47,703 | | |
| 24 | Gift Cards | \$ - | \$ - | \$ - | \$ 2,000 | \$ - | \$ 2,000 | \$ - | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 4,000 | \$ 6,000 | | |
| 25 | Cleaning/Janitorial Supplies | \$ 10,000 | \$ 26,935 | \$ 56,000 | \$ 26,935 | \$ - | \$ 26,935 | \$ - | \$ 26,935 | \$ 26,935 | \$ 26,935 | \$ 26,935 | \$ 119,870 | \$ 53,870 | \$ 173,740 | | |
| 26 | Cable/Internet | \$ 1,000 | \$ 2,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,400 | \$ - | \$ 3,400 | | |
| 27 | Fire/Security Monitoring Contract | \$ 500 | \$ 2,100 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,600 | \$ - | \$ 2,600 | | |
| 28 | Equipment Repair | \$ 21,600 | \$ 12,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 33,600 | \$ - | \$ 33,600 | | |
| 29 | Kitchen Groceries & Supplies | \$ 240,000 | \$ 250,000 | \$ 400,000 | \$ 400,000 | \$ - | \$ 400,000 | \$ - | \$ 400,000 | \$ 400,000 | \$ 400,000 | \$ 400,000 | \$ 1,290,000 | \$ 800,000 | \$ 2,090,000 | | |
| 30 | Client Related (hygiene, incentives, etc.) | \$ 22,000 | \$ 6,266 | \$ 1,000 | \$ 5,000 | \$ - | \$ 5,000 | \$ - | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 10,000 | \$ 44,266 | | |
| 31 | Food Delivery Vehicle Cost | \$ 3,167 | \$ 10,920 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14,087 | \$ - | \$ 14,087 | | |
| 32 | Furniture & Fixtures | \$ 6,075 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,075 | \$ - | \$ 6,075 | | |
| 33 | Communications / Cell Phone | \$ 5,500 | \$ 8,765 | \$ 1,200 | \$ 3,068 | \$ - | \$ 3,068 | \$ - | \$ 3,068 | \$ 3,068 | \$ 3,068 | \$ 3,068 | \$ 18,533 | \$ 6,136 | \$ 24,669 | | |
| 34 | Software Licenses (Box, Salesforce, Agile, Okta) | \$ - | \$ - | \$ 18,000 | \$ 18,000 | \$ - | \$ 18,000 | \$ - | \$ 18,000 | \$ 18,000 | \$ 18,000 | \$ 18,000 | \$ 36,000 | \$ 36,000 | \$ 72,000 | | |
| 50 | Subcontractors (First 25k Only) | | | | | | | | | | | | | | | | |
| 51 | Instaworks | \$ - | \$ 25,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 25,000 | \$ - | \$ 25,000 | | |
| 62 | TOTAL OPERATING EXPENSES | \$ 551,027 | \$ 749,371 | \$ 996,694 | \$ 957,128 | \$ 25,540 | \$ 982,668 | \$ - | \$ 982,668 | \$ 982,668 | \$ - | \$ 982,668 | \$ 982,668 | \$ 3,254,220 | \$ 1,990,876 | \$ 5,245,096 | |
| 63 | | | | | | | | | | | | | | | | | |
| 64 | OTHER EXPENSES (Not Eligible for Indirect Cost %) | | | | | | | | | | | | | | | | |
| 65 | NTE Withheld Pending Amendment | \$ - | \$ - | \$ - | \$ (325,475) | \$ 325,475 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (325,475) | \$ 325,475 | \$ - | | |
| 66 | Adjustment to Actuals | \$ - | \$ (10,776) | \$ (85,419) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (96,195) | \$ - | \$ (96,195) | | |
| 80 | Subcontractors: | | | | | | | | | | | | | | | | |
| 81 | Instaworks | \$ - | \$ 22,997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 22,997 | \$ - | \$ 22,997 | | |
| 91 | TOTAL OTHER EXPENSES | \$ - | \$ 12,221 | \$ (85,419) | \$ (325,475) | \$ 325,475 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (398,673) | \$ 325,475 | \$ (73,198) | | |
| 94 | | | | | | | | | | | | | | | | | |

| A | B | C | D | E | F |
|--|-----------------|--------------------|--|---|---|
| 1 DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | |
| 2 APPENDIX B, BUDGET | | | | | |
| 3 BUDGET NARRATIVE | | | | Fiscal Year | |
| 4 General Fund - Drop-In Center | | | FY25-26 | | |
| 5 Salaries & Benefits | | | | | |
| 6 Program Manager | Adjusted FTE | Budgeted Salary | Justification | Calculation | |
| 7 | 1.00 | \$ 85,853 | Salary of Program Manager who manages the overall site and program. Supervises all Peers and evening kitchen staff, develops procedures & protocols, assures compliance with One System and CARBON reporting and other contract requirements | \$44.02/hr. x 1950 hrs./yr. x 1 FTE = \$85,853.00 | |
| 8 Office Manager/Receptionist | 1.00 | \$ 58,194 | Salary of Office Manager/Receptionist oversees the office and admin responsibility. Handles phone calls, emails, and filing intake documentation. Assist with purchasing items and supplies for the program. Manages program expenditures and recordkeeping for the program. | \$29.84/hr. x 1950 hrs./yr. x1 FTE = \$58,194.00 | |
| 9 Peer Advisor | 7.00 | \$ 399,028 | Salary of Peer Advisor who services facilities, coordinates wellness, showers, safety, checks clients in, interacts with security and front line employees | | |
| 10 Lead Peer Advisor | 3.00 | \$ 176,472 | Salary of Peer Advisor who provide guidance to other peer advisor and services facilities, coordinates wellness, showers, safety, checks clients in, interacts with security and front line employees | \$28.23/hr. x 1950 hrs./yr. x 7 FTE = \$399,028.00 | |
| 11 Janitor | 2.00 | \$ 109,182 | Salary of Janitors who cleans and sanitizes facility | \$30.16/hr. x 1950 hrs./yr. x 3 FTE = \$176,472.00 | |
| 12 Head Cook | 1.00 | \$ 71,240 | Salary of Head cook who plans the meals, prepares daily meals at Drop-in Center and Bayview neighborhood | \$27.00/hr. x 1950 hrs./yr. x 2 FTE = \$71,240.00 | |
| 13 Cook | 1.00 | \$ 60,336 | Salary of Cook who prepares daily meals at Drop-in Center, and Bayview neighborhood, | = \$60,336.00 | |
| 14 Kitchen Aide | 2.00 | \$ 105,040 | Salary of Kitchen Aide who assists cooks, packages meals, distributes meals to clients | \$105,040.00 | |
| 15 Dishwasher | 2.00 | \$ 113,320 | Salary of Dishwasher who washes dishes, pans, utensils, and cleans kitchen. Assist with Kitchen Aide duties when needed | \$29.05/hr. x 1950 hrs./yr. x 2. FTE = \$113,320.00 | |
| 16 Maintenance Supervisor | 0.25 | \$ 22,053 | Salary of Maintenance Supervisor who makes small exterior and interior facility | FTE = \$22,053 | |
| 49 TOTAL | | \$ 1,200,718 | | | |
| 50 Employee Fringe Benefits | 33% | \$ 396,237 | Includes FICA, SSUI, Workers Compensation and Medical calculated at 33% of total salaries. | | |
| 51 TOTAL SALARIES & BENEFITS | | \$ 1,596,955 | | | |
| 52 | | | | | |
| 53 OPERATING EXPENSES | | | Budgeted | | |
| 54 Rental of Property | | | Expense | Justification | Calculation |
| 55 Utilities (Electricity, Water, Gas, Phone, Scavenger) | | | \$ 187,884 | Cost to rent facility calculated based on the current actual rent | \$ 15,637.00/mo. x 12 mos. = \$187,884.00 |
| 56 Office Supplies, Postage | | | \$ 127,925 | Cost of water/sewer, gas, electricity, trash removal and other utilities calculated based on the actual cost of the last 3 months | \$10,660.00/mo. x 12 mos. = \$127,925.00 |
| 57 Building Maintenance Supplies and Repair | | | \$ 2,647 | Cost of general office supplies such as binders/Binding supplies, desk accessories, copy paper, print and printable media, furniture back supports, shelving, chair mats and floor mats, seating accessories, desks and workstations, technological backup systems, copiers, printers, breakroom supplies calculated based on the actual cost of the last 3 months | \$221.00/mo. x 12 mos. = \$2,647.00 |
| 58 | | | \$ 165,540 | | |
| 59 Insurance | | | | Cost of building repairs, including overhaul of the building's fire equipment to bring it up to code, building plumbing upgrades, installation of electrical outlets, door replacements, security upgrades, and replacement of worn flooring throughout the building. Additionally, replacements for the walk-in refrigerator and freezer will be addressed. Fallon plans to replace the chairs on the second floor (an additional 20 chairs in July 2025). These repairs are being prioritized based on the available funding for this year, with the building maintenance and repair costs expected to exceed the budgeted \$140,000 for FY25-26. The year budget will be allocated toward capital repairs, with plans to continue the renovation project in FY26-27, addressing tasks that cannot be completed in the current fiscal year due to budget constraints. | \$13,795.00/mo. x 12 mos. = \$140,000.00 |
| 60 Staff Training | | | \$ 37,823 | Cost of general liability and property insurance | \$3,152.00 .00/mo. x 12 mos. = \$37,823.00 |
| 61 Staff Travel - (Local & Out-of-Town) | | | \$ 200 | Cost of additional to City required training, clinical training, behavioral, staff professional training, substance use training, safety, etc. | \$17.00/mo. x 12 mos. = \$200.00 |
| 62 Rental of Equipment | | | \$ 2,000 | Cost of local staff transportation to clients, and meetings. | \$167.00/mo. x 12 mos. = \$2,000.00 |
| 63 Gift Cards | | | \$ 3,646 | Cost of renting cleaning machinery, deep cleaning tools, water coolers, copiers, and other equipment calculated based on the actual cost of the last 3 months | \$304.00/mo. x 12 mos. = \$3,646.00 |
| 64 Cleaning/Janitorial Supplies | | | \$ 2,000 | Gift cards of nominal value will be distributed to clients, with each client receiving no more than \$50.00 per fiscal year. These gift cards will be issued to clients during engagement events and to encourage client participation in medical testing along with small rewards during client-related events or activities. Incentives and prizes will typically be provided in increments of \$5. | \$167.00/mo. x 12 mos. = \$2,000.00 |
| 65 Kitchen Groceries & Supplies | | | \$ 26,935 | Cost of cleaners, protectants, fiberglass/polishes, waxes, hoses, cleaning tools, paper towels, rubber gloves, supplies including mops, sponges, cleaning tools, mops, laundry detergent, spray bottles, garbage bags, paper towels, antibacterial cleaner, microfiber cloths, sponges, scrub brush, toilet brushes, bulbs, etc. calculated based on the actual cost of the last 3 months. | \$2245.00/mo. x 12 mos. = \$26,935.00 |
| 66 Client Related (hygiene, incentives, etc.) | | | \$ 400,000 | Cost of groceries and kitchen supplies to prepare meals for BV Drop-in center | \$3,333.33/mo. x 12 mos. = \$425,540 |
| 67 Communications / Cell Phone | | | \$ 5,000 | Client support for hygiene kits, incentives, etc. | \$416.67/mo. x 12 mos. = \$5,000.00 |
| 68 Software Licenses (Box, Salesforce, Agile, Okta) | | | \$ 3,068 | Cost of phones, internet and hotspots to maintain effective communication | \$255.00/mo. X 12 mos. = \$3,068.00 |
| 69 | | | \$ 18,000 | To support tracking program expenses, reports, and additional data metrics. The program is utilizing Salesforce to track service deliverables | \$1500/mo. X 12 mos. = \$18,000 |
| 102 TOTAL OPERATING EXPENSES | | \$ 982,668 | | | |
| 103 Indirect Cost | 15.0% | \$ 386,941 | | | |
| 104 | | | | | |
| 105 | | | | | |
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Appendix C, Method of Payment

I. Reimbursement for 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, paid by the Grantee, 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 the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal:

Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.

- A. Grantee shall submit all invoices and any related documentation required in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

| 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 |

E. 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.sflhsa.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.

F. 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 more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, Indirect and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. 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 Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Grantees.

H. 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) and summarized in Excel;
 - 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));
 - 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;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
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. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

| General Fund | |
|---------------------------------|--|
| Type | Instructions and Examples of Documentation |
| Salaries & Benefits | <p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, 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 single expense within the Operating budget category that exceeds \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, 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 detailed summary report in Excel format, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds per the established program policy.</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 shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p> |
| Revenue | 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. |

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

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 to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month of the total ongoing fiscal year General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than one month of the ongoing fiscal year budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

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 to ensure cash flow and repayment. HSH will track advance recoupment on a monthly basis using internal tools in order to avoid any overpayment and prevent further loss of City funds.
2. All advance repayments must be recovered within the fiscal year for which they were made but no later than April invoices submitted in May.
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 wire transfer or by 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 monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding 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 | Adult Urgent Accommodation Vouchers | November 15, 2025 – November 14, 2026 (in process) | \$4,074,000 |
| Department of Homelessness and Supportive Housing | Support Services at 1633 Valencia | October 1, 2025 – June 30, 2028 | \$3,468,503 |
| Department of Homelessness and Supportive Housing | Flexible Housing Subsidy Pool | February 15, 2021 – June 30, 2026 | \$9,069,648 |
| Department of Homelessness and Supportive Housing | Hope House for Veterans HUD | March 1, 2024 – October 31, 2027 | \$4,602,374 |
| Department of Homelessness and Supportive Housing | Hope House HUD | March 1, 2024 – June 30, 2027 | \$8,693,040 |
| Department of Homelessness and Supportive Housing | The Knox | July 1, 2025 – June 30, 2028 | \$1,139,868 |
| Department of Children Youth and their Families | Young Adult Court | July 1, 2025 – June 30, 2026 | \$1,400,000 |
| Department of Public Health | Deaf Community Counseling Services | July 1, 2018 – December 31, 2027 | \$5,211,751 |
| Department of Public Health | Forensic/Justice – Multiple Programs | July 1, 2025 – June 30, 2026 | \$1,743,561 |
| Department of Public Health | Adult and Senior Services – Multiple Programs | July 1, 2018 – June 30, 2027 | \$77,605,232 |
| Department of Public Health | Transitional Age Youth and Early Psychosis | July 1, 2024 – June 30, 2027 | \$9,743,425 |
| Department of Public Health | Suicide Prevention | January 1, 2025 – June 30, 2029 | \$9,653,057 |
| Department of Public Health | National Alliance on Mental Illness SF | July 1, 2021 – December 31, 2026 | \$2,334,016 |
| Department of Public Health | Socially Isolated | January 1, 2025 – June 30, 2029 | \$2,998,782 |
| Department of Public Health | Post Overdose Engagement | June 1, 2024 – June 30, 2029 | \$5,234,564 |
| Department of Public Health | Behavioral Health Intensive Case Management for Older Adults | December 1, 2023 – June 30, 2028 | \$6,159,581 |
| Department of Public Health | Services for Supportive Housing | July 1, 2024 – June 30, 2028 | \$9,668,090 |
| San Francisco Unified School District | Early Care and Education | July 1, 2025 – June 30, 2026 | \$50,000 |

| | | | |
|--|---------------------------------|---------------------------------|-------------|
| Department of Early Childhood – First 5 SF | Young Family Resource Center | July 1, 2025 – June 30, 2026 | \$480,736 |
| Department of Early Childhood - Office of Early Care and Education | Early Care and Education | July 1, 2025 – June 30, 2026 | \$3,500,000 |



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Felton Institute: Bayview Drop-in Center Grant Agreement 3rd Amendment

Budget and Finance Committee | December 3rd, 2025



Proposed Amendment Details

- **Resolution:** Approve the **third amendment** to the grant agreement between HSH and **Felton Institute** for **Bayview Drop-in Center**.
- **Term:**
 - Current Term: October 1, 2022– June 30, 2026
 - Amended Term: **October 1, 2022– June 30, 2028**
- **Amount:** Increases not-to-exceed amount by **\$7,134,976** for a total not-to-exceed amount of **\$16,854,149**.

Grant Agreement Overview

At the **Bayview Drop-In Center**, Felton Institute provides 24/7 essential services to persons experiencing homelessness.

- **95% of clients** reported services were satisfactory or better in an FY 24-25 survey.

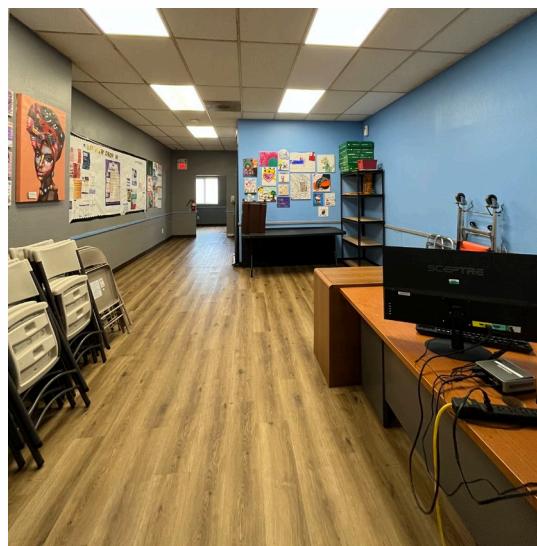
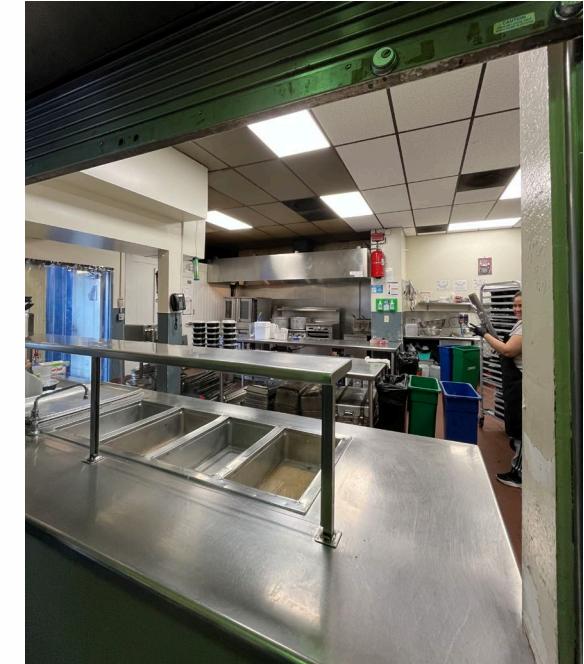
Services provided at Bayview Drop-In Center:

- Drop-in chairs
- Showers, laundry, lockers
- Mail services
- Breakfast and dinner meal service
- Community events



Program Context

- Bayview Drop-In Center (aka Mother Brown's Kitchen) has been a long-standing community resource **serving the Bayview neighborhood for over 40 years.**
- In addition to other drop-in services, Felton served **114,497 meals** in FY 24-25.
- Among other community events, the site hosts **DPH Health workers** on a monthly basis to provide wound care, education, supplies, etc., to clients.





DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

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

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
FELTON INSTITUTE**

THIS GRANT AGREEMENT (“Agreement”) is made as of **October 1, 2022**, in the City and County of San Francisco, State of California, by and between **FELTON INSTITUTE** (“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: Resource Center; and

WHEREAS, Grantee was selected pursuant to Ordinance No. 61-19, which 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

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

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 **October 1, 2022** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

(b) The City has options to renew the Agreement. The City may extend this Agreement

beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

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.

(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).

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 **Four Million Two Hundred One Thousand Seven Hundred Twenty Dollars (\$4,201,720)**.

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Thousand Two Hundred Eighty Seven Dollars (\$700,287)** 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, Interests 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.

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 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.

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

If to Grantee:
Felton Institute
1005 Atlantic Avenue
Alameda, CA 94501
Attn: Marvin Davis
mdavis@felton.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 Additional Provisions for Shelter and Resource Center Grants – Standard of Care.

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

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;

- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" x 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;
- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;

- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;
- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall;
- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied

shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;

- (25) Require all shelter staff to wear a badge that identifies the staff person by name and position;
- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and
- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:
 - A. Hand washing requirements and other communicable disease prevention;
 - B. Proper food handling and storage;
 - C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
 - D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
 - E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;

- F. On-the-job burn-out prevention;
- G. Requirements under the ADA;
- H. Policies and procedures explained in shelter training manuals; and
- I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

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

16.23 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

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%20For ce/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.

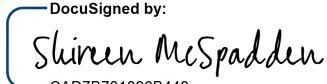
17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix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

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

By: 
Shireen McSpadden
Executive Director

Approved as to Form:
David Chiu
City Attorney

By: 
Virginia Dario Elizondo
Deputy City Attorney

GRANTEE

FELTON INSTITUTE

By: 
Marvin Davis
Chief Financial and Operations Officer
City Supplier Number: 20256

**Appendix A, Services to be Provided
by
Felton Institute
United Council of Human Services (UCHS) - Bayview Drop-In Resource Center**

I. Purpose of Grant

The purpose of this grant is to provide Drop-in Center operations, on behalf of United Council of Human Services (UCHS)'s Bayview Drop-In Resource Center program. The goals of these program services are to provide the served population with access to meals, storage space, restrooms, showers, and laundry facilities, to support personal hygiene and maximize their ability to live and work in the community.

II. Served Population

Grantee shall serve individuals and families who are experiencing homelessness in the Bayview-Hunters Point neighborhood.

III. Description of Services

Grantee shall provide the following program services:

A. Drop-In Operations: Grantee provide the following operations services at the Drop-In Center:

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes and shall post cleaning and maintenance times for guests.
2. Storage: Grantee shall provide guests with access to locker area and up to 42 lockers as needed.
3. Restroom Facilities: Grantee shall provide all guests with access to bathroom and shower facilities seven days per week.
4. Laundry Facilities: Grantee shall provide guests with access to laundry facilities (i.e. washers and dryers).
5. Meals: Grantee shall provide breakfast between 7:00 am to 9:00 am and dinner 5:00 pm to 7:00 pm to at least 200 guests daily.
6. Drop-In Chairs: Grantee shall provide 48 drop-in chairs for guests from 7:00 pm to 7:00 am daily for those with or without shelter reservations; and medically requested respite for those with shelter reservations and provide shower access, laundry facilities, and mail/voicemail access.
7. Mail and Voicemail: Grantee shall provide guests with access to an address for mail and voice mail services.

IV. Location and Time of Services

Grantee shall provide Drop-In Operations and Shelter Reservation services seven days per week, from 7:00 pm to 9:00 am, at the UCHS Bayview Drop-In Center, located at 2111 Jennings Street, San Francisco, CA 94124.

V. Service Requirements

Grantee shall meet the following service requirements:

- A. Language Accessibly: Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English.
- B. Record Keeping:
 1. Grantee shall maintain appropriate documentation related to Fiscal Intermediary Services.
 2. Grantee shall maintain documentation of services and provide such documentation upon request.
- C. Dietary and Food Safety: Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.
- D. Facilities:
 1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required, and janitorial services shall occur regularly, per shift, and as required.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

E. City Communications and Policies

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

1. Compliance with all Shelter and Resource Center Standards of Care as required by Administrative Code, Sec. 20.404 Error! Bookmark not defined.;
2. Regular communication to HSH about the implementation of the program;
3. Attendance of HSH meetings and trainings, as requested;
4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
5. Adherence to the TB Infection Control Guidelines for Homeless;
6. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form.

F. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.

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

H. Data Standards:

1. Grantee shall ensure compliance with the 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 any errors.
2. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all 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. 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.

I. **Partner Provider MOU:** Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH.

J. **Feedback, Complaint and Follow-up Policies**
Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

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

K. **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.

VI. Service Objectives

Grantee shall achieve the following service objectives for Drop-In Services:

- A. Grantee shall provide at least 400 meals daily, seven days per week.
- B. Grantee shall provide 48 drop-in chairs.
- C. Grantee shall provide 42 guests with lockers.

VII. Outcome Objectives

Grantee shall achieve the following outcome objectives for Bayview Drop-In Services:

- A. Eighty percent of guests responding to satisfaction surveys will rate the quality of service as satisfactory or better.

VIII. Reporting Requirements

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

- A. Grantee shall provide a monthly report and will enter the monthly metrics in the CARBON database by the 15th day of the month following the month of service, including number of meals served.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the grant activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by HSH in a timely manner. Any information shared between the Grantee, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.

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

IX. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
 - 1. Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet,

cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

| | A | B | C | D |
|----|--|-------------------|-----------------|-------------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | |
| 2 | APPENDIX B, BUDGET | | | |
| 3 | Document Date 10/1/2022 | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) |
| 5 | Current Term | 10/1/2022 | 6/30/2024 | 2 |
| 6 | Amended Term | 10/1/2022 | 6/30/2024 | 2 |
| 7 | | | | |
| 8 | Approved Subcontractors | | | |
| 10 | Oliver Wilson | | | |
| 11 | | | | |

| | A | B | C | D | G | J | AK |
|----|---|--|----------------------|------------------|-----------------------|--------|-----------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | |
| 3 | Document Date | 10/1/2022 | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | |
| 5 | Current Term | 10/1/2022 | 6/30/2024 | 2 | | | |
| 6 | Amended Term | 10/1/2022 | 6/30/2024 | 2 | | | |
| 7 | Provider Name | Felton Institute | | | | | |
| 8 | Program | UCHS Bayview Drop-In Center | | | | | |
| 9 | F\$P Contract ID# | 1000026539 | | | | | |
| 10 | Action (select) | New Agreement | | | | | |
| 11 | Effective Date | 10/1/2022 | | | | | |
| 12 | Budget Name | UCHS Bayview Drop-In Center | | | | | |
| 13 | Current | New | | | | | |
| 14 | Term Budget | \$ 3,501,433 | \$ 3,501,433 | 20% | | | |
| 15 | Contingency | \$ 700,287 | \$ 700,287 | | | | |
| 16 | Not-To-Exceed | \$ 4,201,720 | \$ 4,201,720 | | Year 1 | Year 2 | All Years |
| 17 | | 10/1/2022 - 6/30/2023 | 7/1/2023 - 6/30/2024 | | 10/1/2022 - 6/30/2024 | | |
| 18 | | New | New | | New | | |
| 19 | Expenditures | | | | | | |
| 20 | Salaries & Benefits | \$ 926,369 | \$ 1,235,159 | | \$ 2,161,528 | | |
| 21 | Operating Expense | \$ 574,245 | \$ 765,660 | | \$ 1,339,905 | | |
| 22 | Subtotal | \$ 1,500,614 | \$ 2,000,819 | | \$ 3,501,433 | | |
| 25 | Other Expenses (Not subject to indirect %) | \$ - | \$ - | | \$ - | | |
| 26 | Capital Expenditure | \$ - | \$ - | | \$ - | | |
| 28 | Total Expenditures | \$ 1,500,614 | \$ 2,000,819 | | \$ 3,501,433 | | |
| 29 | | | | | | | |
| 30 | HSH Revenues (select) | | | | | | |
| 31 | General Fund - Ongoing | \$ 1,500,614 | \$ 2,000,819 | | \$ 3,501,433 | | |
| 32 | | \$ - | \$ - | | \$ - | | |
| 40 | Total HSH Revenues | \$ 1,500,614 | \$ 2,000,819 | | \$ 3,501,433 | | |
| 41 | Other Revenues (to offset Total Expenditures & Reduce HSH Revenues) | | | | | | |
| 42 | | \$ - | \$ - | | \$ - | | |
| 47 | Total Other Revenues | \$ - | \$ - | | \$ - | | |
| 48 | | | | | | | |
| 49 | Total HSH + Other Revenues | \$ 1,500,614.00 | \$ 2,000,819.00 | | \$ 3,501,433.00 | | |
| 50 | Rev-Exp (Budget Match Check) | \$ - | \$ - | | \$ - | | |
| 52 | Prepared by | Marvin Davis | | | | | |
| 53 | Phone | 415 474-7310 | | | | | |
| 54 | Email | mdavis@felton.org | | | | | |

| A | D | G | AH |
|---|-----------------------------|-------------------------|--------------------------|
| 1 DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | |
| 2 OPERATING DETAIL | | | |
| 3 Document Date | 10/1/2022 | | |
| 4 Provider Name | Felton Institute | | |
| 5 Program | UCHS Bayview Drop-In Center | | |
| 6 FSP Contract ID# | 1000026539 | | |
| 7 Budget Name | UCHS Bayview Drop-In Center | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| | Year 1 | Year 2 | All Years |
| | 10/1/2022 - 6/30/2023 | 7/1/2023 - 6/30/2024 | 10/1/2022 - 6/30/2024 |
| | New | New | New |
| | Budgeted Expense | Budgeted Expense | Budgeted Expense |
| 13 Rental of Property | \$ 100,935 | \$ 134,580 | \$ 235,515 |
| 14 Utilities(Elec, Water, Gas, Phone, Scavenger) | \$ 52,650 | \$ 70,200 | \$ 122,850 |
| 15 Office Supplies, Postage | \$ 10,350 | \$ 13,800 | \$ 24,150 |
| 16 Building Maintenance Supplies and Repair | \$ 39,218 | \$ 52,290 | \$ 91,508 |
| 17 Printing and Reproduction | \$ 2,250 | \$ 3,000 | \$ 5,250 |
| 18 Insurance | \$ 24,000 | \$ 32,000 | \$ 56,000 |
| 19 Staff Training | \$ 1,500 | \$ 2,000 | \$ 3,500 |
| 20 Staff Travel-(Local & Out of Town) | \$ - | \$ - | \$ - |
| 21 Rental of Equipment | \$ 16,200 | \$ 21,600 | \$ 37,800 |
| 22 Cleaning/Janitorial Supplies | \$ 22,500 | \$ 30,000 | \$ 52,500 |
| 23 Cable/Internet | \$ 4,500 | \$ 6,000 | \$ 10,500 |
| 24 Fire/Security Monitoring Contract | \$ 1,575 | \$ 2,100 | \$ 3,675 |
| 25 Equipment Repair | \$ 21,600 | \$ 28,800 | \$ 50,400 |
| 26 Kitchen Groceries & Supplies | \$ 187,500 | \$ 250,000 | \$ 437,500 |
| 27 Client Related (hygiene, incentives, etc) | \$ 37,500 | \$ 50,000 | \$ 87,500 |
| 28 Food Delivery Vehicle Cost | \$ 5,843 | \$ 7,790 | \$ 13,633 |
| 29 Furniture & Fixtures | \$ 6,075 | \$ 8,100 | \$ 14,175 |
| 30 Wireless Communication / Cell Phone | \$ 28,800 | \$ 38,400 | \$ 67,200 |
| 41 | | | \$ - |
| 42 Consultants | | | \$ - |
| 43 UCHS | \$ 7,500 | \$ 10,000 | \$ 17,500 |
| 44 | | | \$ - |
| 53 | | | \$ - |
| 54 Subcontractors (First \$25k Only) | | | \$ - |
| 55 Oliver Wilson | \$ 3,750 | \$ 5,000 | \$ 8,750 |
| 56 | | | \$ - |
| 57 | | | \$ - |
| 67 | | | |
| 68 TOTAL OPERATING EXPENSES | \$ 574,245 | \$ 765,660 | \$ 1,339,905 |
| 69 | | | |
| 70 Other Expenses (not subject to indirect cost %) | | | |
| 71 | | | \$ - |
| 84 TOTAL OTHER EXPENSES | \$ - | \$ - | \$ - |
| 85 | | | |
| 86 Capital Expenses | | | |
| 87 | | | \$ - |
| 94 | | | |
| 95 TOTAL CAPITAL EXPENSES | \$ - | \$ - | \$ - |
| 96 | | | |
| 97 HSH #3 | | | 7/26/2022 |

| Other Expenses (not subject to indirect cost %) | Amount | Justification | Calculation |
|---|-------------|---------------|-------------|
| | \$ - | | |
| TOTAL OTHER EXPENSES | \$ - | | |

| <u>Capital Expenses</u> | Amount | Justification | Calculation |
|-------------------------|--------|---------------|-------------|
| TOTAL CAPITAL EXPENSES | \$ - | | |

| Admin Cost (NUID Agreements Only) | Amount | Description | Calculation |
|-----------------------------------|--------|-------------|-------------|
| TOTAL ADMIN EXPENSES | \$ - | | |
| Allowable Admin Cost | \$ - | | |

| Note: Per HUD CoC requirements, Administrative budgets may only be spent on specific HUD-authorized Eligible Costs, which include: | | | | | | |
|--|---|----------|---|--|--|--|
| Category | Description | Examples | Notes | | | |
| 1) General Management, Oversight, and Coordination | (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration, including staff who: | | In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program each person whose primary responsibilities with regard to the program are program administration, subrecipients, or the program director. The salary, wages, and related costs of the person whose job includes any program administration responsibilities. The recipient may use only one of these methods for each fiscal year grant. | | | |
| | (A) Prepare and update program budgets and schedules; | | | | | |
| | (B) Develop systems for ensuring compliance with program requirements; | | | | | |
| | (C) Develop agreements with subrecipients and contractors to carry out program activities; | | | | | |
| | (D) Monitor program activities for progress and compliance with program requirements; | | | | | |
| | (E) Prepare reports and other documents directly related to the program for subrecipients; | | | | | |
| | (F) Coordinate the resolution of audit and monitoring findings; | | | | | |
| | (G) Evaluate program results against stated objectives; | | | | | |
| | (H) Perform other administrative tasks. The responsibilities with regard to the program include these administrative tasks: | | | | | |
| | (I) Travel costs incurred for monitoring of subrecipients; | | | | | |
| 2) Training on Continuum of Care Requirements | (II) Administrative Services performed under third-party contracts or agreements | | | | | |
| | (IV) Other costs for goods and services required for administration of the program | | | | | |
| Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings | | | | | | |
| 3) Environmental Review | | | | | | |
| Costs of carrying out the environmental review responsibilities under § 576.31. | | | | | | |

For more information on Eligible Administrative Costs, see Section 578.59 (page 87) of the CoC Program Interim Rule, 24 CFR 578.59, at https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf.

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 in the Permitted Subcontractors Appendix.

3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

| General Fund | |
|---------------------|---|
| Type | Instructions and Examples of Documentation |
| Salaries & Benefits | <p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice 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 | 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, |

| General Fund | |
|---------------------------------|--|
| Type | Instructions and Examples of Documentation |
| | and documentation for any Operating line items that exceed \$10,000. 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. |
| Capital and/or One-Time Funding | 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. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases. |
| Revenue | 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. |

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 | Date of Grant | Amount of Grant |
|---|----------------------|-----------------|
| Department of Public Health | 7/1/2022 - 6/30/2023 | 14,207,791 |
| Children Youth and Their Families | 7/1/2022 - 6/30/2023 | 1,409,141 |
| San Francisco Unified School District | 7/1/2022 - 6/30/2023 | 50,000 |
| Human Services Agency | 7/1/2022 - 6/30/2023 | 1,299,842 |
| Sheriff's Department | 7/1/2022 - 6/30/2023 | 75,902 |
| First 5 San Francisco | 7/1/2022 - 6/30/2023 | 471,884 |
| Office of Early Care & Education | 7/1/2022 - 6/30/2023 | 3,553,142 |
| Dept of Homelessness & Supportive Housing | 7/1/2022 - 6/30/2023 | 707,100 |

**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
FELTON INSTITUTE**

THIS AMENDMENT of the **October 1, 2022** Grant Agreement (the "Agreement") is dated as of **March 7, 2023** and is made in the City and County of San Francisco, State of California, by and between **FELTON INSTITUTE** ("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, 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 **October 1, 2022** between Grantee and City.

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

2.1 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 **Four Million Two Hundred One Thousand Seven Hundred Twenty Dollars (\$4,201,720)**.

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Thousand Two Hundred Eighty Seven Dollars (\$700,287)** 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 **Four Million Eight Hundred Seventy Thousand Three Hundred Sixty Four Dollars (\$4,870,364)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Eight Hundred Eleven Thousand Seven Hundred Twenty Seven Dollars (\$811,727)** 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.

2.2 ARTICLE 10 INSURANCE of the Agreement is hereby deleted and replaced in its entirety to read as follows:

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 and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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 County of San Francisco 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

2.3 Section 16.13 Working with Minors is hereby added to this Agreement.

16.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

2.4 **Section 16.24 Additional City Compliance Requirements** is hereby added to this Agreement.

16.24 Additional City Compliance Requirements. Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any **subgrantees** to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any **subgrantees** to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.5 **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 March 7, 2023)
Appendix B, Budget (dated March 7, 2023)
Appendix C, Method of Payment (dated March 7, 2023)
Appendix D, Interests in Other City Grants (dated March 7, 2023)

2.6 **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated March 7, 2023), for the period of March 7, 2023 to June 30, 2024.

2.7 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated March 7, 2023), for the period of October 1, 2022 to June 30, 2024.

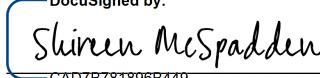
2.8 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated March 7, 2023).

2.9 **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 March 7, 2023).

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

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

By: 
Shireen McSpadden
Executive Director

GRANTEE

FELTON INSTITUTE

By: 
Marvin Davis
Chief Financial Officer
City Supplier Number: 20256

Approved as to Form:
David Chiu
City Attorney

By: 
Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Felton Institute
Bayview Drop-In Resource Center**

I. Purpose of Grant

The purpose of this grant is to provide Drop-In Resource Center to the served population. The goals of these program services are to provide the served population with access to meals, storage space, restrooms, showers, and laundry facilities, to support personal hygiene and maximize their ability to live and work in the community.

II. Served Population

Grantee shall serve individuals and families who are experiencing homelessness in the Bayview-Hunters Point neighborhood.

III. Description of Services

Grantee shall provide the following program services:

A. Drop-In Operations: Grantee shall provide the following operations services at the Drop-In Center:

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes and shall post cleaning and maintenance times for guests.
2. Storage: Grantee shall provide guests with access to locker area and up to 42 lockers as needed.
3. Restroom Facilities: Grantee shall provide all guests with access to bathroom and shower facilities seven days per week.
4. Laundry Facilities: Grantee shall provide guests with access to laundry facilities (i.e. washers and dryers).
5. Meals: Grantee shall provide breakfast between 7:00 am to 9:00 am and dinner 5:00 pm to 7:00 pm to at least 200 guests daily.
6. Drop-In Chairs: Grantee shall provide 48 drop-in chairs for guests from 7:00 pm to 7:00 am daily for those with or without shelter reservations; and medically requested respite for those with shelter reservations and provide shower access, laundry facilities, and mail/voicemail access.
7. Mail and Voicemail: Grantee shall provide guests with access to an address for mail and voice mail services.

IV. Location and Time of Services

Grantee shall provide Drop-In Operations and Shelter Reservation services seven days per week, from 7:00 pm to 9:00 am, at the Bayview Drop-In Center, located at 2111 Jennings Street, San Francisco, CA 94124.

V. Service Requirements

Grantee shall meet the following service requirements:

- A. Language Accessibly: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- B. Record Keeping:
 1. Grantee shall maintain appropriate documentation related to Fiscal Intermediary Services.
 2. Grantee shall maintain documentation of services and provide such documentation upon request.
- C. Dietary and Food Safety: Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.
- D. Facilities:
 1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required, and janitorial services shall occur regularly, per shift, and as required.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks);

laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

E. City Communications and Policies

Grantee shall keep the Department of Homelessness and Supportive Housing (HSH) informed and comply with applicable City policies to minimize harm and risk, including:

1. Compliance with all Shelter and Resource Center Standards of Care as required by [Administrative Code, Sec. 20.404](#);
2. Regular communication to HSH about the implementation of the program;
3. Attendance of HSH meetings and trainings, as requested;
4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
5. Adherence to the TB Infection Control Guidelines for Homeless;
6. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form.

F. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.

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

H. 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 any errors.
2. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
3. Grantee shall enter data into the Online Navigation and Entry (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. 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.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

I. Partner Provider MOU: Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH.

J. Feedback, Complaint and Follow-up Policies
 Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
2. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback, measure 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.

K. 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.

L. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

VI. Service Objectives

Grantee shall achieve the following service objectives for Drop-In Services:

- A. Grantee shall provide at least 400 meals daily, seven days per week.
- B. Grantee shall provide 48 drop-in chairs.
- C. Grantee shall provide 42 guests with lockers.

VII. Outcome Objectives

Grantee shall achieve the following outcome objectives for Bayview Drop-In Services:

- A. Eighty percent of guests responding to satisfaction surveys will rate the quality of service as satisfactory or better.

VIII. Reporting Requirements

Grantee shall input data into systems required by HSH, such ONE and CARBON.

- A. Grantee shall provide a monthly report and will enter the monthly metrics in the CARBON database by the 15th day of the month following the month of service, including number of meals served.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the grant activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between the Grantee, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.
- E. Grantee shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by the U.S. Department of Housing and Urban Development and California's Interagency Council on Homelessness, and to ensure

HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates

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

IX. Monitoring Activities

- A. **Program Monitoring**: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following: review of participant files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
 - 1. Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.
- B. **Fiscal Compliance and Contract Monitoring**: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

| | A | B | C | D |
|----|--|-------------------|-----------------|-------------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | |
| 2 | APPENDIX B, BUDGET | | | |
| 3 | Document Date 3/7/2023 | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) |
| 5 | Current Term | 10/1/2022 | 6/30/2024 | 2 |
| 6 | Amended Term | 10/1/2022 | 6/30/2024 | 2 |
| 7 | | | | |
| 8 | Approved Subcontractors | | | |
| 10 | Oliver Wilson | | | |
| 11 | | | | |

| | A | B | C | D | E | F | G | AF | AG | AH | |
|----|--|-------------------------------|-----------------------|-----------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|--|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | | |
| 2 | OPERATING DETAIL | | | | | | | | | | |
| 3 | Document Date | 3/7/2023 | | | | | | | | | |
| 4 | Provider Name | Felton Institute | | | | | | | | | |
| 5 | Program | Bayview Drop-In Center | | | | | | | | | |
| 6 | F\$P Contract ID# | 1000026539 | | | | | | | | | |
| 7 | Budget Name | General Fund - Drop-In Center | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| | | Year 1 | | | Year 2 | | | All Years | | | |
| | | 10/1/2022 - 6/30/2023 | 10/1/2022 - 6/30/2023 | 10/1/2022 - 6/30/2023 | 7/1/2023 - 6/30/2024 | 7/1/2023 - 6/30/2024 | 7/1/2023 - 6/30/2024 | 10/1/2022 - 6/30/2024 | 10/1/2022 - 6/30/2024 | 10/1/2022 - 6/30/2024 | |
| | | Current/Actuals | Amendment | New | Current/Actuals | Amendment | New | Current/Actuals | Modification | New | |
| | | Budgeted Expense | Change | Budgeted Expense | Budgeted Expense | Change | Budgeted Expense | Budgeted Expense | Change | Budgeted Expense | |
| 13 | Rental of Property | \$ 100,935 | \$ - | \$ 100,935 | \$ 134,580 | \$ - | \$ 134,580 | \$ 235,515 | \$ - | \$ 235,515 | |
| 14 | Utilities(Elec, Water, Gas, Phone, Scavenger) | \$ 52,650 | \$ 42,000 | \$ 94,650 | \$ 70,200 | \$ - | \$ 70,200 | \$ 122,850 | \$ 42,000 | \$ 164,850 | |
| 15 | Office Supplies, Postage | \$ 10,350 | \$ - | \$ 10,350 | \$ 13,800 | \$ - | \$ 13,800 | \$ 24,150 | \$ - | \$ 24,150 | |
| 16 | Building Maintenance Supplies and Repair | \$ 39,218 | \$ (19,218) | \$ 20,000 | \$ 52,290 | \$ - | \$ 52,290 | \$ 91,508 | \$ (19,218) | \$ 72,290 | |
| 17 | Printing and Reproduction | \$ 2,250 | \$ - | \$ 2,250 | \$ 3,000 | \$ - | \$ 3,000 | \$ 5,250 | \$ - | \$ 5,250 | |
| 18 | Insurance | \$ 24,000 | \$ (14,000) | \$ 10,000 | \$ 32,000 | \$ - | \$ 32,000 | \$ 56,000 | \$ (14,000) | \$ 42,000 | |
| 19 | Staff Training | \$ 1,500 | \$ (1,500) | \$ - | \$ 2,000 | \$ - | \$ 2,000 | \$ 3,500 | \$ (1,500) | \$ 2,000 | |
| 20 | Staff Travel-(Local & Out of Town) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 21 | Rental of Equipment | \$ 16,200 | \$ (13,200) | \$ 3,000 | \$ 21,600 | \$ - | \$ 21,600 | \$ 37,800 | \$ (13,200) | \$ 24,600 | |
| 22 | Cleaning/Janitorial Supplies | \$ 22,500 | \$ (12,500) | \$ 10,000 | \$ 30,000 | \$ - | \$ 30,000 | \$ 52,500 | \$ (12,500) | \$ 40,000 | |
| 23 | Cable/Internet | \$ 4,500 | \$ (3,500) | \$ 1,000 | \$ 6,000 | \$ - | \$ 6,000 | \$ 10,500 | \$ (3,500) | \$ 7,000 | |
| 24 | Fire/Security Monitoring Contract | \$ 1,575 | \$ (1,075) | \$ 500 | \$ 2,100 | \$ - | \$ 2,100 | \$ 3,675 | \$ (1,075) | \$ 2,600 | |
| 25 | Equipment Repair | \$ 21,600 | \$ - | \$ 21,600 | \$ 28,800 | \$ - | \$ 28,800 | \$ 50,400 | \$ - | \$ 50,400 | |
| 26 | Kitchen Groceries & Supplies | \$ 187,500 | \$ 52,500 | \$ 240,000 | \$ 250,000 | \$ - | \$ 250,000 | \$ 437,500 | \$ 52,500 | \$ 490,000 | |
| 27 | Client Related (hygiene, incentives, etc) | \$ 37,500 | \$ (15,500) | \$ 22,000 | \$ 50,000 | \$ - | \$ 50,000 | \$ 87,500 | \$ (15,500) | \$ 72,000 | |
| 28 | Food Delivery Vehicle Cost | \$ 5,843 | \$ (2,676) | \$ 3,167 | \$ 7,790 | \$ - | \$ 7,790 | \$ 13,633 | \$ (2,676) | \$ 10,957 | |
| 29 | Furniture & Fixtures | \$ 6,075 | \$ - | \$ 6,075 | \$ 8,100 | \$ - | \$ 8,100 | \$ 14,175 | \$ - | \$ 14,175 | |
| 30 | Wireless Communication / Cell Phone | \$ 28,800 | \$ (23,300) | \$ 5,500 | \$ 38,400 | \$ - | \$ 38,400 | \$ 67,200 | \$ (23,300) | \$ 43,900 | |
| 41 | | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 42 | Consultants | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 43 | UCHS (10/1/22 - 2/28/23) | \$ 7,500 | \$ (7,500) | \$ - | \$ 10,000 | \$ (10,000) | \$ - | \$ 17,500 | \$ (17,500) | \$ - | |
| 53 | | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 54 | Subcontractors (First \$25k Only) | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 55 | Oliver Wilson | \$ 3,750 | \$ (3,750) | \$ - | \$ 5,000 | \$ - | \$ 5,000 | \$ 8,750 | \$ (3,750) | \$ 5,000 | |
| 56 | | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 68 | TOTAL OPERATING EXPENSES | \$ 574,245 | \$ (23,218) | \$ 551,027 | \$ 765,660 | \$ (10,000) | \$ 755,660 | \$ 1,339,905 | \$ (33,218) | \$ 1,306,687 | |
| 69 | | | | | | | | | | | |
| 70 | Other Expenses (not subject to indirect cost %) | | | | | | | | | | |
| 83 | | | | | | | | | | | |
| 84 | TOTAL OTHER EXPENSES | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 85 | | | | | | | | | | | |
| 86 | Capital Expenses | | | | | | | | | | |
| 95 | TOTAL CAPITAL EXPENSES | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 96 | | | | | | | | | | | |
| 97 | HSH #3 | | | | | | | | | | |

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. Expenditures must be paid by the Grantee prior to invoicing HSH for those expenditures.

| 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.sfhsha.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 | |
|---------------------|---|
| 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 | |
|---------------------------------|--|
| 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. |
| Capital and/or One-Time Funding | 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. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases. |

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

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 (HSH) | Flexible Housing Subsidy Pool | February 15, 2021 - June 30, 2023 | \$3,086,749 |
| Department of Homelessness and Supportive Housing (HSH) | Fiscal Sponsorship | August 1, 2022 - June 30, 2024 | \$4,406,892 |
| Department of Homelessness and Supportive Housing (HSH) | Hope House for Veterans | October 1, 2022 - June 30, 2024 | \$2,095,525 |
| Department of Homelessness and Supportive Housing (HSH) | Hope House | October 1, 2022 - June 30, 2024 | \$4,348,048 |
| Department of Homelessness and Supportive Housing (HSH) | Hope House Support Services | October 1, 2022 - June 30, 2024 | \$1,766,587 |
| Department of Homelessness and Supportive Housing (HSH) | Pier 94 Shelter RV Site | October 1, 2022 - February 29, 2024 | \$8,975,575 |
| Department of Homelessness and Supportive Housing (HSH) | Safe Sleep @ Jennings | October 1, 2022 - June 30, 2024 | \$1,961,801 |
| Department of Public Health | Various | July 1, 2022-June 30,2023 | \$14,207,791 |
| Department of Children Youth and Their Families | Various | July 1, 2022-June 30,2023 | \$1,409,141 |
| San Francisco Unified School District | Hilltop High School | July 1, 2022-June 30,2023 | \$50,000 |
| Human Services Agency | Various | July 1, 2022-June 30,2023 | 1,299,842 |
| Sheriff's Department | Sheriff Eviction | July 1, 2022-June 30,2023 | \$75,902 |
| First 5 San Francisco | Various | July 1, 2022-June 30,2023 | \$471,884 |
| Office of Early Care & Education | Various | July 1, 2022-June 30,2023 | \$3,553,142 |

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

**SECOND AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
FELTON INSTITUTE**

THIS AMENDMENT of the **October 1, 2022** Grant Agreement (the "Agreement") is dated as of **July 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **FELTON INSTITUTE** ("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 San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to update the Agreement in order to extend the agreement term; and

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. 24-066 on June 6, 2024; and

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" shall mean the Agreement dated **October 1, 2022** between Grantee and City; and **First Amendment**, dated **March 7, 2023**.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum

Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

2.1 Section 3.2 Duration of Term of the Agreement currently reads as follows:

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **October 1, 2022** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- (b) The City has options to renew the Agreement. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

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

3.2 Duration of Term. The term of this Agreement shall commence on **October 1, 2022** 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 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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 **Four Million Eight Hundred Seventy Thousand Three Hundred Sixty Four Dollars (\$4,870,364)**.

Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Eight Hundred Eleven Thousand Seven Hundred Twenty Seven Dollars (\$811,727)** 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 replaced in its entirety to read as follows:

5.1 Maximum Amount of Grant Funds.

- (b) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Seven Hundred Nineteen Thousand One Hundred Seventy Three Dollars (\$9,719,173)**.
- (c) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Twenty Three Thousand Seven Hundred Seventy One Dollars (\$723,771)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the 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 5.2 Use of Grant Funds of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses 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.

2.5 Section 5.4 Reserved. (State or Federal Funds) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** Where the funding for this Agreement is provided in full or in part by a federal or state Grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

2.6 Section 6.7 Submitting False Claims of the Agreement is hereby deleted and replaced in its entirety with:

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. 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.

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

13.3 Subcontracting. If the 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 the Budget 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 in the 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.

2.8 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is 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: Felton Institute
1005 Atlantic Avenue
Alameda, CA 94501
Attn: Marvin Davis
mdavis@felton.org

Any notice of default must be sent by certified mail or other trackable written communication.

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.

2.9 Section 16.8 Requiring Minimum Compensation for Employees of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

2.10 Section 16.21 Compliance with Other Laws of the Agreement is hereby added to this Agreement:

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

2.11 Section 16.22 Additional Provisions for Shelter and Resource Center Grants – Standard of Care of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.22. Additional Provisions for Shelter and Resource Center Grants – Standard of Care. Grantee must comply with all the provisions of Administrative Code Sec. 20.404.

2.12 Section 16.23 Reserved. (Additional Requirements for Federally-Funded Awards) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub-awards under the award.

2.13 Section 16.24 Additional City Compliance Requirements of the Agreement is hereby deleted.

2.14 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, 2024)

Appendix B, Budget (dated July 1, 2024)

Appendix C, Method of Payment (dated July 1, 2024)
Appendix D, Interests in Other City Grants (dated July 1, 2024)

2.15 **Section 17.12 Dispute Resolution Procedure** of the Agreement is hereby deleted and replaced with the following:

17.12 Reserved.

2.16 **Section 17.14 Services During a City-Declared Emergency** of the Agreement is hereby deleted and replaced with the following:

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 Eligible Expenses. Any services provided beyond those listed in Eligible Expenses must be approved by the Department.

2.17 **Appendix A, Services to be Provided** (dated March 7, 2023), of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2024), for the period of July 1, 2024 to June 30, 2026.

2.18 **Appendix B, Budget** (dated March 7, 2023), of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2024), for the period of October 1, 2022 to June 30, 2026.

2.19 **Appendix C, Method of Payment** (dated March 7, 2023), of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2024).

2.20 **Appendix D, Interests in Other City Grants** (dated March 7, 2023), of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2024).

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.

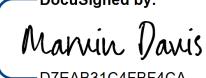
CITY

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

By: 
Shireen McSpadden
Executive Director

GRANTEE

FELTON INSTITUTE

By: 
Marvin Davis
Chief Financial Officer
City Supplier Number: 20256

Approved as to Form:
David Chiu
City Attorney

By: 
Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Felton Institute
Bayview Drop-In Resource Center**

I. Purpose of Grant

The purpose of this grant is to provide Drop-In Resource Center to the served population. The goals of these program services are to provide the served population with access to meals, storage space, restrooms, showers, and laundry facilities, to support personal hygiene and maximize their ability to live and work in the community.

II. Served Population

Grantee shall serve individuals and families who are experiencing homelessness in the Bayview-Hunters Point neighborhood.

III. Description of Services

Grantee shall provide the following program services:

A. Drop-In Operations: Grantee shall provide the following operations services at the Drop-In Center:

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes and shall post cleaning and maintenance times for guests.
2. Storage: Grantee shall provide guests with access to a locker area based on the number of lockers listed in the Appendix B, Budget “Number Served” tab.
3. Restroom Facilities: Grantee shall provide all guests with access to bathroom and shower facilities seven days per week.
4. Laundry Facilities: Grantee shall provide guests with access to laundry facilities (i.e., washers and dryers).
5. Meals: Grantee shall provide breakfast between 7:00 am to 9:00 am and dinner 5:00 pm to 7:00 pm to the minimum number of guests daily as listed in the Appendix B, Budget (“Number Served” tab).
6. Drop-In Chairs: Grantee shall provide drop-in chairs as listed in the Appendix B, Budget “Number Served” tab for guests from 3:30 pm to 7:30 am daily for those with or without shelter reservations; and medically requested respite for those with shelter reservations and provide shower access, laundry facilities, and mail/voicemail access.
7. Mail and Voicemail: Grantee shall provide guests with access to an address for mail and voice mail services.

IV. Location and Time of Services

Grantee shall provide Drop-In operations services 24 hours per day, seven days per week, at the Bayview Drop-In Center, located at 2111 Jennings Street, San Francisco, CA 94124.

V. Service Requirements

Grantee shall meet the following service requirements:

- A. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the Department of Homelessness and Supportive Housing (HSH) Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- B. Inclement Weather and Emergency Expansion: Grantee shall respond to HSH's request to expand hours of operation for drop-in chairs in order to provide respite to clients during inclement weather or other emergencies. Grantee shall be ready to provide expansion within 24-hour notice; although HSH will attempt to give more advance notice whenever possible. Grantee shall use their own staffing during these expansions; however, if there is not adequate staffing available at the time of expansion, HSH may augment coverage with City staff in order to respond to emergencies.
- C. Record Keeping:
 1. Grantee shall maintain documentation of services and provide such documentation upon request.
- D. Dietary and Food Safety: Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.
- E. Facilities:
 1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required, and janitorial services shall occur regularly, per shift, and as required.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g., fan blades, air registers, vents, filters); plumbing (e.g., drains of showers, toilets,

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

c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g., floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g., dryer vents); elevators (e.g., buttons, floors, walls); kitchens (e.g., floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

F. Good Neighbor Policy: Grantee shall maintain a good relationship with the neighborhood, including:

1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), Department of Public Works (DPW), Department of Public Health (DPH), Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
2. Grantee shall work with neighbors, HSH, SFPD, DPW, DPH, and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
3. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
4. Grantee shall provide a phone number to all interested neighbors that will be answered 24 hours a day by a representative, who will direct complaints and issues to a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
5. Grantee shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Grantee will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests. Walk-ins will only be allowed if this method is a part of the program's executed scope of work, during a weather activation, or other exception, as directed by HSH.
6. Grantee shall actively discourage and address excessive noise from program participants. Grantee will coordinate with other service providers and City agencies, as necessary to address this issue if just outside the program site.
7. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.
8. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.

9. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
10. Grantee will conduct at minimum three daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
11. Grantee shall immediately report to SF Homeless Outreach Team (SFHOT) or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
12. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
13. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
14. Grantee will report graffiti in the immediate area to 311.

G. Grievance Procedure: Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population, which shall include the following elements as well as others that may be appropriate to the services:

1. The name or title of the person or persons authorized to make a determination regarding the grievance;
2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
3. The amount of time required for each step, including when a guest can expect a response; and
4. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the participant to contact after the participant has exhausted Grantee's internal Grievance Procedure.

H. City Communications and Policies:

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

1. Compliance with all Shelter and Resource Center Standards of Care as required by [Administrative Code, Sec. 20.404](#);
2. Regular communication to HSH about the implementation of the program;
3. Attendance of HSH meetings and trainings, as requested;
4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
5. Attendance of the Shelter Monitoring Committee Meetings;
6. Adherence to the HSH Shelter Grievance Ordinance, HSH Regulations, and Policy¹, including the processes regarding monthly grievance report data and denials of service unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the City service or companion animals policy;
8. Adherence to the HSH Cold/Wet Weather Policy; and
9. Adherence to the TB Infection Control Guidelines for Homeless.

¹ <https://hsh.sfgov.org/wp-content/uploads/2021/10/Shelter-Grievance-Policy-Final-8-18-21-1.pdf>

- I. **Critical Incident:** Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 24 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
- J. **Health Screening and Certifications:** Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- K. **Disaster and Emergency Response Plan:** Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- L. **Data Standards:**
 1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process², 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 any errors.
 2. Records entered into the Online Navigation and Entry (ONE) system shall meet or exceed the ONE System CDQI Process standard.
 3. Grantee shall enter data into the ONE System but may be required to report certain measures or conduct interim reporting in Contracts Administration, Reporting, and Billing Online system (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. All Grantees, subgrantees, and their employees and agents shall comply with the confidentiality and data security requirements of all federal, state and local

² HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here:
<https://hsh.sfgov.org/get-information/one-system/>

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.

5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

M. **Partner Provider MOU:** Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH.

N. **Feedback, Complaint and Follow-up Policies:**
 Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
2. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback, measure 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.

O. **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.

P. **Housing First:** Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

VI. **Service Objectives**

Grantee shall achieve the following service objectives for Drop-In Services:

- A. Grantee shall provide breakfast and dinner meals, seven days a week.
- B. Grantee shall provide access to drop-in chairs daily from 3:30pm to 7:30am.
- C. Grantee shall provide access to lockers from 7:00am to 7:00pm daily.

- D. Grantee shall provide 24/7 access to showers and restroom facilities.
- E. Grantee shall provide 24/7 access to laundry services.
- F. Grantee shall provide access to voicemail, mail pick up and mail storage daily from 7:00am to 7:00pm daily.
- G. Grantee shall collect a minimum of 100 client satisfaction surveys each quarter.

VII. Outcome Objectives

Grantee shall achieve the following outcome objectives for Bayview Drop-In Services:

- A. Seventy-five percent of guests responding to satisfaction surveys will rate the quality of service as satisfactory or better.

VIII. Reporting Requirements

Grantee shall input data into systems required by HSH, such as ONE System and CARBON.

- A. Grantee shall provide a monthly report and will enter the monthly metrics in the CARBON database by the 15th day of the month following the month of service, including number of meals served.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the grant activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between the Grantee, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.
- E. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development's (HUD) latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of

program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

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

IX. Monitoring Activities

A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: participant files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.

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

| | A | B | C | D | |
|----|--|-------------------|-----------------|-------------------------|--|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | |
| 2 | APPENDIX B, BUDGET | | | | |
| 3 | Document Date | 7/1/2024 | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | |
| 5 | Current Term | 10/1/2022 | 6/30/2024 | 2 | |
| 6 | Amended Term | 10/1/2022 | 6/30/2026 | 4 | |
| 7 | | | | | |
| 8 | Approved Subcontractors | | | | |
| 10 | Instaworks | | | | |
| 11 | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P |
|----|--|------------|-----------|------------------|-----------------------|---|----------------------|---|----------------------|---|----------------------|---|---|---|---|---|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | | | | | | | |
| 3 | Document Date | 7/1/2024 | | | | | | | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | | | | | | | |
| 5 | Current Term | 10/1/2022 | 6/30/2024 | 2 | | | | | | | | | | | | |
| 6 | Amended Term | 10/1/2022 | 6/30/2026 | 4 | | | | | | | | | | | | |
| 7 | | | | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | | | | |
| 8 | Service Component | | | | 10/1/2022 - 6/30/2023 | | 7/1/2023 - 6/30/2024 | | 7/1/2024 - 6/30/2025 | | 7/1/2025 - 6/30/2026 | | | | | |
| 10 | Storage Lockers (maximum number of lockers) | | | | 42 | | 42 | | 42 | | 42 | | | | | |
| 11 | Meals (minimum number of guests served breakfast and dinner) | | | | 200 | | 200 | | 200 | | 200 | | | | | |
| 12 | Drop-in Chairs (number of chairs) | | | | 48 | | 48 | | 48 | | 48 | | | | | |

| | A | B | C | D | E | H | M | P | AI | AJ | AK |
|----|--|--|---------------------|---------------------|---------------------|---|---------------------|---------------------|----|----|----|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | | |
| 3 | Document Date | 7/1/2024 | | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | | |
| 5 | Current Term | 10/1/2022 | 6/30/2024 | 2 | | | | | | | |
| 6 | Amended Term | 10/1/2022 | 6/30/2026 | 4 | | | | | | | |
| 7 | Provider Name | Felton Institute | | | | | | | | | |
| 8 | Program | Bayview Drop-In Center | | | | | | | | | |
| 9 | F\$P Contract ID# | 10000026539 | | | | | | | | | |
| 10 | Action (select) | Amendment | | | | | | | | | |
| 11 | Effective Date | 7/1/2024 | | | | | | | | | |
| 12 | Budget Name | General Fund - Drop-In Center | | | | | | | | | |
| 13 | | Current | New | | | | | | | | |
| 14 | Term Budget | \$ 4,170,264 | \$ 8,995,402 | | | | | | | | |
| 15 | Contingency | \$ 700,100 | \$ 723,771 | | | | | | | | |
| 16 | Not-To-Exceed | \$ 4,870,364 | \$ 9,719,173 | | | | | | | | |
| 17 | | | | | | | | | | | |
| 18 | | | | | | | | | | | |
| 19 | Expenditures | | | | | | | | | | |
| 20 | Salaries & Benefits | \$ 1,096,812 | \$ 1,328,518 | \$ 1,388,226 | \$ 1,388,226 | \$ 2,425,330 | \$ 2,776,452 | \$ 5,201,781 | | | |
| 21 | Operating Expense | \$ 551,027 | \$ 749,371 | \$ 709,660 | \$ 709,660 | \$ 1,300,398 | \$ 1,419,320 | \$ 2,719,718 | | | |
| 22 | Subtotal | \$ 1,647,839 | \$ 2,077,889 | \$ 2,097,886 | \$ 2,097,886 | \$ 3,725,728 | \$ 4,195,772 | \$ 7,921,499 | | | |
| 23 | Indirect Percentage | 6.67% | 15.00% | 15.00% | 15.00% | | | | | | |
| 24 | Indirect Cost (Line 22 X Line 23) | \$ 109,856 | \$ 311,683 | \$ 314,683 | \$ 314,683 | \$ 421,539 | \$ 629,366 | \$ 1,050,905 | | | |
| 25 | Other Expenses (Not subject to indirect %) | \$ - | \$ 22,997 | \$ - | \$ - | \$ 22,997 | \$ - | \$ 22,997 | | | |
| 26 | Capital Expenditure | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| 28 | Total Expenditures | \$ 1,757,695 | \$ 2,412,569 | \$ 2,412,569 | \$ 2,412,569 | \$ 4,170,264 | \$ 4,825,137 | \$ 8,995,401 | | | |
| 29 | | | | | | | | | | | |
| 30 | HSH Revenues* (select) | | | | | | | | | | |
| 31 | General Fund - Ongoing | \$ 1,598,459 | \$ 2,412,569 | \$ 2,412,569 | \$ 2,412,569 | \$ 4,011,028 | \$ 4,825,138 | \$ 8,836,166 | | | |
| 34 | General Fund - One-Time | \$ 159,236 | | \$ - | \$ - | \$ 159,236 | \$ - | \$ 159,236 | | | |
| 40 | Total HSH Revenues | \$ 1,757,695 | \$ 2,412,569 | \$ 2,412,569 | \$ 2,412,569 | \$ 4,170,264 | \$ 4,825,138 | \$ 8,995,402 | | | |
| 48 | | | | | | | | | | | |
| 49 | Total HSH + Other Revenues | \$ 1,757,695 | \$ 2,412,569 | \$ 2,412,569 | \$ 2,412,569 | \$ 4,170,264 | \$ 4,825,138 | \$ 8,995,402 | | | |
| 50 | Rev-Exp (Budget Match Check) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| 52 | | | | | | | | | | | |
| 53 | Prepared by | Marvin Davis | | | | *NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document. | | | | | |
| 54 | Phone | 415 474-7310 | | | | | | | | | |
| 55 | Email | mdavis@felton.org | | | | | | | | | |
| 56 | | | | | | | | | | | |
| 57 | Template last modified | 7/26/2022 | | | | | | | | | |

| | A | B | E | J | M | AF | AG | AH |
|----|---|-------------------------------|------------|------------|------------|------------------------|--------------|--------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | |
| 2 | OPERATING DETAIL | | | | | | | |
| 3 | Document Date | 7/1/2024 | | | | | | |
| 4 | Provider Name | Felton Institute | | | | | | |
| 5 | Program | Bayview Drop-In Center | | | | | | |
| 6 | F\$P Contract ID# | 1000026539 | | | | | | |
| 7 | Budget Name | General Fund - Drop-In Center | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | Operating Expenses | | | | | | | |
| 13 | Rental of Property | \$ 100,935 | \$ 160,758 | \$ 168,000 | \$ 168,000 | \$ 261,693 | \$ 336,000 | \$ 597,693 |
| 14 | Utilities(Elec, Water, Gas, Phone, Scavenger) | \$ 94,650 | \$ 90,200 | \$ 90,200 | \$ 90,200 | \$ 184,850 | \$ 180,400 | \$ 365,250 |
| 15 | Office Supplies, Postage | \$ 10,350 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 12,850 | \$ 5,000 | \$ 17,850 |
| 16 | Building Maintenance Supplies and Repair | \$ 20,000 | \$ 60,290 | \$ 58,000 | \$ 58,000 | \$ 80,290 | \$ 116,000 | \$ 196,290 |
| 17 | Printing and Reproduction | \$ 2,250 | \$ 3,000 | \$ 1,200 | \$ 1,200 | \$ 5,250 | \$ 2,400 | \$ 7,650 |
| 18 | Insurance | \$ 10,000 | \$ 59,815 | \$ 59,815 | \$ 59,815 | \$ 69,815 | \$ 119,630 | \$ 189,445 |
| 19 | Staff Training | \$ - | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 4,000 | \$ 6,000 |
| 20 | Staff Travel-(Local & Out of Town) | \$ - | \$ 657 | \$ 745 | \$ 745 | \$ 657 | \$ 1,490 | \$ 2,147 |
| 21 | Rental of Equipment | \$ 3,000 | \$ 25,765 | \$ 25,765 | \$ 25,765 | \$ 28,765 | \$ 51,530 | \$ 80,295 |
| 22 | Cleaning/Janitorial Supplies | \$ 10,000 | \$ 26,935 | \$ 26,935 | \$ 26,935 | \$ 36,935 | \$ 53,870 | \$ 90,805 |
| 23 | Cable/Internet | \$ 1,000 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 3,400 | \$ 4,800 | \$ 8,200 |
| 24 | Fire/Security Monitoring Contract | \$ 500 | \$ 2,100 | \$ 2,100 | \$ 2,100 | \$ 2,600 | \$ 4,200 | \$ 6,800 |
| 25 | Equipment Repair | \$ 21,600 | \$ 12,000 | \$ 1,000 | \$ 1,000 | \$ 33,600 | \$ 2,000 | \$ 35,600 |
| 26 | Kitchen Groceries & Supplies | \$ 240,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 490,000 | \$ 500,000 | \$ 990,000 |
| 27 | Client Related (hygiene, incentives, etc) | \$ 22,000 | \$ 6,266 | \$ 7,000 | \$ 7,000 | \$ 28,266 | \$ 14,000 | \$ 42,266 |
| 28 | Food Delivery Vehicle Cost | \$ 3,167 | \$ 10,920 | \$ - | \$ - | \$ 14,087 | \$ - | \$ 14,087 |
| 29 | Furniture & Fixtures | \$ 6,075 | \$ - | \$ - | \$ - | \$ 6,075 | \$ - | \$ 6,075 |
| 30 | Communications / Cell Phone | \$ 5,500 | \$ 8,765 | \$ 12,000 | \$ 12,000 | \$ 14,265 | \$ 24,000 | \$ 38,265 |
| 41 | | | | | | \$ - | \$ - | \$ - |
| 42 | Consultants | | | | | \$ - | \$ - | \$ - |
| 43 | | \$ - | \$ - | | | \$ - | \$ - | \$ - |
| 54 | Subcontractors (First \$25k Only) | | | | | \$ - | \$ - | \$ - |
| 56 | Instaworks | | \$ 25,000 | \$ - | \$ - | \$ 25,000 | \$ - | \$ 25,000 |
| 67 | | | | | | | | |
| 68 | TOTAL OPERATING EXPENSES | \$ 551,027 | \$ 749,371 | \$ 709,660 | \$ 709,660 | \$ 1,300,398 | \$ 1,419,320 | \$ 2,719,718 |
| 69 | | | | | | | | |
| 70 | Other Expenses (not subject to indirect cost %) | | | | | | | |
| 71 | Instaworks | | \$ 22,997 | \$ - | \$ - | \$ 22,997 | \$ - | \$ 22,997 |
| 83 | | | | | | | | |
| 84 | TOTAL OTHER EXPENSES | \$ - | \$ 22,997 | \$ - | \$ - | \$ 22,997 | \$ - | \$ 22,997 |
| 85 | | | | | | | | |
| 96 | | | | | | | | |
| 97 | HSH #3 | | | | | Template last modified | 7/26/2022 | |

| BUDGET NARRATIVE | | Fiscal Year | |
|--------------------------------------|--------------|---------------------|---|
| General Fund - Drop-In Cen | | FY24-25 | |
| Adjusted | | | |
| Salaries & Benefits | Budgeted | Budgeted | |
| | FTE | Salary | Justification |
| Program Manager | 1.00 | \$ 90,000 | Salary of Program Manager who manages the overall site and program. Supervises all Peers and evening kitchen staff, develops procedures & protocols, assures compliance with One System and CARBON reporting and other contract requirements |
| Admin Manager | 1.00 | \$ 82,000 | Salary of Admin Manager supervises and manages all administrative duties for the program, including reception desk, sign in sheets, meal counts, DOS and intake, assist with food shopping. Manages the morning kitchen staff and morning operations. |
| Peer Supervisor | 1.00 | \$ 60,000 | Salary of Peer Supervisor, supervises the Peer Advisors and services facilities, coordinates wellness, showers, safety, checks clients in, interacts with security and front line employees |
| Peer Advisor | 6.00 | \$ 307,125 | Salary of Peer Advisor who services facilities, coordinates wellness, showers, safety, checks clients in, interacts with security and front line employees |
| Janitor | 2.00 | \$ 102,376 | Salary of Janitors who cleans and sanitizes facility |
| Head Cook | 1.00 | \$ 64,350 | Salary of Head cook who plans the meals, prepares daily meals at Drop-in Center and Bayview neighborhood, manages kitchen staff |
| Cook | 1.50 | \$ 84,825 | Salary of Cook who prepares daily meals at Drop-in Center, and Bayview neighborhood, manages kitchen staff when Head Cook is not on shift |
| Kitchen Aide | 2.50 | \$ 127,970 | Salary of Kitchen Aide who assists cooks, packages meals, distributes meals to clients |
| Door Monitor | \$ - | | |
| Dishwasher | 2.50 | \$ 127,970 | Salary of Dishwasher who washes dishes, pans, utensils, and cleans kitchen. Assist with Kitchen Aide duties when needed. |
| Maintenance Supervisor | 0.25 | \$ 21,250 | Salary of Maintenance Supervisor who makes small exterior and interior facility repairs, changes lights, and perform other facility maintenance duties |
| TOTAL | 18.75 | \$ 1,067,866 | |
| Employee Fringe Benefits | | | Includes FICA, SSUI, Workers Compensation, 403B Match and Medical calculated at 30% of total salaries. |
| Salaries & Benefits Total | | \$ 1,388,226 | |

| Operating Expenses | | Budgeted | Justification | Calculation |
|---|-------------------|---|---------------|--|
| | Expense | | | |
| Rental of Property | \$ 168,000 | Cost to rent facility calculated based on the current actual rent | | \$14,000/mo. x 12 mos. = |
| Utilities(Elec, Water, Gas, Phone, Scavenger) | \$ 90,200 | Cost of water/sewer, gas, electricity, trash removal and other utilities calculated based on the actual cost of the last 3 months | | \$7,516.67/mo. x 12 mos. = \$90,200 |
| Office Supplies, Postage | \$ 2,500 | Cost of general office supplies such as binders/binding supplies, desk accessories, copy paper, print and printable media, furniture back supports, shelving, chair mats and floor mats, seating accessories, desks and workstations, technological backup systems, copiers, printers, breakroom supplies calculated based on the actual cost of the last 3 months | | \$208.33/mo. x 12 mos. = \$2,500 |
| Building Maintenance Supplies and Repair | \$ 58,000 | Cost of building repairs, minor renovations, lettering, work tools, cleaning tools, paint, solvents, resin, hoses, buckets, paint, forms, interior and exterior social distancing signs calculated based on the actual cost of the last 3 months | | \$4,833.33/mo. x 12 mos. = \$58,000 |
| Printing and Reproduction | \$ 1,200 | Cost of printing flyers, signs, business cards, etc. | | \$100/mo. x 12 mos. = \$1,200 |
| Insurance | \$ 59,815 | Cost of general liability and property insurance | | \$4,984.58/mo. x 12 mos. = \$59,815 |
| Staff Training | \$ 2,000 | Cost of additional to City required training, clinical training, behavioral, staff professional training, substance use training, safety, etc. | | \$166.67/mo. x 12 mos. = \$2,000 |
| Staff Travel-(Local & Out of Town) | \$ 745 | Cost of local staff transportation to clients, and meetings. | | \$62.08/mo. x 12 mos. = \$745 |
| Rental of Equipment | \$ 25,765 | Cost of renting cleaning machinery, deep cleaning tools, water coolers, copiers, and other equipment calculated based on the actual cost of the last 3 months | | \$2147/mo. x 12 mos. = \$25,765 |
| Cleaning/Janitorial Supplies | \$ 26,935 | Cost of cleaners, protectants, fiberglass polishes, waxes, hoses, cleaning tools, paint, solvents, resin, fiberglass, supplies including disinfectants, cleaning tools, renovations, mops, laundry detergent, spray bottles, garbage bags, paper towels, antibacterial cleaner, microfiber cloths, squeegees, scrub brush, toilet brushes, bulbs, etc. calculated based on the actual cost of the last 3 months | | \$2,244.58/mo. x 12 mos. = \$26,935 |
| Cable/Internet | \$ 2,400 | Cost of Wi-Fi, internet connections for computers, cable for TVs /entertainment accessories | | \$200/mo. x 12 mos. = \$2,400 |
| Fire/Security Monitoring Contract | \$ 2,100 | Cost of fire monitoring system | | \$175/mo. x 12 mos. = \$2,100 |
| Equipment Repair | \$ 1,000 | Cost of kitchen equipment repair and maintenance | | \$1,000/mo. x 12 mos. = \$12,000 |
| Kitchen Groceries & Supplies | \$ 250,000 | Cost of groceries and kitchen supplies to prepare meals for BV Drop-in center | | \$20,833.33/mo. x 12 mos. = \$250,000 |
| Client Related (hygiene, incentives, etc) | \$ 7,000 | Client support for hygiene kits, incentives, etc. | | \$583.33/mo. x 12 mos. = \$7,000 |
| Communications / Cell Phone | \$ 12,000 | Cost of phones, internet and hotspots to maintain effective communication | | \$1,000/mo. X 12 mos. = \$12,000 |
| TOTAL OPERATING EXPENSES | \$ 709,660 | | | |
| Indirect Cost | 15.0% | \$ 314,683 | | |

Appendix C, Method of Payment

- I. Reimbursement for 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, paid by the Grantee, 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 the Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.
 - A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
 - B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
 - C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
 - D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

| 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 |

E. 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.sfhsha.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.

F. 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 more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. 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 Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Grantees.

H. 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) and summarized in excel;
 - 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));
 - 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;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
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. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

| General Fund | |
|---------------------------------|---|
| Type | Instructions and Examples of Documentation |
| Salaries & Benefits | <p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in excel format that itemizes all payroll costs included in the invoice, 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 single expense within the Operating budget category that exceed \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p> |
| Capital and/or One-Time Funding | <p>Grantee shall maintain and provide 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 shall include, but is not limited to, a detailed summary report in excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p> |

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

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 to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month 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 one month of the ongoing annualized budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

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 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 monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding 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 (HSH) | Hope House for Veterans HUD | March 1, 2024-October 31, 2027 | \$4,602,374 |
| Department of Homelessness and Supportive Housing (HSH) | Hope House HUD | March 1, 2024-June 30, 2027 | \$8,693,040 |
| Department of Homelessness and Supportive Housing (HSH) | Flexible Housing Subsidy Pool | February 15 ,2021-June 30, 2026 | \$9,069,648 |
| Department of Public Health | Contract#1000010193 Various | July 1, 2017-June 30,2024 | \$854,706 |
| Department of Public Health | Contract#1000010831 Various | July 1, 2018-June 30,2027 | \$5,211,751 |
| Department of Public Health | Contract#100007692 Various | July 1, 2017-Dec 31,2023 | \$9,960,904 |
| Department of Public Health | Contract#100009936 Various | July 1, 2018-June 30,2027 | \$77,605,232 |
| Department of Public Health | Contract#100013660 Various | Sep 30, 2018-June 30,2024 | \$3,828,596 |
| Department of Public Health | Contract#100015738 Various | July 1, 2019-June 30,2024 | \$9,360,727 |
| Department of Public Health | Contract#10002419 Various | July 1, 2021-June 30,2024 | \$1,691,354 |
| Department of Public Health | Contract#100027339 Various | Feb 16, 2023-March 01,2026 | \$1,952,788 |
| Human Services Agency | Community Services | July 1, 2023-June 30,2027 | \$1,197,480 |
| Human Services Agency | Ombudsman | July 1, 2021-June 30,2025 | \$3,200,461 |
| Human Services Agency | Case management | July 1, 2023-June 30,2027 | \$549,964 |
| Human Services Agency | Senior Companion | July 1, 2023-June 30,2027 | \$396,852 |
| Human Services Agency | Employment Navigation and Benefits Support | Jan 1, 2023-June 30,2024 | \$378,251 |
| Human Services Agency | Information Referral & Assistance | Nov 11, 2022-June 30,2025 | \$1,250,000 |
| Department of Children Youth and Their Families | YAC | July 1, 2023-June 30,2024 | \$1,517,906 |
| San Francisco Unified School District | Hilltop High School | July 1, 2023-June 30,2024 | \$50,000 |
| Department of Early Childhood Office | Various | July 1, 2023-June 30,2024 | \$4,057,093 |

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
TDD/TTY No. 544-5227

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date: 12/1/25

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____ (Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Mahmood Replacing Supervisor: _____

For: 12/3/25 Budget & Finance Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting

A handwritten signature in black ink, appearing to read "Rafael Mandelman".

Rafael Mandelman, President
Board of Supervisors

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
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Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____ (Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Sauter _____ Replacing Supervisor: Dorsey _____

For: 12/3/25 _____ Budget & Finance _____ Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting

A handwritten signature in black ink, appearing to read "Rafael Mandelman".

Rafael Mandelman, President
Board of Supervisors



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 #: 251105

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 <i>(for amendment only)</i> |
| 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 |
| Dylan Schneider | 628.652.7742 |
| FULL DEPARTMENT NAME | DEPARTMENT CONTACT EMAIL |
| HOM | dylan.schneider@sfgov.org |

| 5. CONTRACTOR | |
|---|---|
| NAME OF CONTRACTOR Felton Institute | TELEPHONE NUMBER 415.474.7310 |
| STREET ADDRESS (including City, State and Zip Code) 1005 Atlantic Avenue, Alameda, CA 94501 | EMAIL |

| 6. CONTRACT | | |
|---|--------------------------------|--|
| DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) | ORIGINAL BID/RFP NUMBER | FILE NUMBER (If applicable) 251105 |
| DESCRIPTION OF AMOUNT OF CONTRACT \$16,854,149 | | |
| NATURE OF THE CONTRACT (Please describe) Resolution approving the third amendment to the grant agreement between Felton Institute and the Department of Homelessness and Supportive Housing ("HSH") for Drop-in Center operations, extending the grant term by 24 months from June 30, 2026, through June 30, 2028, and increasing the agreement amount by \$7,134,976 for a new total amount not to exceed \$16,854,149. | | |

| 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 |

Incomplete - Pending Signature

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 | Woods | George | Board of Directors |
| 2 | Steele | Tamara | Board of Directors |
| 3 | Neal | Kathy | Board of Directors |
| 4 | Bowser | Benjamin | Board of Directors |
| 5 | Costello | Daniel | Board of Directors |
| 6 | Dones | Alan | Board of Directors |
| 7 | Harris | Elihu | Board of Directors |
| 8 | Jelks | Alton | Board of Directors |
| 9 | Nalls | Clifford | Board of Directors |
| 10 | Vinson | Sarah | Board of Directors |
| 11 | Wafer | Deborah | Board of Directors |
| 12 | Gilbert | Al | CEO |
| 13 | Davis | Marvin | CFO |
| 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 | | | |

Incomplete - Pending Signature

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 | | | |
| <input type="checkbox"/> | 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.

| SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK | DATE SIGNED |
|--|-------------|
| BOS Clerk of the Board | |

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Grant Agreement Amendment - Felton Institute - Bayview Drop-In Resource Center - Not to Exceed \$16,854,149
DATE: November 4, 2025

Resolution approving the third amendment to the grant agreement between Felton Institute and the Department of Homelessness and Supportive Housing ("HSH") for Drop-in Center operations, extending the grant term by 24 months from June 30, 2026, through June 30, 2028, and increasing the agreement amount by \$7,134,976 for a new total amount not to exceed \$16,854,149; and authorizing HSH to enter into any amendments or other modifications to the Amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the Agreement.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org