

File No. 240265

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 22, 2024

Board of Supervisors Meeting Date _____

Cmte Board

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- Amendment No. 1 4/1/2023
- Planning General Plan Referral 3/7/2024
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Completed by: Brent Jalipa Date May 16, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Urban Alchemy - 33 Gough Cabin Program - Not to Exceed
2 \$11,575,467]

3 **Resolution approving the second amendment to the grant agreement between Urban**
4 **Alchemy and the Department of Homelessness and Supportive Housing (“HSH”) for**
5 **shelter operations and services at the 33 Gough Cabin Program; extending the grant**
6 **term by nine months from June 30, 2024, for a total term of December 1, 2021, through**
7 **March 31, 2025; increasing the agreement amount by \$2,146,990 for a total amount not**
8 **to exceed \$11,575,467; authorizing HSH to enter into any amendments or other**
9 **modifications to the agreement that do not materially increase the obligations or**
10 **liabilities or materially decrease the benefits to the City and are necessary or advisable**
11 **to effectuate the purposes of the agreement; affirming the Planning Department's**
12 **determination under the California Environmental Quality Act; and adopting the**
13 **Planning Department's findings that the program is consistent with the General Plan,**
14 **and the eight priority policies of Planning Code, Section 101.1.**

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

20 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the Board
21 of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed San
22 Francisco’s commitment to a continuum of shelter and service options for people experiencing
23 homelessness; and

24 WHEREAS, On March 3, 2020, the Board of Supervisors adopted Resolution No. 95-
25 20 approving and authorizing the Director of Property, on behalf of HSH, to enter into a three-

1 year lease (“Lease”) with 33 Gough, LLC for the real property of approximately 49,000 square
2 feet and adjacent parking areas located at 33 Gough Street (“Property”) to operate a low-
3 barrier shelter program, and a copy of the lease is on file with the Clerk of the Board of
4 Supervisors (“Clerk”) in File No. 200044; and

5 WHEREAS, In spring 2020, the City opened a Safe Sleep Village at the Property as
6 part of the initial response to the COVID-19 pandemic; and

7 WHEREAS, In spring 2022, HSH opened the City’s first non-congregate cabin program
8 (“Program”) that serves adults experiencing homelessness in 70 private, stand-alone shelter
9 units at the Property; and

10 WHEREAS, Urban Alchemy has extensive experience operating shelter programs; and

11 WHEREAS, HSH entered into a grant agreement (“Agreement”) in December 2021 for
12 the term of December 1, 2021, through March 31, 2023, in an amount not to exceed
13 \$5,022,514 with Urban Alchemy to provide shelter operations and services at the Program, a
14 copy of which is on file with the Clerk in File No. 240265; and

15 WHEREAS, On February 28, 2023, the Board of Supervisors adopted Resolution
16 No. 75-23 approving and authorizing the Director of Property, on behalf of HSH, to enter into a
17 two-year lease extension from March 14, 2023, to March 13, 2025, with an additional one-
18 year option to extend, a copy of which is on file with the Clerk of the Board of Supervisors
19 (“Clerk”) in File No. 230067; and

20 WHEREAS, In April 2023 HSH executed a first amendment to the Agreement that
21 extended the term for Urban Alchemy to continue providing these services by 15 months to
22 June 30, 2024, and increased the not to exceed amount by \$4,405,963 for a total amount not
23 to exceed \$9,428,477, a copy of which is on file with the Clerk in File No. 240265; and

24 WHEREAS, In fiscal year 2022-23 the Program served 178 clients from 155
25 households; and

1 WHEREAS, The proposed second amendment (“Amendment”) to the Agreement
2 would extend the Agreement for Urban Alchemy to continue to provide these services by nine
3 months to March 31, 2025, to align with the Lease, and would increase the not to exceed
4 amount by \$2,146,990 for a total amount not to exceed \$11,575,467; and

5 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
6 Receipts Tax for Homelessness Services) (“Prop C”), passed by San Francisco voters in
7 November 2018, to fund the Our City, Our Home (“OCOH”) Fund, in order to expand and
8 complement existing funding and strategic efforts to prevent and end homelessness for San
9 Franciscans, including shelter programming; and

10 WHEREAS, 85 percent of the Agreement is funded with Prop C dollars and the
11 remaining 15% is funded through the State of California’s Encampment Resolution Fund; and

12 WHEREAS, The Planning Department, by letter dated March 7, 2024 (“CEQA
13 Determination Letter”), determined that the Program is not subject to the California
14 Environmental Quality Act (“CEQA”) pursuant to California law set forth in Assembly Bill 101,
15 California Government Code, Sections 65660-65668, and a copy of the CEQA Determination
16 Letter is on file with the Clerk in File No. 240265; and

17 WHEREAS, The Planning Department, by letter dated March 7, 2024 (“Planning
18 Letter”), has determined that the Program is consistent, on balance, with the General Plan,
19 and the eight priority policies of Planning Code, Section 101.1 (“General Plan Findings”), and
20 a copy of the Planning Letter is on file with the Clerk in File No. 240265; and

21 WHEREAS, A copy of the Amendment is on file with the Clerk in File No. 240265,
22 substantially in final form, with all material terms and conditions included, and only remains to
23 be executed by the parties upon approval of this Resolution; and

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

1 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
2 of HSH (“Director”) or their designee to execute the Amendment to extend the current term of
3 December 1, 2021, through June 30, 2024, to December 1, 2021, through March 31, 2025,
4 and to increase the not to exceed amount by \$2,146,990 for a total amount not to exceed
5 \$11,575,467; and, be it

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

12 FURTHER RESOLVED, The Board of Supervisors affirms the Planning Department's
13 CEQA Determination and General Plan Findings, for the same reasons as set forth in the
14 CEQA Determination Letter and Planning Letter, and hereby incorporates such findings by
15 reference as though fully set forth in this Resolution; and, be it

16 FURTHER RESOLVED, That within 30 days of the Amendment being executed by all
17 parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
18 No. 240265; this requirement and obligation resides with HSH, and is for the purposes of
19 having a complete file only, and in no manner affects the validity of the approved agreement.

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Recommended:

/s/_____

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

<p>Item 9 File 24-0265</p>	<p>Department: Homelessness and Supportive Housing (HSH)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the second amendment to the grant agreement between HSH and Urban Alchemy for the Cabin Pilot Program located at 33 Gough Street. The proposed amendment would extend the term by nine months, from June 2024 to March 2025, and increase the not to exceed amount by \$2,146,990 from \$9,428,477 to \$11,575,467. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Urban Alchemy operates the Cabin Pilot Program (CPP) located at 33 Gough Street. The CPP is the City’s first non-congregate cabin program for adults experiencing homelessness in 70 private, stand-alone shelter units. The target population is adults who are harder to serve in traditional congregate shelter settings. • HSH first entered into a grant agreement with nonprofit Urban Alchemy in December 2021 to operate the CPP. The CPP opened in Spring 2022 and occupancy has since regularly been over 95%, according to HSH staff. • HSH issued a corrective findings letter to Urban Alchemy for FY 2022-23 that stated the program was out of compliance with the grant’s reporting and case management requirements. Urban Alchemy replaced a case manager supervisor and case managers and addressed the compliance issues by November 2023. • HSH is extending the term by only nine months because that aligns with the current end of the City’s property lease at 33 Gough Street. The lease for the site may be extended by one more year through March 2026, however continued operations beyond March 2025 are subject to the property owner’s redevelopment timelines and funding availability. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The budget for the proposed nine-month contract extension from June 2024 to March 2025 is \$2,530,417, of which approximately \$1.9 million will go to salaries and benefits. • The proposed contract extension will be funded by Proposition C funds. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

33 Gough Street

The property at 33 Gough Street consists of a 49,000 square foot building and two adjacent parking lots. The site currently houses the Cabin Pilot Program on the two parking lots, which consists of 70 individual cabins, clinic space, a computer lab, a dining hall, and mobile showers and toilets. The property is owned by City College, but 33 Gough, LLC has property control under a long-term lease agreement with City College. In March 2020, the Board of Supervisors approved a resolution authorizing HSH to enter a three-year lease with 33 Gough, LLC for the site to operate a low-barrier shelter program (File 20-0044). In March 2023, the Board of Supervisors approved an amendment to the lease, extending the term by two years through March 2025 with a one-year option to extend (File 23-0067).

Current Grant Agreement with Urban Alchemy

In December 2021, HSH executed a contract with nonprofit Urban Alchemy for a term of 16 months, from December 1, 2021 through March 31, 2023, for a not to exceed amount of \$5,022,514. In April 2023, HSH executed the first amendment to the contract, extending the term by 15 months, through June 30, 2024 for a total not to exceed amount of \$9,428,477. HSH utilized Administrative Code Chapter 21B, which allows selection of homeless providers without competitive solicitations, to execute a contract with Urban Alchemy as the service provider.

Before contracting with Urban Alchemy, the City intended to use the site at 33 Gough Street for a 200-bed low barrier shelter. However, in Spring 2020, following the Mayor’s Office instructions to focus on funding the COVID-19 emergency response, HSH halted the 200-bed shelter plan and made the space available to the COVID Command Center (CCC) for emergency response. The CCC repurposed the site to create a Safe Sleep site on the site’s two parking lots. The Safe Sleep site was intended as a temporary emergency intervention. HSH, HSA and DPH issued a joint RFQ for COVID-19 shelter services for emergency response purposes, and the CCC selected Urban Alchemy to operate the Safe Sleep site, which consisted of 44 tents on the parking lots. The CCC later turned the program over to HSH to administer. According to Dylan Schnieder, Manager of Legislative Affairs at HSH, HSH was interested in piloting a non-congregate shelter program to serve clients who are harder to serve in traditional congregate settings and identified private funding to pilot this model at 33 Gough. HSH developed a public private partnership for the cabin program, and it opened in Spring 2022.

Cabin Pilot Program (CPP)

The installation of the 70 cabin units cost \$2.3 million, or \$32,857 per cabin, and was privately funded by the two nonprofit organizations Tipping Point Community and DignityMoves. HSH paid DPW \$67,385 to conduct services related to the cabins including permitting, design code compliance, and monitoring of procurement processes. The CPP is the City’s first non-congregate cabin program and serves approximately 70 adults experiencing homelessness in 70 private, stand-alone shelter units in the parking lots. The first cabins opened in March 2022 and all 70 cabins were operational by May 2022.

Each of the parties involved in operating the CPP signed a Memorandum of Understanding (MOU) in September 2021 to delineate responsibilities of the CPP. According to Ms. Schneider, the MOU goes through March 2023, but HSH is working to update the MOU to extend through the end of the City’s lease of the property in March 2025 and through the one-year lease extension if exercised. The responsibilities of each party are detailed below:

- Urban Alchemy: Urban Alchemy is a nonprofit organization responsible for day-to-day operations of the CPP. Urban Alchemy provides services, 24/7 staffing, client orientation, and data collection and entry for the CPP.
- HomeFirst Services of Santa Clara County: HomeFirst is a nonprofit organization responsible for the ownership, maintenance, and repair of the cabins. HomeFirst leases the cabins to Urban Alchemy for \$1.00.
- Tipping Point Community: Tipping Point is a nonprofit organization responsible for funding and promoting the CPP. Tipping Point contributed \$1 million (of the \$2.3 million total) to purchase the cabins.
- DignityMoves: DignityMoves is a nonprofit organization responsible for providing project management for the CPP. DignityMoves provided the rest of the funding (\$1.3 million of the total \$2.3 million) to install the cabin units.
- HSH: HSH manages CPP placements and identifies clients through outreach, Coordinated Entry, hospital discharge, or other initiatives. HSH funds the operations and services of the CPP through its contract with Urban Alchemy.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the grant agreement between HSH and Urban Alchemy for the 33 Gough Cabin Program, extending the term by nine months, from June 2024 to March 31, 2025, and increasing the not to exceed amount by \$2,146,990 to \$11,575,467. The second amendment also affirms the Planning Department’s findings that the program is consistent with the city’s General Plan and exempt from CEQA review.

HSH is extending the term by only nine months because that aligns with the current end of the City’s property lease at 33 Gough Street through March 2025. The lease for the site may be

extended by one more year through March 2026, however continued operations beyond March 2025 are subject to the property owner's redevelopment timelines for the property and funding availability.

Services Provided

Under the contract, Urban Alchemy is responsible for managing and operating the cabin program at 33 Gough Street, San Francisco, CA 94103. The goal of the CPP is to provide a non-congregate shelter option to adults experiencing homelessness in San Francisco through 70 individual room cabin units. Urban Alchemy is responsible for the operations and maintenance of the site, including intake, program orientation, wellness checks, meals, and referrals. Urban Alchemy is responsible for staffing coverage 24 hours a day, seven days a week. Urban Alchemy also conducts data collection and entry and attends HSH trainings.

Program Performance

HSH's performance monitoring report shows that Urban Alchemy met or exceeded five out of seven of its service objectives in FY 2022-23. The two unmet objectives were related to satisfaction surveys Urban Alchemy was supposed to have the guests fill out. According to HSH staff, Urban Alchemy administered the satisfaction surveys after the FY 2022-23 monitoring period and 50% of the clients provided positive ratings for the services rendered, which is less than the 75% objective.

Exhibit 1 details the Cabin Pilot Program objectives.

Exhibit 1: Cabin Pilot Program Objectives (Goals and Actuals) for FY 2022-23

Program Objective	Goal	Actual	Achieved (Y/N)
Grantee provides intake and program orientation to 100% of all new guests in a new stay.	100%	100%	Y
Grantee conducts daily guest count and wellness checks for 100% of guests.	100%	100%	Y
A minimum of 50% of guests onsite during the quarterly satisfaction survey distribution period complete the survey instrument approved by HSH.	50%	unknown	N
90% of guests with referral needs are provided referrals related to benefits, employment, health, and related transportation support if needed.	90%	100%	Y
90% of guests are offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.	90%	100%	Y
Grantee routinely exceeds an 84% completion rate for all guest data required in ONE system, or other databases mandated by the City.	84%	100%	Y
A minimum of 75% of guests who complete the quarterly satisfaction survey rate the treatment by staff, connection to services and safety as good or excellent.	75%	50%	N

Source: HSH

The grant does not have a specific occupancy target given that the City controls referrals to the site, not Urban Alchemy. However, according to HSH staff, occupancy of the 70 cabins is regularly over 95% and as of March 2024, was 97%, with 68 of the 70 cabins occupied, serving a total of 71 adults. If occupancy drops below 90% in a given quarter, Urban Alchemy is required to inform HSH.

HSH conducts annual monitoring of Urban Alchemy's management of the 33 Gough Cabins project. In FY 2022-2023, HSH conducted a site visit as well as a review of program policies and procedures, staff development and training, outreach procedures and materials, staffing levels and job descriptions, and monthly and quarterly reports. HSH conducted a site visit on May 15, 2023 and subsequently issued a Corrective Program Monitoring Results Letter for FY 2022-23 to Urban Alchemy in September 2023 that stated the program was out of compliance with the grant's reporting and case management requirements. The letter required implementation of seven recommendations by November 2023. According to HSH staff, Urban Alchemy

implemented the recommendations by the deadline. To do so, Urban Alchemy replaced the previous case manager supervisor and case managers. Urban Alchemy hired new case managers, who addressed outstanding compliance issues. The program is currently in compliance with grant requirements, and the FY 2023-24 monitoring is scheduled for Spring 2024.

Financial Condition

HSH reviewed Urban Alchemy’s core financial health and governance indicators as part of the FY 2022-23 Citywide Nonprofit Monitoring and Capacity Building Program. The review resulted in eight findings that required corrective action and two recommendations. According to HSH staff, Urban Alchemy responded with a plan to conform with City standards for all eight findings.¹ The FY 2023-24 fiscal monitoring will take place in Spring 2024.

FISCAL IMPACT

The proposed resolution would extend the grant term by nine months, from June 2024 to March 31, 2025, and increase the not to exceed amount of the contract between HSH and Urban Alchemy by \$2,146,990 to \$11,575,467.

Exhibit 2 below summarizes the FY 2024-25 expenditures of the proposed contract spending and the agreement’s not to exceed amount.

Exhibit 2: FY 2024-25 Contract Spending

Expenditures, FY 2024-25 (thru March 2025)	
Salaries & Benefits	1,868,228
Operating Expense	332,135
Indirect Cost (15%)	330,054
Subtotal, FY 2024-25	2,530,417
Actual Spending, FY 2021-22 (starting 12/2021)	1,335,074
Actual Spending, FY 2022-23	3,096,801
Budgeted Spending, FY 2023-24	3,847,790
Subtotal, Actual and Budgeted Spending	10,810,082
Contingency (12%) *	765,385
Not To Exceed Amount	11,575,467

Source: HSH

Note: Contingency is calculated on FY 2023-24 & FY 2024-25.

¹ The Corrective Actions were related to payroll tax submissions, employee timesheets, board oversight, and public access to board meetings. The two recommendations HSH provided UA were the following: 1) that Urban Alchemy hold 60 days of operating cash on hand (UA had 22 days of operating cash); and 2) that Urban Alchemy include annual cash flow projections in their agency-wide budget.

Funding Source

This contract extension will be funded with Homelessness Gross Receipts (Proposition C) Funds.

RECOMMENDATION

Approve the proposed resolution.

**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
URBAN ALCHEMY**

THIS AMENDMENT of the **December 1, 2021** 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 **URBAN ALCHEMY** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

WHEREAS, the City's Homelessness Oversight Commission approved this Agreement under San Francisco Charter Section 9.118 by Resolution <Insert Resolution Number> on <Insert Date of Commission >; and

WHEREAS, the City's Board of Supervisors approved this Second Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution <insert Resolution number> on <Month Date, Year> to extend the grant term by nine months and increase the grant amount by up to \$2,146,990; 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 **December 1, 2021** between Grantee and City; and **First Amendment**, dated **April 1, 2023**.

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

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

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **December 1, 2021** 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.

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

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **December 1, 2021** and expire on **March 31, 2025**, 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 **ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS** of the Agreement currently reads as follows:

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Four Hundred Twenty Eight Thousand Four Hundred Seventy Seven Dollars (\$9,428,477)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Five Hundred Seventy One Thousand Four Hundred Thirteen Dollars (\$1,571,413)** 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).

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

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 **Eleven Million Five Hundred Seventy Five Thousand Four Hundred Sixty Seven Dollars (\$11,575,467)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Sixty Five Thousand Three Hundred Eighty Five Dollars (\$765,385)** 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 State or Federal Funds.

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

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

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

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Urban Alchemy
PO Box 425509
San Francisco, CA 94102
Attn: Lena Miller, CEO

lenam@urban-alchemy.us
Attn: Mike Anderer, Chief Systems Engineer
mikea@urban-alchemy.us

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

2.4 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)

2.5 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 July 1, 2024), for the period of December 1, 2021 to March 31, 2025.

2.6 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2024), for the period of December 1, 2021 to March 31, 2025.

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

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

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By: _____
Shireen McSpadden
Executive Director

By: _____
Dr. Lena Miller
Chief Executive Officer
City Supplier Number: 0000040596

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

Appendix A, Services to be Provided

by
Urban Alchemy
33 Gough Cabins

I. Purpose of Grant

The purpose of the grant is to provide a Cabin Pilot Program (CPP) to the served population. The goal of this service is to provide an alternative to congregate shelter through individual room cabin units.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence.

III. Referral and Prioritization

The Department of Homelessness and Supportive Housing (HSH) will maintain oversight of all CPP placements. HSH will identify new CPP guests through a combination of the following: outreach, hospital discharge, Coordinated Entry, or other initiatives.

IV. Description of Services

Grantee shall serve individuals in the number of units as outlined in the Appendix B, Budget (“Number Served” tab). Grantee shall provide the following services at the 33 Gough Cabin Pilot Project, including, but not limited to:

- A. Reservations: Grantee shall accept and facilitate reservations, in accordance with City-approved policies and procedures, within the program hours of operation.
- B. Safety and De-Escalation: Grantee shall ensure the 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, and 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, including street frontage Gough, 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.
- C. Guest Support: Grantee shall provide guest support, including, but not limited to:
 - 1. Guest intake, including completion of forms and acknowledgement of the Guest Agreement/Site Rules, Release of Information (ROI) forms, cabin assignment, and orientation to the site;
 - 2. Operations, such as entry and exits, mail, and phone;

3. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs in accordance with HSH policy;
4. Creating guest profiles in the Online Navigation and Entry (ONE) System;
5. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWORKs, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services); and
 - e. Referrals and linkages to Access Points, and the elimination of barriers to connect guests to Access Points for a Coordinated Entry assessment;
6. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
7. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Grantee has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.
8. Building Maintenance and distribution of guest supplies;
9. Reasonable accommodations, transfers, and other supports in accordance with HSH policy; and
10. Exit Planning, including, but not limited to communication and coordination with outside service providers to support in a guest's transition to a more permanent setting.

V. Location and Time of Services

Grantee shall provide services at 33 Gough Street, San Francisco, CA 94103. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

- A. Memorandum of Understanding (MOU): Grantee shall adhere to the roles and responsibilities outlined in the CPP memorandum of understanding between Urban

Alchemy, Dignity Moves, HomeFirst, Tipping Point, and the City. Per MOU, grantee shall enter into a lease agreement with HomeFirst.

B. Facilities:

1. Grantee, in partnership with HomeFirst, shall maintain site and facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that the site is well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Grantee shall ensure that janitorial services shall occur regularly, per shift.
 - a. Grantee shall respond to all site 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 partner with HomeFirst, the owner of the Cabin Units and the party responsible for regular and ongoing maintenance of the units. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, and work with HomeFirst on Cabin maintenance issues 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.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
2. Grantee shall obtain and manage vendors for essential site services including, but not limited to, the maintenance and functioning of shower trailers, portable toilets, and Recology services.

C. 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 HSH Providers Connect website:

<https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

D. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

¹ Including, but not limited to Shelter Standards of Care, as applicable:
https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200

1. Offer guests meals and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

E. Record Keeping and Files:

1. Grantee shall maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress notes.
2. Grantee shall maintain confidential files for active and previously active guests, and document support service usage.
3. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
4. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

F. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.

G. 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.

H. 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. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Grantee should set up the means to provide feedback at future community meetings or by other means.
2. Complaint Process: Grantee shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
3. Grantee shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, gauge 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 in a confidential way if the written format presents any problem.

4. Grantee shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

I. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;
6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the City service/companion/support animal policy; and
8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).

- J. Critical Incident Reports: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH within 72 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.

- 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 site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.

- L. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), DPW, DPH, Department of Emergency Management (DEM)/Healthy

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

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.

M. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
 2. When applicable, records entered into the ONE System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards¹.
 3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
 4. 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.
 5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
 6. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- N. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdose Prevention Policy⁴. Grantee staff who work directly with guests shall participate in annual trainings on harm reduction, overdose recognition and response.
- O. 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.

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

⁴ Please refer to Providers Connect: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a>

VII. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all new guests and updates for returning guests in a new stay.
- B. Grantee shall conduct daily guest count and wellness checks for 100 percent of guests.
- C. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved by HSH.
- D. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- E. 90 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH such as the ONE system.
- B. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.

- E. Grantee 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 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 and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: guest files, 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.
 - 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 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	E	H	K	N	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												Page 1 of 5
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2024		Duration (Years)									
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	12/1/2021	6/30/2024	3									
6	Amended Term	12/1/2021	3/31/2025	4									
7	Provider Name	Urban Alchemy											
8	Program	33 Gough Cabins											
9	FSP Contract ID#	1000023172											
10	Action (select)	Amendment											
11	Effective Date	7/1/2024											
12	Budget Name	Prop C - Cabin Pilot Project											
13		Current	New										
14	Term Budget	\$ 8,279,665	\$ 10,810,082	12%	EXTENSION YEAR								
15	Contingency	\$ 1,148,812	\$ 765,385										
16	Not-To-Exceed	\$ 9,428,477	\$ 11,575,467										
17		Year 1	Year 2	Year 3	Year 4			All Years					
18		12/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 3/31/2025	7/1/2024 - 3/31/2025	7/1/2024 - 3/31/2025	12/1/2021 - 6/30/2024	12/1/2021 - 3/31/2025	12/1/2021 - 3/31/2025			
19	Expenditures	Actuals	Actuals	Current	Current	Amendment	New	Current	Amendment	New			
20	Salaries & Benefits	\$ 1,388,770	\$ 2,392,552	\$ 2,490,937	\$ -	\$ 1,868,228	\$ 1,868,228	\$ 6,272,258	\$ 1,868,228	\$ 8,140,486			
21	Operating Expense	\$ 246,369	\$ 441,214	\$ 467,847	\$ -	\$ 332,135	\$ 332,135	\$ 1,155,430	\$ 332,135	\$ 1,487,565			
22	Subtotal	\$ 1,635,138	\$ 2,833,766	\$ 2,958,783	\$ -	\$ 2,200,363	\$ 2,200,363	\$ 7,427,688	\$ 2,200,363	\$ 9,628,051			
23	Indirect Percentage	15.00%	15.00%	15.00%	15.00%		15.00%						
24	Indirect Cost (Line 22 X Line 23)	\$ 245,271	\$ 425,085	\$ 446,806	\$ -	\$ 330,054	\$ 330,054	\$ 1,117,161	\$ 330,054	\$ 1,447,215			
25	Other Expenses (Not subject to indirect %)	\$ (545,335)	\$ (162,050)	\$ 442,200	\$ -	\$ -	\$ -	\$ (265,185)	\$ -	\$ (265,185)			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 1,335,074	\$ 3,096,801	\$ 3,847,789	\$ -	\$ 2,530,417	\$ 2,530,417	\$ 8,279,664	\$ 2,530,417	\$ 10,810,081			
29													
30	HSH Revenues (select)												
31	Prop C	\$ 1,880,409	\$ 3,258,851	\$ 2,886,022		\$ 2,530,417	\$ 2,530,417	\$ 8,025,282	\$ 2,530,417	\$ 10,555,699			
34	Encampment Resolution Fund (2L First Round)		\$ -	\$ 961,768			\$ -	\$ 961,768	\$ -	\$ 961,768			
35	Adjustment to Actuals	\$ (545,335)	\$ (155,106)				\$ -	\$ (700,440)	\$ -	\$ (700,440)			
36	Garbage lien paid by HSH		\$ (6,945)				\$ -	\$ (6,945)	\$ -	\$ (6,945)			
39							\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 1,335,074	\$ 3,096,801	\$ 3,847,790	\$ -	\$ 2,530,417	\$ 2,530,417	\$ 8,279,665	\$ 2,530,417	\$ 10,810,082			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1			
52													
53	Prepared by	Ian Clark-Johnson											
54	Phone	(415) 902-9593											
55	Email	ianc@urban-alchemy.us											
56													
57	Template last modified	9/1/2021											
58													
60	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 Mayor / 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.												
61													
62													

	A	F	M	T	W	X	Y	Z	AA	AB	AC	BT	BU	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	SALARY & BENEFIT DETAIL															
3	Document Date	7/1/2024														
4	Provider Name	Urban Alchemy														
5	Program	33 Gough Cabins														
6	FSP Contract ID#	1000023172														
7	Budget Name	Prop C - Cabin Pilot Project														
8		Year 1			Year 2			Year 3			Year 4			All Years		
9	POSITION TITLE	12/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	Agency Totals			For HSH Funded program			7/1/2024 - 3/31/2025	7/1/2024 - 3/31/2025	7/1/2024 - 3/31/2025	12/1/2021 - 6/30/2024	12/1/2021 - 3/31/2025	12/1/2021 - 3/31/2025
10		Actuals	Actuals	Current							Current	Amendment	New	Current	Amendment	New
11		Budgeted Salary	Budgeted Salary	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	Change	Budgeted Salary
12	CEO	\$ 1,966	\$ 2,527	\$ -	\$ -					\$ -	\$ -	\$ 4,493	\$ -	\$ 4,493		
13	COO	\$ 2,148	\$ 2,301	\$ -	\$ -					\$ -	\$ -	\$ 4,449	\$ -	\$ 4,449		
14	Operations Manager	\$ 6,977	\$ 13,000	\$ 13,000	\$ 104,000	1.00	13%	0.13	\$ 9,750	\$ 9,750	\$ 32,977	\$ 9,750	\$ 9,750	\$ 42,727		
15	Operations Specialist	\$ 4,702	\$ 8,125	\$ 8,125	\$ 65,000	1.00	13%	0.13	\$ 6,094	\$ 6,094	\$ 20,952	\$ 6,094	\$ 6,094	\$ 27,045		
16	Program Compliance & Data Reporting Manager	\$ 6,370	\$ 13,000	\$ 13,000	\$ 52,000	1.00	25%	0.25	\$ 9,750	\$ 9,750	\$ 32,370	\$ 9,750	\$ 9,750	\$ 42,120		
17	Program Director	\$ 38,827	\$ 130,000	\$ 141,440	\$ 70,720	2.00	100%	2.00	\$ 106,080	\$ 106,080	\$ 310,267	\$ 106,080	\$ 106,080	\$ 416,347		
18	Care Coordinator	\$ 75,227	\$ 195,000	\$ 195,000	\$ 65,000	3.00	100%	3.00	\$ 146,250	\$ 146,250	\$ 465,227	\$ 146,250	\$ 146,250	\$ 611,477		
19	Program Supervisor	\$ 21,840	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 21,840	\$ -	\$ -	\$ 21,840		
20	Shower Supervisor	\$ 4,507	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 4,507	\$ -	\$ -	\$ 4,507		
21	General Practitioner	\$ 37,856	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 37,856	\$ -	\$ -	\$ 37,856		
22	Security Practitioner	\$ 37,856	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 37,856	\$ -	\$ -	\$ 37,856		
23	Maintenance Practitioner	\$ 31,547	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 31,547	\$ -	\$ -	\$ 31,547		
24	Shower Practitioner	\$ 9,013	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 9,013	\$ -	\$ -	\$ 9,013		
25	Program Supervisor (Salary cost as of 1/1/2022)	\$ 75,712	\$ 157,248	\$ 157,248	\$ 56,160	2.80	100%	2.80	\$ 117,936	\$ 117,936	\$ 390,208	\$ 117,936	\$ 117,936	\$ 508,144		
26	Shower Supervisor (Salary cost as of 1/1/2022)	\$ 27,040	\$ 54,080	\$ 56,160	\$ 56,160	1.00	100%	1.00	\$ 42,120	\$ 42,120	\$ 137,280	\$ 42,120	\$ 42,120	\$ 179,400		
27	General Practitioner (Salary cost as of 1/1/2022)	\$ 152,880	\$ 292,178	\$ 315,744	\$ 45,760	6.90	100%	6.90	\$ 236,808	\$ 236,808	\$ 760,802	\$ 236,808	\$ 236,808	\$ 997,610		
28	Security Practitioner (Salary cost as of 1/1/2022)	\$ 122,304	\$ 201,344	\$ 201,344	\$ 45,760	4.40	100%	4.40	\$ 151,008	\$ 151,008	\$ 524,992	\$ 151,008	\$ 151,008	\$ 676,000		
29	Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 61,152	\$ 128,128	\$ 128,128	\$ 45,760	2.80	100%	2.80	\$ 96,096	\$ 96,096	\$ 317,408	\$ 96,096	\$ 96,096	\$ 413,504		
30	Shower Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	\$ 91,520	\$ 91,520	\$ 45,760	2.00	100%	2.00	\$ 68,640	\$ 68,640	\$ 226,720	\$ 68,640	\$ 68,640	\$ 295,360		
31	Graveyard Program Supervisor (Salary cost as of 1/1/2022)	\$ 39,312	\$ 87,360	\$ 87,360	\$ 58,240	1.50	100%	1.50	\$ 65,520	\$ 65,520	\$ 214,032	\$ 65,520	\$ 65,520	\$ 279,552		
32	Graveyard General Practitioner (Salary cost as of 1/1/2022)	\$ 96,096	\$ 133,952	\$ 133,952	\$ 47,840	2.80	100%	2.80	\$ 100,464	\$ 100,464	\$ 364,000	\$ 100,464	\$ 100,464	\$ 464,464		
33	Graveyard Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 32,032	\$ 66,976	\$ 66,976	\$ 47,840	1.40	100%	1.40	\$ 50,232	\$ 50,232	\$ 165,984	\$ 50,232	\$ 50,232	\$ 216,216		
34	Graveyard Security Practitioner (Salary cost as of 1/1/2022)	\$ 64,064	\$ 133,952	\$ 133,952	\$ 47,840	2.80	100%	2.80	\$ 100,464	\$ 100,464	\$ 331,968	\$ 100,464	\$ 100,464	\$ 432,432		
35	Director Care Coordination	\$ 9,707	\$ 17,160	\$ 23,338	\$ 70,720	1.00	33%	0.33	\$ 17,503	\$ 17,503	\$ 50,204	\$ 17,503	\$ 17,503	\$ 67,707		
36	Contract Manager	\$ 2,450	\$ 4,000	\$ 4,000	\$ 100,000	1.00	4%	0.04	\$ 3,000	\$ 3,000	\$ 10,450	\$ 3,000	\$ 3,000	\$ 13,450		
55		\$ 1,005,262	\$ 1,731,851	\$ 1,770,287				TOTAL SALARIES	\$ -	\$ 1,327,715	\$ 1,327,715	\$ 4,507,400	\$ 1,327,715	\$ 5,835,115		
56								TOTAL FTE	34.27							
57		38.15%	38.15%	40.71%				FRINGE BENEFIT RATE	40.71%							
58		\$ 383,508	\$ 660,701	\$ 720,650				EMPLOYEE FRINGE BENEFITS	\$ -	\$ 540,513	\$ 540,513	\$ 1,764,859	\$ 540,513	\$ 2,305,371		
59		\$ 1,388,770	\$ 2,392,552	\$ 2,490,937				TOTAL SALARIES & BENEFITS	\$ -	\$ 1,868,228	\$ 1,868,228	\$ 6,272,258	\$ 1,868,228	\$ 8,140,486		
60																
61																
62																

	A	B	E	H	K	L	M	AF	AG	AH	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 3 of 5
2	OPERATING DETAIL										
3	Document Date	7/1/2024									
4	Provider Name	Urban Alchemy									
5	Program	33 Gough Cabins									
6	FSP Contract ID#	1000023172									
7	Budget Name	Prop C - Cabin Pilot Project									
8		EXTENSION YEAR									
9		Year 1	Year 2	Year 3	Year 4			All Years			
10		12/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 3/31/2025	7/1/2024 - 3/31/2025	7/1/2024 - 3/31/2025	12/1/2021 - 6/30/2024	12/1/2021 - 3/31/2025	12/1/2021 - 3/31/2025	
11		Actuals	Actuals	Current	Current	Amendment	New	Current	Amendment	New	
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 42,700	\$ 73,200	\$ 73,200	\$ 54,900	\$ 54,900	\$ 189,100	\$ 54,900	\$ 244,000		
15	Office Supplies, Postage	\$ 1,050	\$ 1,800	\$ 5,000	\$ 3,750	\$ 3,750	\$ 7,850	\$ 3,750	\$ 11,600		
16	Building Maintenance Supplies and Repair	\$ 31,125	\$ 10,500	\$ 15,300	\$ 11,475	\$ 11,475	\$ 56,925	\$ 11,475	\$ 68,400		
17	Printing and Reproduction	\$ 1,286	\$ 1,333	\$ 1,333	\$ 1,000	\$ 1,000	\$ 3,952	\$ 1,000	\$ 4,952		
18	Insurance	\$ 18,560	\$ 96,872	\$ 96,872	\$ 72,654	\$ 72,654	\$ 212,303	\$ 72,654	\$ 284,957		
19	Staff Training	\$ 7,000	\$ 3,333	\$ 3,333	\$ 2,500	\$ 2,500	\$ 13,667	\$ 2,500	\$ 16,167		
20	Staff Travel(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
21	Rental of Equipment	\$ 112,875	\$ 184,475	\$ 184,475	\$ 138,356	\$ 138,356	\$ 481,825	\$ 138,356	\$ 620,181		
22	Communications/IT	\$ 9,752	\$ 14,667	\$ 19,000	\$ 14,250	\$ 14,250	\$ 43,419	\$ 14,250	\$ 57,669		
23	Client Expenses	\$ 14,583	\$ 25,000	\$ 25,000	\$ 18,750	\$ 18,750	\$ 64,583	\$ 18,750	\$ 83,333		
24	Uniforms	\$ 7,438	\$ 11,333	\$ 11,333	\$ 8,500	\$ 8,500	\$ 30,104	\$ 8,500	\$ 38,604		
25	Client WiFi Installation	\$ -	\$ 18,701	\$ -	\$ -	\$ -	\$ 18,701	\$ -	\$ 18,701		
26	Water	\$ -	\$ -	\$ 8,000	\$ 6,000	\$ 6,000	\$ 8,000	\$ 6,000	\$ 14,000		
42	Consultants				\$ -	\$ -	\$ -	\$ -	\$ -		
43					\$ -	\$ -	\$ -	\$ -	\$ -		
44					\$ -	\$ -	\$ -	\$ -	\$ -		
54	Subcontractors (First \$25k Only)				\$ -	\$ -	\$ -	\$ -	\$ -		
55	Meals - Farming Hope			\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000		
68	TOTAL OPERATING EXPENSES	\$ 246,369	\$ 441,214	\$ 467,847	\$ -	\$ 332,135	\$ 332,135	\$ 1,155,430	\$ 332,135	\$ 1,487,565	
69											
70	Other Expenses (not subject to indirect cost %)										
71	Adjustment to Actuals	\$ (545,335)	\$ (155,106)		\$ -	\$ -	\$ (700,440)	\$ -	\$ (700,440)		
72	Garbage lien paid by HSH		\$ (6,945)		\$ -	\$ -	\$ (6,945)	\$ -	\$ (6,945)		
73	Meals - Farming Hope			\$ 442,200	\$ -	\$ -	\$ 442,200	\$ -	\$ 442,200		
74					\$ -	\$ -	\$ -	\$ -	\$ -		
84	TOTAL OTHER EXPENSES	\$ (545,335)	\$ (162,050)	\$ 442,200	\$ -	\$ -	\$ (265,185)	\$ -	\$ (265,185)		
85											
86	Capital Expenses										
87					\$ -	\$ -	\$ -	\$ -	\$ -		
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
96											
97	HSH #3									Template last modified 9/1/2021	

BUDGET NARRATIVE

Fiscal Year

Prop C - Cabin Pilot Project

FY23-24

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

Fiscal Term Start Fiscal Term End
7/1/2023 6/30/2024

Salaries & Benefits	Adjusted	Budgeted	Justification	Calculation	Employee Name
	FTE	Salary			
CEO		\$ -	Program oversight	Annual salary * budgeted FTE	Lena Miller
COO		\$ -	Program oversight	Annual salary * budgeted FTE	Ron Wilson
Operations Manager	0.13	\$ 13,000	Program oversight, training, and compliance	Annual salary * budgeted FTE	Artie Gilbert
Operations Specialist	0.13	\$ 8,125	Program support, procurement	Annual salary * budgeted FTE	Silas Robinson
Program Compliance & Data Reporting Manager	0.25	\$ 13,000	Analysis, data, compliance	Annual salary * budgeted FTE	Millard Chambers, Mika Rhodman
Program Director	2.00	\$ 141,440	Director - program oversight and training	Annual salary * budgeted FTE	Everett Butler, Nery Garcia
Care Coordinator	3.00	\$ 195,000	Case management, care management	Annual salary * budgeted FTE	Maria Resendez, Tim Smith
Program Supervisor (Salary cost as of 1/1/2022)	2.80	\$ 157,248	Site operations management	Annual salary * budgeted FTE	Various
Shower Supervisor (Salary cost as of 1/1/2022)	1.00	\$ 56,160	Shower operations capability (day shift only)	Annual salary * budgeted FTE	Various
General Practitioner (Salary cost as of 1/1/2022)	6.90	\$ 315,744	General monitoring	Annual salary * budgeted FTE	Various
Security Practitioner (Salary cost as of 1/1/2022)	4.40	\$ 201,344	Operations, gate management	Annual salary * budgeted FTE	Various
Maintenance Practitioner (Salary cost as of 1/1/2022)	2.80	\$ 128,128	Maintenance (day and swing)	Annual salary * budgeted FTE	Various
Shower Practitioner (Salary cost as of 1/1/2022)	2.00	\$ 91,520	Shower maintenance, 5 days a week (day shift only)	Annual salary * budgeted FTE	Various
Graveyard Program Supervisor (Salary cost as of 1/1/2022)	1.50	\$ 87,360	Site operations management, 7 days a week, 1 Graveyard shift	Annual salary * budgeted FTE	Various
Graveyard General Practitioner (Salary cost as of 1/1/2022)	2.80	\$ 133,952	General monitoring	Annual salary * budgeted FTE	Various
Graveyard Maintenance Practitioner (Salary cost as of 1/1/2022)	1.40	\$ 66,976	Maintenance	Annual salary * budgeted FTE	Various
Graveyard Security Practitioner (Salary cost as of 1/1/2022)	2.80	\$ 133,952	Operations, gate management	Annual salary * budgeted FTE	Various
Director Care Coordination	0.33	\$ 23,338	33% of Director of Care Coordination who supervises Care Coordinators across Safe Sleep Programs	Annual salary * budgeted FTE	Brian Sheppard
Contract Manager	0.04	\$ 4,000	Program oversight and point of contact with HSH	Annual salary * budgeted FTE	Ian Clark-Johnson
TOTAL	34.27	\$ 1,770,287			
Employee Fringe Benefits		\$ 720,650	Includes FICA, SSUI, Workers Compensation and Medical calculated at 40.71% of total salaries.		
Salaries & Benefits Total		\$ 2,490,937			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	\$ -		
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 73,200	Water, gas, trash pickup	Approximately \$6,100/month
Office Supplies, Postage	\$ 5,000	\$416 per month for office supplies	\$416 per month
Building Maintenance Supplies and Repair	\$ 15,300	Cleaning supplies, site maintenance; fire extinguisher cost, ongoing maintenance cost of cabins	Approximately \$1,275/month
Printing and Reproduction	\$ 1,333	\$111 per month	\$111 x 12
Insurance	\$ 96,872	Share of annual General Liability, D&O, and Umbrella insurance	Based on allocation across multiple sites
Staff Training	\$ 3,333	Staff training	\$278 x 12
Staff Travel-(Local & Out of Town)	\$ -		
Rental of Equipment	\$ 184,475	Toilet, Sink and Shower rental	Approximately \$15,373/month
Communications/IT	\$ 19,000	Computers, radios, internet	Approximately \$1,583/month
Client Expenses	\$ 25,000	PPE, gloves, hygiene items	\$1,215 x 12
Uniforms	\$ 11,333	Uniforms for 33 Gough staff	Based on past costs.
Client WiFi Installation	\$ -		
Water	\$ 8,000	Water for residents on site	Based on quotes from water provider.
Subcontractors (First \$25K Only)	\$ -		
Meals - Farming Hope	\$ 25,000	Two daily meals (breakfast and dinner) for residents.	\$8/meal for 80 residents, twice per day (\$1,280 daily; \$467,200 annually) First \$25K subject to indirect.
TOTAL OPERATING EXPENSES	\$ 467,847		
Indirect Cost	15.0%	\$ 446,806	

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Adjustment to Actuals	\$ -		
Garbage lien paid by HSH	\$ -		\$ -
Meals - Farming Hope	\$ 442,200	Two daily meals (breakfast and dinner) for residents during FY23-24. Meals expected to be provided by a third party under separate agreement starting July 2024.	\$8/meal for 80 residents, twice per day (\$1,280 daily). Funds added to extend meals through June 2024, less \$25K listed above.
TOTAL OTHER EXPENSES	\$ 442,200		

Capital Expenses	Amount	Justification	Calculation
	\$ -		
	\$ -		
	\$ -		
TOTAL CAPITAL EXPENSES	\$ -		

	A	B	C	D	E
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				Page 4 of 5
2	APPENDIX B, BUDGET				
3	Document Date	7/1/2024			
4	Contract Term	Begin Date	End Date	Duration (Years)	
5	Current Term	12/1/2021	6/30/2024	3	
6	Amended Term	12/1/2021	3/31/2025	4	
7	F\$P Contract ID#	1000023172			
8	Approved Subcontractors				
10	Farming Hope (meals for FY23-24)				
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													Page 5 of 5		
2	APPENDIX B, BUDGET															
3	Document Date	7/1/2024														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	12/1/2021	6/30/2024	3												
6	Amended Term	12/1/2021	3/31/2025	4												
7	FSP Contract ID#	1000023172			Year 1	Year 2	Year 3	Year 4								
8	Service Component				12/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 3/31/2025								
10	Cabin Units				70	70	70	70								
11																
12																
13																
14																
15																
16																
17																
18																

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.sfhsa.org>.

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

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

than five years after final payment under this Agreement, and shall provide to the City upon request.

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

Prop C / Encampment Resolution 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>

Prop C / Encampment Resolution 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.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
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	Safe Parking @ Candlestick	January 1, 2022 to April 30, 2024	\$6,755,056
Department of Homelessness and Supportive Housing	711 Post (Ansonia Hotel)	March 21, 2022 to June 30, 2024	\$18,736,820
Department of Homelessness and Supportive Housing	Emergency Pop Up Shelter	October 1, 2022 to June 30, 2025	\$2,278,523
Office of Economic and Workforce Development	Excelsior Ambassador Program	December 1, 2022 to June 30, 2024	\$845,000
Department of Emergency Management	Community Response Team Program	May 1, 2022 to June 30, 2024	\$3,150,000
Human Services Agency	Mission Office Safety Street Monitor Program	May 1, 2023 to June 30, 2025	\$2,079,458
Public Library	Bathroom & Library Attendants	September 1, 2021 to August 31, 2024	\$2,129,498



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Urban Alchemy: 33 Gough Cabin Program Grant Agreement 2nd Amendment

Budget and Finance Committee | May 22, 2024



Proposed Amendment/Agreement Details

- **Resolution:** Approve the **2nd amendment** to the grant agreement between HSH and **Urban Alchemy** for the **33 Gough Cabin Program**.
- **Term:**
 - Current Term: December 1, 2024 – June 30, 2024
 - Amended Term: **December 1, 2024 – March 31, 2025**
- **Amount:** Increases not-to-exceed amount by **\$2,146,990** for a total not-to-exceed amount of **\$11,575,467**.

Grant Agreement Overview

- Operations and services at the **non-congregate cabin program** at 33 Gough.
 - Serves approximately **74 guests** through **70 cabins**.
- Services provided by **Urban Alchemy**:
 - Operations and maintenance of the site;
 - Support services including: intake, program orientation, wellness checks, meals, referrals, etc.
 - 24/7 staffing of the program

Services Cost:
\$125 per bed per
night

- **Excludes:** lease cost and other ancillary services like transport and health services.

Program Context

- City's first **non-congregate cabin program**.
- HSH is **expanding our cabin portfolio** based on the success of the model at 33 Gough.
 - 60 cabins opened in **Mission** in April 2024
 - ~60 cabins slated for Jerrold Commons in the **Bayview** in early 2025.
- In FY22-23, **32 households (28%)** moved into permanent housing situations.

People served in FY22-23

178 served

45% over the age of 45

39% women



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
URBAN ALCHEMY**

THIS GRANT AGREEMENT (“Agreement”) is made as of **December 1, 2021**, in the City and County of San Francisco, State of California, by and between **URBAN ALCHEMY** (“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: Safe Sleeping Temporary Shelter; and

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

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

**ARTICLE 1
DEFINITIONS**

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

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or

supplements to any of the foregoing approved in writing by City.

- (c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or

unfounded, of whatsoever kind and nature.

- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

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

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

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

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

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

authorization.

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

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

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

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **December 1, 2021** and expire on

March 31, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. 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 **Five Million Twenty Two Thousand Five Hundred Fourteen Dollars (\$5,022,514)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Eight Hundred Thirty Seven Thousand Eighty Six Dollars (\$837,086)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses

itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 Reserved. (State or Federal Funds).

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

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims.** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- 6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
 - (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
 - (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- 7.3 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest.**
- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).
- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or

any portion of the Grant Plan.

- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

- 9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's

prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

- 9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

- 10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
 - (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
 - (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as Additional Insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

remedy:

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors

after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any

rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

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

13.3 Subcontracting. If Appendix 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, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix 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 94012
hshcontracts@sfgov.org

If to Grantee: Urban Alchemy
72 6th Street
San Francisco, CA, 94103
Attn: Lena Miller
lenam@urban-alchemy.us

Any notice of default must be sent by registered mail.

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

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

and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

16.3 Reserved.

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

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

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an

amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

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

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that

apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

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

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

16.13 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section

12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.

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

Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

- 16.21 Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- 16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care).**
- 16.23 Reserved. (Additional Requirements for Federally-Funded Awards).**

ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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

- Appendix A, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Contracts

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

- | | |
|--------------|--|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims. |
| Article 7 | Taxes. |
| Article 8 | Representations and Warranties. |
| Article 9 | Indemnification and General Liability. |
| Section 10.4 | Required Post-Expiration Coverage. |

Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

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

17.12 Dispute Resolution Procedure.

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City’s contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force’s website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel (“Panel”) to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department’s structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to

resolve the problem, Grantees and departments should employ the following steps:

- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
- (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or

to a department's administration of policies and procedures.

- 17.13 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- 17.14 Services During a City-Declared Emergency.** In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.
- 17.15 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By:  12/27/2021
CAD7B781896B449...
Shireen McSpadden
Executive Director

By:  12/16/2021
1DAE637009A2493...
Lena Miller
Chief Executive Officer

City Supplier Number: 0000040596

Approved as to Form:

By:  12/27/2021
F013CEBF5B1B482...
Virginia Dario Elizondo
Deputy City Attorney

Appendix A, Services to be Provided
by
Urban Alchemy
Safe Sleep @ 33 Gough Cabin Pilot Program

I. Purpose of Grant

The purpose of the grant is to provide a Cabin Pilot Program (CPP) to the served population. The goal of this service is to provide an alternative to congregate shelter through individual room cabin units.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence.

III. Referral and Prioritization

Guests currently being served by the 33 Gough Safe Sleep Site will be given preference to move into the CPP.

The Department of Homelessness and Supportive Housing (HSH) will maintain oversight of all future CPP placements. HSH will identify new CPP guests through a combination of the following: outreach, hospital discharge, Coordinated Entry, or other initiatives.

IV. Description of Services

Grantee shall serve individuals in the number of units as outlined in the Appendix B, Budget. Grantee shall provide the following services at the 33 Gough Cabin Pilot Project, including, but not limited to the following:

- A. Reservations: Grantee shall accept and facilitate reservations, in accordance with City-approved policies and procedures within the program hours of operation.
- B. Safety and De-Escalation: Grantee shall ensure the 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, including street frontage Gough, 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.
- C. Guest Support: Grantee shall provide guest support, including, but not limited to:

1. Guest intake, including completion of forms and acknowledgement of the Guest Agreement/Site Rules, Release of Information (ROI) forms, cabin assignment, and orientation to the site;
2. Operations, such as entry and exits, mail, phone;
3. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs in accordance with HSH policy;
4. Coordination of and with supportive services providers (e.g. behavioral health, harm reduction, nursing/medical, other wellness support, Coordinated Entry, housing navigation, and benefit linkage), and problem solving interventions, such as Homeward Bound;
5. Creating guest profiles in the ONE System;
6. Referrals and linkages to Access Points, and the elimination of barriers to connect guests to Access Points for a Coordinated Entry assessment;
7. Coordination, which includes assisting guests not enrolled in public benefits and connecting them with the City's roving Application Assistance Team, and/or assisting guests to obtain and maintain public benefits, including post-public benefits application support, to complete the public benefit enrollment process;
8. Maintenance and distribution of guest supplies;
9. Reasonable accommodations, transfers, and other supports in accordance with HSH policy; and
10. Exit Planning, including, but not limited to communication and coordination with outside service providers to support in a guest's transition to a more permanent setting.

V. Location and Time of Services

Grantee shall provide services at 33 Gough Street, San Francisco, CA 94103. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

A. Memorandum of Understanding (MOU): Grantee shall adhere to the roles and responsibilities outlined in the CPP memorandum of understanding between Urban Alchemy, Dignity Moves, HomeFirst, Tipping Point, and the City. Per MOU, grantee shall enter into a lease agreement with HomeFirst. HomeFirst, the owner of the Cabin units, will provide regular and ongoing maintenance of the Cabin units.

B. Facilities:

1. Grantee, in partnership with HomeFirst, shall maintain site and facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that the site is well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Grantee shall partner with HomeFirst, the owner of the Cabin units,

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$anc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404).

which will provide regular and ongoing maintenance of the Cabin units. Grantee shall ensure that janitorial services shall occur regularly, per shift.

- a. Grantee shall respond to all site 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 partner with HomeFirst, the owner of the Cabin Units and the party responsible for regular and ongoing maintenance of the units. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, and work with HomeFirst on Cabin maintenance issues 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.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
2. Grantee shall obtain and manage vendors for essential site services including, but not limited to, the maintenance and functioning of shower trailers, portable toilets, and Recology services.
- C. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to guests who primarily speak language(s) other than English.
- D. Meals and Food Safety
Grantee shall meet the following meal-related requirements:
1. Offer guests meals and track usage by guest, as well as overall meal distribution;
 2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
 3. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.
- E. Record Keeping and Files:
1. Grantee shall maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress.
 2. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.

3. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
 4. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.
- F. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.
- G. 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.
- H. 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. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Grantee should set up the means to provide feedback at future community meetings or by other means.
 2. Complaint Process: Grantee shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
 3. Grantee shall offer and promote a written quarterly survey that has been pre-approved by HSH 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 in a confidential way if the written format presents any problem.
 4. Grantee shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.
- I. City Communications and Policies
Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:
1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
 2. Regular communication to HSH about the implementation of the program as required and upon request;

3. Attendance at HSH meetings and trainings, as required;
 4. Attendance at required ADA and access for persons with disabilities trainings;
 5. Attendance at the Shelter Monitoring Committee meetings;
 6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
 7. Adherence to the City service/companion/support animal policy; and
 8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).
- J. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, anytime emergency response are called to the site, a guest or staff person is seriously injured on or near the site, a guest is transported to the hospital, any incident that results in the immediate exit of a guest from the program, overdose/use of Narcan, and damage to the site that results in one or more guests having to be relocated.
- 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 site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- L. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
 3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
 4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site;
 5. Retain one Practitioner to actively monitor the site perimeter, 7 days per week;
 6. Active discouragement of loitering in the area surrounding the building; and
 7. Summon law enforcement, SFHOT, HSOC, and/or DPW as needed to address safety, cleanliness, and/or encampment issues on the block.

M. Data Standards:

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

1. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
3. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

VII. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all new guests and updates for returning guests in a new stay.
- B. Grantee shall conduct daily guest count and wellness checks for 100 percent of guests.
- C. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved by HSH.
- D. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- E. 90 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

- A. Grantee shall routinely exceed an 84 percent completion rate for all guest data required in RTZ, or other database mandated by City.

- B. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH such as RTZ and the ONE system.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, guest files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, 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. Program monitoring will include review of guest eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal 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	12/1/2021		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	12/1/2021	3/31/2023	2
6	Amended Term	12/1/2021	3/31/2023	2
7	FSP Contract ID#	1000023172		
8	Approved Subcontractors			
10	None			
11				
12				
13				
14				
15				
16				
17				
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	A	B	C	D	E	F	G	H	I	J
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	12/1/2021								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	12/1/2021	3/31/2023	2						
6	Amended Term	12/1/2021	3/31/2023	2						
7	FSP Contract ID#	1000023172			Year 1		Year 2			
8	Service Component				12/1/2021 - 6/30/2022		7/1/2022 - 3/31/2023			
10	Cabin Units				70		70			
11										
12										
13										
14										
15										
16										
17										
18										

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														
2	SALARY & BENEFIT DETAIL														
3	Document Date	12/1/2021													
4	Provider Name	Urban Alchemy													
5	Program	Safe Sleep @ 33 Gough Cabins													
6	FSP Contract ID#	1000023172													
7	Budget Name	Prop C - Safe Sl													
8		Year 1						Year 2							
9	POSITION TITLE	Agency Totals		For HSH Funded Program		12/1/2021 - 6/30/2022	12/1/2021 - 6/30/2022	12/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023
10						Current		New					Current		New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary
12	CEO	\$ 168,480	1.00	2%	0.02		\$ 1,966	\$ 1,966	\$ 168,480	1.00	2%	0.02	\$ 2,527	\$ 2,527	
13	COO	\$ 122,720	1.00	3%	0.03		\$ 2,148	\$ 2,148	\$ 122,720	1.00	3%	0.03	\$ 2,761	\$ 2,761	
14	Operations Manager	\$ 95,680	1.00	13%	0.13		\$ 6,977	\$ 6,977	\$ 95,680	1.00	13%	0.13	\$ 8,970	\$ 8,970	
15	Operations Specialist	\$ 64,480	1.00	13%	0.13		\$ 4,702	\$ 4,702	\$ 64,480	1.00	13%	0.13	\$ 6,045	\$ 6,045	
16	Program Compliance & Data Reporting Manager	\$ 43,680	1.00	25%	0.25		\$ 6,370	\$ 6,370	\$ 43,680	1.00	25%	0.25	\$ 8,190	\$ 8,190	
17	Program Director	\$ 66,560	1.00	100%	1.00		\$ 38,827	\$ 38,827	\$ 66,560	1.00	100%	1.00	\$ 49,920	\$ 49,920	
18	Care Coordinator	\$ 64,480	2.00	100%	2.00		\$ 75,227	\$ 75,227	\$ 64,480	2.00	100%	2.00	\$ 96,720	\$ 96,720	
19	Program Supervisor	\$ 62,400	4.20	100%	4.20		\$ 21,840	\$ 21,840	\$ -				\$ -	\$ -	
20	Shower Supervisor	\$ 54,080	1.00	100%	1.00		\$ 4,507	\$ 4,507	\$ -				\$ -	\$ -	
21	General Practitioner	\$ 54,080	8.40	100%	8.40		\$ 37,856	\$ 37,856	\$ -				\$ -	\$ -	
22	Security Practitioner	\$ 54,080	8.40	100%	8.40		\$ 37,856	\$ 37,856	\$ -				\$ -	\$ -	
23	Maintenance Practitioner	\$ 54,080	7.00	100%	7.00		\$ 31,547	\$ 31,547	\$ -				\$ -	\$ -	
24	Shower Practitioner	\$ 54,080	2.00	100%	2.00		\$ 9,013	\$ 9,013	\$ -				\$ -	\$ -	
25	Program Supervisor (Salary cost as of 1/1/2022)	\$ 54,080	2.80	100%	2.80		\$ 75,712	\$ 75,712	\$ 54,080	2.80	100%	2.80	\$ 113,568	\$ 113,568	
26	Shower Supervisor (Salary cost as of 1/1/2022)	\$ 54,080	1.00	100%	1.00		\$ 27,040	\$ 27,040	\$ 54,080	1.00	100%	1.00	\$ 40,560	\$ 40,560	
27	General Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	7.00	100%	7.00		\$ 152,880	\$ 152,880	\$ 43,680	7.00	100%	7.00	\$ 229,320	\$ 229,320	
28	Security Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	5.60	100%	5.60		\$ 122,304	\$ 122,304	\$ 43,680	5.60	100%	5.60	\$ 183,456	\$ 183,456	
29	Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	2.80	100%	2.80		\$ 61,152	\$ 61,152	\$ 43,680	2.80	100%	2.80	\$ 91,728	\$ 91,728	
30	Shower Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	2.00	100%	2.00		\$ 43,680	\$ 43,680	\$ 43,680	2.00	100%	2.00	\$ 65,520	\$ 65,520	
31	Graveyard Program Supervisor (Salary cost as of 1/1/2022)	\$ 56,160	1.40	100%	1.40		\$ 39,312	\$ 39,312	\$ 56,160	1.40	100%	1.40	\$ 58,968	\$ 58,968	
32	Graveyard General Practitioner (Salary cost as of 1/1/2022)	\$ 45,760	4.20	100%	4.20		\$ 96,096	\$ 96,096	\$ 45,760	4.20	100%	4.20	\$ 144,144	\$ 144,144	
33	Graveyard Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 45,760	1.40	100%	1.40		\$ 32,032	\$ 32,032	\$ 45,760	1.40	100%	1.40	\$ 48,048	\$ 48,048	
34	Graveyard Security Practitioner (Salary cost as of 1/1/2022)	\$ 45,760	2.80	100%	2.80		\$ 64,064	\$ 64,064	\$ 45,760	2.80	100%	2.80	\$ 96,096	\$ 96,096	
35	Director Care Coordination	\$ 66,560	1.00	25%	0.25		\$ 9,707	\$ 9,707	\$ 66,560	1.00	25%	0.25	\$ 12,480	\$ 12,480	
36	Director of Partnerships & Contracts	\$ 140,000	1.00	3%	0.03		\$ 2,450	\$ 2,450	\$ 140,000	1.00	3%	0.03	\$ 3,150	\$ 3,150	
55		TOTAL SALARIES				\$ -	\$ 1,005,262	\$ 1,005,262	TOTAL SALARIES				\$ -	\$ 1,262,171	\$ 1,262,171
56		TOTAL FTE				65.83			TOTAL FTE				34.83		
57		FRINGE BENEFIT RATE				38.15%		38.15%	FRINGE BENEFIT RATE				38.15%		38.15%
58		EMPLOYEE FRINGE BENEFITS				\$ -	\$ 383,508	\$ 383,508	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 481,518	\$ 481,518
59		TOTAL SALARIES & BENEFITS				\$ -	\$ 1,388,770	\$ 1,388,770	TOTAL SALARIES & BENEFITS				\$ -	\$ 1,743,690	\$ 1,743,690
60															
61															
62															

	A	B	C	D	E	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	SALARY & BENEFIT DETAIL							
3	Document Date	12/1/2021						
4	Provider Name	Urban Alchemy						
5	Program	Safe Sleep @ 33 Gough Cabins						
6	FSP Contract ID#	1000023172						
7	Budget Name	Prop C - Safe Sl						
8		Year				All Years		
9	POSITION TITLE	Agency Totals		For HSH Funded Program		12/1/2021 - 3/31/2023	12/1/2021 - 3/31/2023	12/1/2021 - 3/31/2023
10						Current	Modification	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary
12	CEO	\$ 168,480	1.00	2%	0.02	\$ -	\$ 4,493	\$ 4,493
13	COO	\$ 122,720	1.00	3%	0.03	\$ -	\$ 4,909	\$ 4,909
14	Operations Manager	\$ 95,680	1.00	13%	0.13	\$ -	\$ 15,947	\$ 15,947
15	Operations Specialist	\$ 64,480	1.00	13%	0.13	\$ -	\$ 10,747	\$ 10,747
16	Program Compliance & Data Reporting Manager	\$ 43,680	1.00	25%	0.25	\$ -	\$ 14,560	\$ 14,560
17	Program Director	\$ 66,560	1.00	100%	1.00	\$ -	\$ 88,747	\$ 88,747
18	Care Coordinator	\$ 64,480	2.00	100%	2.00	\$ -	\$ 171,947	\$ 171,947
19	Program Supervisor	\$ 62,400	4.20	100%	4.20	\$ -	\$ 21,840	\$ 21,840
20	Shower Supervisor	\$ 54,080	1.00	100%	1.00	\$ -	\$ 4,507	\$ 4,507
21	General Practitioner	\$ 54,080	8.40	100%	8.40	\$ -	\$ 37,856	\$ 37,856
22	Security Practitioner	\$ 54,080	8.40	100%	8.40	\$ -	\$ 37,856	\$ 37,856
23	Maintenance Practitioner	\$ 54,080	7.00	100%	7.00	\$ -	\$ 31,547	\$ 31,547
24	Shower Practitioner	\$ 54,080	2.00	100%	2.00	\$ -	\$ 9,013	\$ 9,013
25	Program Supervisor (Salary cost as of 1/1/2022)	\$ 54,080	2.80	100%	2.80	\$ -	\$ 189,280	\$ 189,280
26	Shower Supervisor (Salary cost as of 1/1/2022)	\$ 54,080	1.00	100%	1.00	\$ -	\$ 67,600	\$ 67,600
27	General Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	7.00	100%	7.00	\$ -	\$ 382,200	\$ 382,200
28	Security Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	5.60	100%	5.60	\$ -	\$ 305,760	\$ 305,760
29	Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	2.80	100%	2.80	\$ -	\$ 152,880	\$ 152,880
30	Shower Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	2.00	100%	2.00	\$ -	\$ 109,200	\$ 109,200
31	Graveyard Program Supervisor (Salary cost as of 1/1/2022)	\$ 56,160	1.40	100%	1.40	\$ -	\$ 98,280	\$ 98,280
32	Graveyard General Practitioner (Salary cost as of 1/1/2022)	\$ 45,760	4.20	100%	4.20	\$ -	\$ 240,240	\$ 240,240
33	Graveyard Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 45,760	1.40	100%	1.40	\$ -	\$ 80,080	\$ 80,080
34	Graveyard Security Practitioner (Salary cost as of 1/1/2022)	\$ 45,760	2.80	100%	2.80	\$ -	\$ 160,160	\$ 160,160
35	Director Care Coordination	\$ 66,560	1.00	25%	0.25	\$ -	\$ 22,187	\$ 22,187
36	Director of Partnerships & Contracts	\$ 140,000	1.00	3%	0.03	\$ -	\$ 5,600	\$ 5,600
55		TOTAL SALARIES				\$ -	\$ 2,267,434	\$ 2,267,434
56		TOTAL FTE				65.83		
57		FRINGE BENEFIT RATE						
58		EMPLOYEE FRINGE BENEFITS				\$ -	\$ 865,026	\$ 865,026
59		TOTAL SALARIES & BENEFITS				\$ -	\$ 3,132,460	\$ 3,132,460
60								
61								
62								

	A	B	C	D	E	F	G	AF	AG	AH	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	OPERATING DETAIL										
3	Document Date	12/1/2021									
4	Provider Name	Urban Alchemy									
5	Program	Safe Sleep @ 33 Gough Cabins									
6	F\$P Contract ID#	1000023172									
7	Budget Name	Prop C - Safe Sleep									
8											
9		Year 1			Year 2			All Years			
10		12/1/2021 - 6/30/2022	12/1/2021 - 6/30/2022	12/1/2021 - 6/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	12/1/2021 - 3/31/2023	12/1/2021 - 3/31/2023	12/1/2021 - 3/31/2023	
11		Current		New	Current		New	Current	Modification	New	
12	<u>Operating Expenses</u>	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ 42,700	\$ 42,700		\$ 54,900	\$ 54,900	\$ -	\$ 97,600	\$ 97,600	
15	Office Supplies, Postage		\$ 1,050	\$ 1,050		\$ 1,350	\$ 1,350	\$ -	\$ 2,400	\$ 2,400	
16	Building Maintenance Supplies and Repair		\$ 6,125	\$ 6,125		\$ 7,875	\$ 7,875	\$ -	\$ 14,000	\$ 14,000	
17	Printing and Reproduction		\$ 1,286	\$ 1,286		\$ 1,000	\$ 1,000	\$ -	\$ 2,286	\$ 2,286	
18	Insurance		\$ 18,561	\$ 18,561		\$ 23,864	\$ 23,864	\$ -	\$ 42,424	\$ 42,424	
19	Staff Training		\$ 7,000	\$ 7,000		\$ 9,000	\$ 9,000	\$ -	\$ 16,000	\$ 16,000	
20	Staff Travel-(Local & Out of Town)		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
21	Rental of Equipment		\$ 112,875	\$ 112,875		\$ 150,000	\$ 150,000	\$ -	\$ 262,875	\$ 262,875	
22	Communications/IT		\$ 9,752	\$ 9,752		\$ 10,435	\$ 10,435	\$ -	\$ 20,188	\$ 20,188	
23	Client Expenses		\$ 14,583	\$ 14,583		\$ 18,750	\$ 18,750	\$ -	\$ 33,333	\$ 33,333	
24	Uniforms		\$ 7,438	\$ 7,438		\$ 8,500	\$ 8,500	\$ -	\$ 15,938	\$ 15,938	
25			\$ -			\$ -		\$ -	\$ -	\$ -	
42	<u>Consultants</u>		\$ -			\$ -		\$ -	\$ -	\$ -	
43			\$ -			\$ -		\$ -	\$ -	\$ -	
54	<u>Subcontractors (First \$25k Only)</u>		\$ -			\$ -		\$ -	\$ -	\$ -	
55			\$ -			\$ -		\$ -	\$ -	\$ -	
56			\$ -			\$ -		\$ -	\$ -	\$ -	
68	TOTAL OPERATING EXPENSES	\$ -	\$ 221,369	\$ 221,369	\$ -	\$ 285,674	\$ 285,674	\$ -	\$ 507,043	\$ 507,043	
69											
70	<u>Other Expenses (not subject to indirect cost %)</u>										
71			\$ -			\$ -		\$ -	\$ -	\$ -	
72			\$ -			\$ -		\$ -	\$ -	\$ -	
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
85											
86	<u>Capital Expenses</u>										
87			\$ -			\$ -		\$ -	\$ -	\$ -	
88			\$ -			\$ -		\$ -	\$ -	\$ -	
89			\$ -			\$ -		\$ -	\$ -	\$ -	
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
96											
97	HSH #3								Template last modified		9/1/2021

BUDGET NARRATIVE

Fiscal Year

Fiscal Term Start 12/1/2021 Fiscal Term End 6/30/2022

Prop C - Safe Sleep

FY21-22

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

Salaries & Benefits	Adjusted	Budgeted	Justification	Calculation	Employee Name
	Budgeted	Budgeted			
	FTE	Salary			
CEO	0.02	\$ 1,966	Program oversight		Lena Miller
COO	0.03	\$ 2,148	Program oversight		Ron Wilson
Operations Manager	0.13	\$ 6,977	Program oversight, training, and compliance		Artie Gilbert
Operations Specialist	0.13	\$ 4,702	Program support, procurement		Heather Cardenas
Program Compliance & Data Reporting Manager	0.25	\$ 6,370	Analyst, data, compliance		Erika Drayton, Caresha Carter, Gavilan Chavez, Teonte Thomas
Program Director	1.00	\$ 38,827	Director program oversight and training		Kevin Lee/Nadon King
Care Coordinator	2.00	\$ 75,227	Case management, care management		Tekia Oliver, TBD
Program Supervisor	4.20	\$ 21,840	Site operations management, 24 hours a day/7 days a week, 3 shifts		TBD
Shower Supervisor	1.00	\$ 4,507	Shower operations capability, 5 days a week (day shift)		TBD
General Practitioner	8.40	\$ 37,856	General monitoring, 6 practitioners/3 shifts per day		TBD
Security Practitioner	8.40	\$ 37,856	Operations, gate management, 6 practitioners/3 shifts per day		TBD
Maintenance Practitioner	7.00	\$ 31,547	Maintenance, 5 practitioners/3 shifts per day		TBD
Shower Practitioner	2.00	\$ 9,013	Shower maintenance, 5 days a week (day shift)		TBD
Program Supervisor (Salary cost as of 1/1/2022)	2.80	\$ 75,712	Site operations management, 7 days a week, 2 Day shifts, reduced rate per hour from \$30 to \$26		TBD
Shower Supervisor (Salary cost as of 1/1/2022)	1.00	\$ 27,040	Shower operations capability, 5 days a week (day shift), reduced rate per hour from \$30 to \$26		TBD
General Practitioner (Salary cost as of 1/1/2022)	7.00	\$ 152,880	General monitoring, 6 practitioners/ 2 shifts (day and swing), reduced rate from \$26 to \$21 per hour		TBD
Security Practitioner (Salary cost as of 1/1/2022)	5.60	\$ 122,304	Operations, gate management, 6 practitioners/2 shifts (day and swing), reduced rate from \$26 to \$21 per hour		TBD
Maintenance Practitioner (Salary cost as of 1/1/2022)	2.80	\$ 61,152	Maintenance, 5 practitioners/ 2 shifts (day and swing), reduced rate from \$26 to \$21 per hour		TBD
Shower Practitioner (Salary cost as of 1/1/2022)	2.00	\$ 43,680	Shower maintenance, 5 days a week (day shift), reduced rate from \$26 to \$21 per hour		TBD
Graveyard Program Supervisor (Salary cost as of 1/1/2022)	1.40	\$ 39,312	Site operations management, 7 days a week, 1 Graveyard shift, reduced rate per hour from \$30 to \$27 (\$1 pay differential)		TBD
Graveyard General Practitioner (Salary cost as of 1/1/2022)	4.20	\$ 96,096	General monitoring, 6 practitioners/1 graveyard shift per day, reduced rate from \$26 to \$22 per hour (\$1 pay differential)		TBD
Graveyard Maintenance Practitioner (Salary cost as of 1/1/2022)	1.40	\$ 32,032	Maintenance, 5 practitioners/1 graveyard shift per day, reduced rate from \$26 to \$22 per hour (\$1 pay differential)		TBD
Graveyard Security Practitioner (Salary cost as of 1/1/2022)	2.80	\$ 64,064	Operations, gate management, 6 practitioners/1 graveyard shift per day, reduced rate from \$26 to \$22 per hour (\$1 pay differential)		TBD
Director Care Coordination	0.25	\$ 9,707	25% of Director of Care Coordination who supervises Care Coordinators across Safe Sleep Programs		Zach Revell
Director of Partnerships & Contracts	0.03	\$ 2,450	Program oversight and point of contact with HSH		Mike Anderer
TOTAL	65.83	\$ 1,005,262			
Employee Fringe Benefits		\$ 383,508	Includes FICA, SSUI, Workers Compensation and Medical calculated at 38.15% of total salaries.		
Salaries & Benefits Total		\$ 1,388,770			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	\$ -	Share of 1035 market st	
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 42,700	General water/gas at \$5 per month. Recology @ \$6.05K/mo	
Office Supplies, Postage	\$ 1,050	\$150 per month	
Building Maintenance Supplies and Repair	\$ 6,125	\$500 per month - cleaning supplies, site maintenance; Adding fire extinguisher cost to this line \$375/mo (\$112.37/ea)	
Printing and Reproduction	\$ 1,286	\$140.50 per month	
Insurance	\$ 18,561	Share of annual General Liability, D&O, and Umbrella insurance	\$56,418 annual allocation
Staff Training	\$ 7,000	\$1,000 per month	
Staff Travel-(Local & Out of Town)	\$ -		
Rental of Equipment	\$ 112,875	Toilet, Sink and Shower rental (avg cost) @ \$12.5K/mo	
Communications/IT	\$ 9,752	Computers, radios, internet	
Client Expenses	\$ 14,583	PPE, gloves, hygiene items	
Uniforms	\$ 7,438	34 FTE *\$250 for uniforms	
Consultants	\$ -		
Subcontractors (First \$25k Only)	\$ -		
TOTAL OPERATING EXPENSES	\$ 221,369		
Indirect Cost	15.0%	\$ 241,521	

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

Capital Expenses	Amount	Justification	Calculation
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
TOTAL CAPITAL EXPENSES	\$ -		

Appendix C, Method of Payment

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

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

B. Invoicing System:

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

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

than five years after final payment under this Agreement, and shall provide to the City upon request.

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

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

General Fund / Prop C	
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.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
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 amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

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

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

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Public Library	September 1, 2021 to August 31, 2024	\$1,500,000
Office of Economic and Workforce Development (Subgrantee through MidMarket Foundation)	July 1, 2021 to June 30, 2023	\$4,000,000 (FY 7/1/21-6/30/22 – Not to exceed) \$3,250,000 (FY 7/1/22-6/30/23 – Not to exceed)
Department of Homelessness and Supportive Housing-Site 5 SIP Hotel	September 1, 2020 to June 30, 2022	\$5,676,542.00
Department of Homelessness and Supportive Housing-Safe Sleep @ 180 Jones	March 1, 2021 to June 30, 2022	\$2,300,300.00
Department of Homelessness and Supportive Housing-Safe Sleeping @Fulton and @33Gough	May 13, 2020 to December 31, 2021	\$9,200,000.00

**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
URBAN ALCHEMY**

THIS AMENDMENT of the **December 1, 2021** Grant Agreement (the "Agreement") is dated as of **April 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **URBAN ALCHEMY** ("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 **December 1, 2021** between Grantee and City.

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

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

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2

and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **December 1, 2021** and expire on **March 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **December 1, 2021** 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.

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

4.2 Grantee's Personnel.

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

- (b) **Grantor Vaccination Policy.**

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

- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any

subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:

A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

2.3 ARTICLE 5 USE AND DISBURSEMENT 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 **Five Million Twenty Two Thousand Five Hundred Fourteen Dollars (\$5,022,514)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Eight Hundred Thirty Seven Thousand Eighty Six Dollars (\$837,086)** 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).

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Four Hundred Twenty Eight Thousand Four Hundred Seventy Seven Dollars (\$9,428,477)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Five Hundred Seventy One Thousand Four Hundred Thirteen Dollars (\$1,571,413)** 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).

- 2.4** **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.

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

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

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

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Urban Alchemy
1035 Market St., Ste. 150
San Francisco, CA 94103
Attn: Lena Miller, CEO
lenam@urban-alchemy.us
Attn: Mike Anderer, Chief Systems Engineer
mikea@urban-alchemy.us

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

2.6 Section 16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care). is hereby deleted and replaced with the following:

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

- (a) As required by Administrative Code Sec. 20.404, Grantee agrees to:
- (1) Treat all shelter clients equally, with respect and dignity;
 - (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
 - (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be

maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;

- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;
- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients

- based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
 - (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
 - (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
 - (14) Provide daytime access to beds in all 24-hour shelters;
 - (15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
 - (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
 - (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;
 - (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
 - (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall;
 - (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
 - (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other

clients may be asked to translate in emergency situations;

- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff person by name and position;
- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and
- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:

- A. Hand washing requirements and other communicable disease prevention;
- B. Proper food handling and storage;
- C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
- D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
- E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;
- F. On-the-job burn-out prevention;
- G. Requirements under the ADA;
- H. Policies and procedures explained in shelter training manuals; and
- I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

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

- (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

2.7 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 April 1, 2023)
Appendix B, Budget (dated April 1, 2023)
Appendix C, Method of Payment (dated April 1, 2023)
Appendix D, Interests in Other City Grants (dated April 1, 2023)

- 2.8 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated April 1, 2023), for the period of December 1, 2021 to June 30, 2024.
- 2.9 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated April 1, 2023) for the period of December 1, 2021 to June 30, 2024.
- 2.10 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated April 1, 2023).
- 2.11 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 April 1, 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.

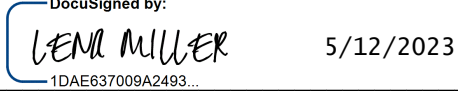
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

By: 
1DAE637009A2493...
Dr. Lena Miller
Chief Executive Officer
City Supplier Number: 0000040596

Approved as to Form:
David Chiu
City Attorney

By: 
F013CEBE5B1B482...
Virginia Dario Elizondo
Deputy City Attorney

Appendix A, Services to be Provided
by
Urban Alchemy
33 Gough Cabin Pilot Program

I. Purpose of Grant

The purpose of the grant is to provide a Cabin Pilot Program (CPP) to the served population. The goal of this service is to provide an alternative to congregate shelter through individual room cabin units.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence.

III. Referral and Prioritization

The Department of Homelessness and Supportive Housing (HSH) will maintain oversight of all CPP placements. HSH will identify new CPP guests through a combination of the following: outreach, hospital discharge, Coordinated Entry, or other initiatives.

IV. Description of Services

Grantee shall serve individuals in the number of units as outlined in the Appendix B, Budget. Grantee shall provide the following services at the 33 Gough Cabin Pilot Project, including, but not limited to the following:

- A. Reservations: Grantee shall accept and facilitate reservations, in accordance with City-approved policies and procedures, within the program hours of operation.
- B. Safety and De-Escalation: Grantee shall ensure the 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, and 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, including street frontage Gough, 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.
- C. Guest Support: Grantee shall provide guest support, including, but not limited to:
 - 1. Guest intake, including completion of forms and acknowledgement of the Guest Agreement/Site Rules, Release of Information (ROI) forms, cabin assignment, and orientation to the site;
 - 2. Operations, such as entry and exits, mail, and phone;

3. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs in accordance with HSH policy;
4. Creating guest profiles in the ONE System;
5. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWORKs, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services); and
 - e. Referrals and linkages to Access Points, and the elimination of barriers to connect guests to Access Points for a Coordinated Entry assessment;
6. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
7. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Grantee has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.
8. Building Maintenance and distribution of guest supplies;
9. Reasonable accommodations, transfers, and other supports in accordance with HSH policy; and
10. Exit Planning, including, but not limited to communication and coordination with outside service providers to support in a guest's transition to a more permanent setting.

V. Location and Time of Services

Grantee shall provide services at 33 Gough Street, San Francisco, CA 94103. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

- A. Memorandum of Understanding (MOU): Grantee shall adhere to the roles and responsibilities outlined in the CPP memorandum of understanding between Urban

Alchemy, Dignity Moves, HomeFirst, Tipping Point, and the City. Per MOU, grantee shall enter into a lease agreement with HomeFirst.

B. Facilities:

1. Grantee, in partnership with HomeFirst, shall maintain site and facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that the site is well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Grantee shall ensure that janitorial services shall occur regularly, per shift.
 - a. Grantee shall respond to all site 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 partner with HomeFirst, the owner of the Cabin Units and the party responsible for regular and ongoing maintenance of the units. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, and work with HomeFirst on Cabin maintenance issues 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.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
2. Grantee shall obtain and manage vendors for essential site services including, but not limited to, the maintenance and functioning of shower trailers, portable toilets, and Recology services.

C. 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 HSH Providers Connect website:

<https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

D. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

¹ Including, but not limited to Shelter Standards of Care, as applicable:
https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200

1. Offer guests meals and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

E. Record Keeping and Files:

1. Grantee shall maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress notes.
2. Grantee shall maintain confidential files for active and previously active guests, and document support service usage.
3. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
4. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

F. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.

G. 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.

H. 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. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Grantee should set up the means to provide feedback at future community meetings or by other means.
2. Complaint Process: Grantee shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
3. Grantee shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, gauge 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 in a confidential way if the written format presents any problem.

4. Grantee shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

I. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;
6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the City service/companion/support animal policy; and
8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).

- J. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, any time emergency response are called to the site; a guest or staff person is seriously injured on or near the site; a guest is transported to the hospital; any incident that results in the immediate exit of a guest from the program; overdose/use of Narcan; and damage to the site that results in one or more guests having to be relocated.

- 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 site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.

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

1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

2. That the Grantee Director or Manager or a representative shall attend all appropriate neighborhood meetings;
3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site;
5. Retaining one Practitioner to actively monitor the site perimeter, seven days per week;
6. Active discouragement of loitering in the area surrounding the building; and
7. Summoning law enforcement, the San Francisco Homeless Outreach Team (SFHOT), the Health Streets Operations Center (HSOC), and/or DPW as needed to address safety, cleanliness, and/or encampment issues on the block.

M. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
2. When applicable, records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards¹.
3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
4. 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.
5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

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

N. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdose Prevention Policy⁴. Grantee staff who work directly with guests shall participate in annual trainings on harm reduction, overdose recognition and response.

O. 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.

VII. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all new guests and updates for returning guests in a new stay.
- B. Grantee shall conduct daily guest count and wellness checks for 100 percent of guests.
- C. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved by HSH.
- D. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- E. 90 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

- A. Grantee shall routinely exceed an 84 percent completion rate for all guest data required in ONE, or other database mandated by City.
- B. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

⁴ Please refer to Providers Connect: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a>

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH such as the ONE system.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following: guest files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, 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. Program monitoring will include review of guest eligibility, 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 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	E	H	I	J	K	L	M	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													Page 1 of 5	
2	APPENDIX B, BUDGET														
3	Document Date	4/1/2023													
4	Contract Term	Begin Date	End Date	Duration (Years)											
5	Current Term	12/1/2021	3/31/2023	2											
6	Amended Term	12/1/2021	6/30/2024	3											
7	Provider Name	Urban Alchemy													
8	Program	33 Gough Cabins													
9	FSP Contract ID#	1000023172													
10	Action (select)	Amendment													
11	Effective Date	4/1/2023													
12	Budget Name	Prop C - Cabin Pilot Project													
13		Current	New												
14	Term Budget	\$ 3,769,460	\$ 7,857,064	20%											
15	Contingency	\$ 1,253,053	\$ 1,571,413		EXTENSION YEAR										
16	Not-To-Exceed	\$ 5,022,514	\$ 9,428,477			Year 1	Year 2			Year 3			All Years		
17		12/1/2021 - 6/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	12/1/2021 - 3/31/2023	12/1/2021 - 6/30/2024	12/1/2021 - 6/30/2024				
18		Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	
19	Expenditures														
20	Salaries & Benefits	\$ 1,388,770	\$ 1,787,310	\$ 605,242	\$ 2,392,552	\$ -	\$ 2,418,439	\$ 2,418,438.70	\$ 3,176,080	\$ 3,023,681	\$ 6,199,760				
21	Operating Expense	\$ 246,369	\$ 335,586	\$ 105,628	\$ 441,214	\$ -	\$ 422,513	\$ 422,513.39	\$ 581,955	\$ 528,142	\$ 1,110,096				
22	Subtotal	\$ 1,635,138	\$ 2,122,896	\$ 710,870	\$ 2,833,766	\$ -	\$ 2,840,952	\$ 2,840,952.09	\$ 3,758,034	\$ 3,551,822	\$ 7,309,857				
23	Indirect Percentage	15.00%	15.00%		15.00%	15.00%		15.00%							
24	Indirect Cost (Line 22 X Line 23)	\$ 245,271	\$ 318,434	\$ 106,650	\$ 425,084.70	\$ -	\$ 429,131	\$ 429,130.88	\$ 563,705	\$ 535,781	\$ 1,099,486				
25	Other Expenses (Not subject to indirect %)	\$ (545,335)	\$ (6,945)	\$ -	\$ (6,945)	\$ -	\$ -	\$ -	\$ (552,279)	\$ -	\$ (552,279)				
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
28	Total Expenditures	\$ 1,335,074.45	\$ 2,434,385.96	\$ 817,520.49	\$ 3,251,906.45	\$ -	\$ 3,270,083	\$ 3,270,082.97	\$ 3,769,460.41	\$ 4,087,603.46	\$ 7,857,063.87				
29															
30	HSH Revenues (select)														
31	Prop C	\$ 1,880,409	\$ 2,441,330	\$ 817,520	\$ 3,258,851		\$ 3,270,083	\$ 3,270,082.97	\$ 4,321,740	\$ 4,087,603	\$ 8,409,343				
35	Adjustment to Actuals - FY21-22	\$ (545,335)			\$ -			\$ -	\$ (545,335)	\$ -	\$ (545,335)				
36	Garbage lien paid by HSH		\$ (6,945)		\$ (6,944.52)			\$ -	\$ (6,945)	\$ -	\$ (6,945)				
39					\$ -			\$ -	\$ -	\$ -	\$ -				
40	Total HSH Revenues	\$ 1,335,074.45	\$ 2,434,385.96	\$ 817,520.49	\$ 3,251,906.45	\$ -	\$ 3,270,083	\$ 3,270,082.97	\$ 3,769,460.41	\$ 4,087,603.46	\$ 7,857,063.87				
50	Rev-Exp (Budget Match Check)	\$ -	\$ -		\$ 0.00	\$ -		\$ -	\$ -	\$ -	\$ 0.00				
52															
56															
57	Template last modified	9/1/2021													
58															
59															
60	<i>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.</i>														
61															
62															

	A	F	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	BT	BU	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																				
2	SALARY & BENEFIT DETAIL																				
3	Document Date	4/1/2023																			
4	Provider Name	Urban Alchemy																			
5	Program	33 Gough Cabins																			
6	FSP Contract ID#	1000023172																			
7	Budget Name	Prop C - Cabin Pilot Project																			
8		Year 1					Year 2					Year 3					All Years				
9	POSITION TITLE	12/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 3/31/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	Agency Totals		For HSH Funded Program		7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	12/1/2021 - 3/31/2023	12/1/2021 - 6/30/2024	12/1/2021 - 6/30/2024		
10		Current/Actuals					Current/Actuals	Amendment	New					Current/Actuals	Amendment	New	Current/Actuals	Amendment	New		
11		Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary		
12	CEO	\$ 1,966	\$ 168,480	1.00	2.0%	0.02	\$ 2,527	\$ -	\$ 2,527	\$ 168,480	1.00			\$ -	\$ -	\$ 4,493	\$ -	\$ 4,493			
13	COO	\$ 2,148	\$ 122,720	1.00	3%	0.03	\$ 2,301	\$ -	\$ 2,301	\$ 122,720	1.00			\$ -	\$ -	\$ 4,449	\$ -	\$ 4,449			
14	Operations Manager	\$ 6,977	\$ 104,000	1.00	13%	0.13	\$ 9,750	\$ 3,250	\$ 13,000	\$ 104,000	1.00	13%	0.13	\$ 13,000	\$ 13,000	\$ 16,727	\$ 16,250	\$ 32,977			
15	Operations Specialist	\$ 4,702	\$ 65,000	1.00	13%	0.13	\$ 6,094	\$ 2,031	\$ 8,125	\$ 65,000	1.00	13%	0.13	\$ 8,125	\$ 8,125	\$ 10,795	\$ 10,156	\$ 20,952			
16	Program Compliance & Data Reporting Manager	\$ 6,370	\$ 52,000	1.00	25%	0.25	\$ 9,750	\$ 3,250	\$ 13,000	\$ 52,000	1.00	25%	0.25	\$ 13,000	\$ 13,000	\$ 16,120	\$ 16,250	\$ 32,370			
17	Program Director	\$ 38,827	\$ 65,000	2.00	100%	2.00	\$ 97,500	\$ 32,500	\$ 130,000	\$ 65,000	2.00	100%	2.00	\$ 130,000	\$ 130,000	\$ 136,327	\$ 162,500	\$ 298,827			
18	Care Coordinator	\$ 75,227	\$ 65,000	3.00	100%	3.00	\$ 146,250	\$ 48,750	\$ 195,000	\$ 65,000	3.00	100%	3.00	\$ 195,000	\$ 195,000	\$ 221,477	\$ 243,750	\$ 465,227			
19	Program Supervisor	\$ 21,840	\$ -				\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 21,840	\$ -	\$ 21,840			
20	Shower Supervisor	\$ 4,507	\$ -				\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 4,507	\$ -	\$ 4,507			
21	General Practitioner	\$ 37,856	\$ -				\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 37,856	\$ -	\$ 37,856			
22	Security Practitioner	\$ 37,856	\$ -				\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 37,856	\$ -	\$ 37,856			
23	Maintenance Practitioner	\$ 31,547	\$ -				\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 31,547	\$ -	\$ 31,547			
24	Shower Practitioner	\$ 9,013	\$ -				\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 9,013	\$ -	\$ 9,013			
25	Program Supervisor (Salary cost as of 1/1/2022)	\$ 75,712	\$ 56,160	2.80	100%	2.80	\$ 117,936	\$ 39,312	\$ 157,248	\$ 56,160	2.80	100%	2.80	\$ 157,248	\$ 157,248	\$ 193,648	\$ 196,560	\$ 390,208			
26	Shower Supervisor (Salary cost as of 1/1/2022)	\$ 27,040	\$ 54,080	1.00	100%	1.00	\$ 40,560	\$ 13,520	\$ 54,080	\$ 54,080	1.00	100%	1.00	\$ 54,080	\$ 54,080	\$ 67,600	\$ 67,600	\$ 135,200			
27	General Practitioner (Salary cost as of 1/1/2022)	\$ 152,880	\$ 45,760	6.39	100%	6.39	\$ 212,784	\$ 79,394	\$ 292,178	\$ 45,760	6.90	100%	6.90	\$ 315,744	\$ 315,744	\$ 365,664	\$ 395,138	\$ 760,802			
28	Security Practitioner (Salary cost as of 1/1/2022)	\$ 122,304	\$ 45,760	4.40	100%	4.40	\$ 151,008	\$ 50,336	\$ 201,344	\$ 45,760	4.40	100%	4.40	\$ 201,344	\$ 201,344	\$ 273,312	\$ 251,680	\$ 524,992			
29	Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 61,152	\$ 45,760	2.80	100%	2.80	\$ 96,096	\$ 32,032	\$ 128,128	\$ 45,760	2.80	100%	2.80	\$ 128,128	\$ 128,128	\$ 157,248	\$ 160,160	\$ 317,408			
30	Shower Practitioner (Salary cost as of 1/1/2022)	\$ 43,680	\$ 45,760	2.00	100%	2.00	\$ 68,640	\$ 22,880	\$ 91,520	\$ 45,760	2.00	100%	2.00	\$ 91,520	\$ 91,520	\$ 112,320	\$ 114,400	\$ 226,720			
31	Graveyard Program Supervisor (Salary cost as of 1/1/2022)	\$ 39,312	\$ 58,240	1.50	100%	1.50	\$ 65,520	\$ 21,840	\$ 87,360	\$ 58,240	1.50	100%	1.50	\$ 87,360	\$ 87,360	\$ 104,832	\$ 109,200	\$ 214,032			
32	Graveyard General Practitioner (Salary cost as of 1/1/2022)	\$ 96,096	\$ 47,840	2.80	100%	2.80	\$ 100,464	\$ 33,488	\$ 133,952	\$ 47,840	2.80	100%	2.80	\$ 133,952	\$ 133,952	\$ 196,560	\$ 167,440	\$ 364,000			
33	Graveyard Maintenance Practitioner (Salary cost as of 1/1/2022)	\$ 32,032	\$ 47,840	1.40	100%	1.40	\$ 50,232	\$ 16,744	\$ 66,976	\$ 47,840	1.40	100%	1.40	\$ 66,976	\$ 66,976	\$ 82,264	\$ 83,720	\$ 165,984			
34	Graveyard Security Practitioner (Salary cost as of 1/1/2022)	\$ 64,064	\$ 47,840	2.80	100%	2.80	\$ 100,464	\$ 33,488	\$ 133,952	\$ 47,840	2.80	100%	2.80	\$ 133,952	\$ 133,952	\$ 164,528	\$ 167,440	\$ 331,968			
35	Director Care Coordination	\$ 9,707	\$ 68,640	1.00	25%	0.25	\$ 12,870	\$ 4,290	\$ 17,160	\$ 68,640	1.00	25%	0.25	\$ 17,160	\$ 17,160	\$ 22,577	\$ 21,450	\$ 44,027			
36	Contract Manager	\$ 2,450	\$ 100,000	1.00	4%	0.04	\$ 3,000	\$ 1,000	\$ 4,000	\$ 100,000	1.00	4%	0.04	\$ 4,000	\$ 4,000	\$ 5,450	\$ 5,000	\$ 10,450			
55		\$ 1,005,262	TOTAL SALARIES				\$ 1,293,746	\$ 438,105	\$ 1,731,850.80	TOTAL SALARIES				\$ -	\$ 1,750,589	\$ 1,750,589	\$ 2,299,008	\$ 2,188,694	\$ 4,487,702		
56			TOTAL FTE				33.72	TOTAL FTE				34.19									
57		38.15%	FRINGE BENEFIT RATE				38.15%	FRINGE BENEFIT RATE				38.15%	38.15%								
58		\$ 383,508	EMPLOYEE FRINGE BENEFITS				\$ 493,564	\$ 167,137	\$ 660,701	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 667,850	\$ 667,850	\$ 877,072	\$ 834,987	\$ 1,712,058		
59		\$ 1,388,770	TOTAL SALARIES & BENEFITS				\$ 1,787,310	\$ 605,242	\$ 2,392,552	TOTAL SALARIES & BENEFITS				\$ -	\$ 2,418,439	\$ 2,418,439	\$ 3,176,080	\$ 3,023,681	\$ 6,199,760		
60																					
61																					
62																					

	A	B	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 3 of 5
2	OPERATING DETAIL										
3	Document Date	4/1/2023									
4	Provider Name	Urban Alchemy									
5	Program	33 Gough Cabins									
6	FSP Contract ID#	1000023172									
7	Budget Name	Prop C - Cabin Pilot Project									
8	EXTENSION YEAR										
9		Year 1	Year 2			Year 3			All Years		
10		12/1/2021 - 6/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	12/1/2021 - 3/31/2023	12/1/2021 - 6/30/2024	12/1/2021 - 6/30/2024
11		Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 42,700	\$ 54,900	\$ 18,300	\$ 73,200		\$ 73,200	\$ 73,200	\$ 97,600	\$ 91,500	\$ 189,100
15	Office Supplies, Postage	\$ 1,050	\$ 1,350	\$ 450	\$ 1,800		\$ 1,800	\$ 1,800	\$ 2,400	\$ 2,250	\$ 4,650
16	Building Maintenance Supplies and Repair	\$ 31,125	\$ 7,875	\$ 2,625	\$ 10,500		\$ 10,500	\$ 10,500	\$ 39,000	\$ 13,125	\$ 52,125
17	Printing and Reproduction	\$ 1,286	\$ 1,000	\$ 333	\$ 1,333		\$ 1,333	\$ 1,333	\$ 2,286	\$ 1,667	\$ 3,952
18	Insurance	\$ 18,560	\$ 72,654	\$ 24,218	\$ 96,872		\$ 96,872	\$ 96,872	\$ 91,213	\$ 121,090	\$ 212,303
19	Staff Training	\$ 7,000	\$ 2,500	\$ 833	\$ 3,333		\$ 3,333	\$ 3,333	\$ 9,500	\$ 4,167	\$ 13,667
20	Staff Travel(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ 112,875	\$ 138,356	\$ 46,119	\$ 184,475		\$ 184,475	\$ 184,475	\$ 251,231	\$ 230,594	\$ 481,825
22	Communications/IT	\$ 9,752	\$ 11,000	\$ 3,667	\$ 14,667		\$ 14,667	\$ 14,667	\$ 20,752	\$ 18,333	\$ 39,086
23	Client Expenses	\$ 14,583	\$ 18,750	\$ 6,250	\$ 25,000		\$ 25,000	\$ 25,000	\$ 33,333	\$ 31,250	\$ 64,583
24	Uniforms	\$ 7,438	\$ 8,500	\$ 2,833	\$ 11,333		\$ 11,333	\$ 11,333	\$ 15,938	\$ 14,167	\$ 30,104
25	Client WiFi Installation	\$ -	\$ 18,701	\$ -	\$ 18,701	\$ -	\$ -	\$ -	\$ 18,701	\$ -	\$ 18,701
26		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	<u>Consultants</u>			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
43				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
44				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
54	<u>Subcontractors (First \$25k Only)</u>			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
55				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 246,369	\$ 335,586	\$ 105,628	\$ 441,214	\$ -	\$ 422,513	\$ 422,513	\$ 581,955	\$ 528,142	\$ 1,110,096
69											
70	<u>Other Expenses (not subject to indirect cost %)</u>										
71	Adjustment to Actuals - FY21-22	\$ (545,335)		\$ -	\$ -		\$ -	\$ -	\$ (545,335)	\$ -	\$ (545,335)
72	Garbage lien paid by HSH		\$ (6,945)	\$ -	\$ (6,945)		\$ -	\$ -	\$ (6,945)	\$ -	\$ (6,945)
84	TOTAL OTHER EXPENSES	\$ (545,335)	\$ (6,945)	\$ -	\$ (6,945)	\$ -	\$ -	\$ -	\$ (552,279)	\$ -	\$ (552,279)
85											
86	<u>Capital Expenses</u>										
87				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96											
97	HSH #3								Template last modified		9/1/2021

	A	B	C	D	E
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				Page 4 of 5
2	APPENDIX B, BUDGET				
3	Document Date	4/1/2023			
4	Contract Term	Begin Date	End Date	Duration (Years)	
5	Current Term	12/1/2021	3/31/2023	2	
6	Amended Term	12/1/2021	6/30/2024	3	
7	FSP Contract ID#	1000023172			
8	Approved Subcontractors				
10	None.				
11					
12					
13					
14					
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16					
17					
18					
19					
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	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											Page 5 of 5	
2	APPENDIX B, BUDGET												
3	Document Date	4/1/2023											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	12/1/2021	3/31/2023	2									
6	Amended Term	12/1/2021	6/30/2024	3									
7	FSP Contract ID#	1000023172			Year 1	Year 2	Year 3						
8	Service Component				12/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024						
10	Cabin Units				70	70	70						
11													
12													
13													
14													
15													
16													
17													
18													

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 / Prop C	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	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 / Prop C	
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.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
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.

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
San Francisco Public Library	Bathroom & Library Attendants	September 1, 2021 to August 31, 2024	\$1,950,000
Office of Economic & Workforce Development	Excelsior Ambassador Program	December 1, 2022 to June 30, 2024	\$400,000
Department of Homelessness and Supportive Housing	711 Post	March 21, 2022 to June 30, 2024	\$18,736,820
Department of Homelessness and Supportive Housing	Candlestick Safe Parking	January 1, 2022 to June 30, 2023	\$5,210,141
Department of Homelessness and Supportive Housing	Emergency Pop Up Shelter	October 1, 2022 to June 30, 2025	\$2,278,523
Department of Emergency Management	Community Response Team	To be determined (awarded but not yet executed)	\$2,750,000 (may change in final agreement)
Human Services Agency	Mission Office Safety Street Monitor Program	May 1, 2023 – June 30, 2025 (provisional; awarded but not yet executed)	\$2,079,458



GENERAL PLAN REFERRAL

March 7, 2024

Case No.: 2024-002004GPR
Block/Lot No.: 3504/029
Project Sponsor: San Francisco Department of Homelessness and Supportive Housing
Applicant: Joanne Park
San Francisco Department of Homelessness and Supportive Housing
joanne.park@sfgov.org
440 Turk Street
San Francisco, CA 94102
Staff Contact: Amnon Ben-Pazi – (628) 652-7428
Amnon.Ben-Pazi@sfgov.org

Recommended By: 
Joshua Switzky, Deputy Director of Citywide Policy for
Rich Hillis, Director of Planning

Recommendation: Finding the project, on balance, is **in conformity** with the General Plan

Project Description

The 33 Gough Cabins project (Project) proposes a temporary, low-barrier homeless shelter located in two vacant parking lots at 33 Gough Street. Shelter will be provided in the form of approximately 70 prefabricated cabins for unhoused individuals. Other improvements include community rooms, meeting rooms, clinic, storage facilities, guard shacks, restrooms and showers, and case management offices. The site will be leased by the City and County of San Francisco for 2 years with an option to extend for an additional year and operated by community-based organization contracted by the Department of Homelessness and Supportive Housing.

Section 2A.53 of the San Francisco Administrative Code requires a written report from the Planning Department to the Board of Supervisors on the consistency of the Project with the General Plan.

Environmental Review

The 33 Gough Cabins project is not subject to the California Environmental Quality Act (CEQA) pursuant to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

General Plan Compliance and Basis for Recommendation

As described below, the proposed Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies and Actions are in **Bold** font; staff comments are in *italic* font.

HOUSING ELEMENT

OBJECTIVE 1.C

ELIMINATE HOMELESSNESS.

Action 3.3.1

Expand the capacity of temporary shelter models that are low barrier and that incorporate housing-focused case management, such as non-congregate shelter options and Navigation Centers. Per HSH's forthcoming strategic plan, aim to increase temporary shelter investments, along with Permanent Supportive Housing and homelessness prevention investments to improve the rate of successful exits from homelessness to stable housing.

The Project would temporarily expand the capacity of the City's low-barrier non-congregant temporary shelter model. The Project would construct and operate a temporary cabin village providing shelter and services for unhoused individuals, with cabins and facilities for services including community rooms, meeting rooms, clinic, storage facilities, guard shacks, restrooms and showers, and case management offices.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The Project site does not include neighborhood-serving retail uses or spaces. The City's operation of a cabin village for temporary emergency housing at the Project site would not constitute a change of use that would impact existing neighborhood-serving retail uses and associated resident employment and ownership opportunities.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would have no effect on existing housing. The City's operation of a cabin village for temporary emergency housing would not constitute a change of use that would impact the cultural and economic

diversity of the surrounding neighborhood.

3. That the City's supply of affordable housing be preserved and enhanced;

The City's operation of a cabin village for temporary emergency housing at the Project site would have no effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The City's operation of a cabin village for temporary emergency housing will not increase commuter traffic or demands on neighborhood parking. Program guests and staff will primarily rely on public transportation and bicycles.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The Project would not include commercial office development and would have no effect on the City's industrial and service sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The Project's cabins would meet all applicable building code seismic requirements.

7. That the landmarks and historic buildings be preserved;

The Project would have no effect on the City's Landmarks and historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

The Project would have no effect on the City's parks and open space and their access to sunlight and vistas. Cabins would be less than 10 feet in height and would therefore not impact neighboring parks, open space, and access to sunlight and vistas.

Recommendation: Finding the project, on balance, is in conformity with the General Plan



MEMO

TO: Joanne Park, Department of Homelessness and Supportive Housing

FROM: Don Lewis, Senior Environmental Planner

DATE: March 7, 2024

PROJECT: 33 Gough Cabins

SUBJECT: Planning Department / Environmental Review Officer Concurrence
AB101 California Environmental Quality Act (CEQA) Determination

This memorandum is in response to a memorandum from the Department of Homelessness and Supportive Housing dated March 6, 2024 requesting Planning Department confirmation that no environmental review is required for the 33 Gough Cabins project. This shelter provides 70 prefabricated cabins for unhoused individuals. This memo confirms that the 33 Gough Cabins project is not subject to the California Environmental Quality Act (CEQA) pursuant to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

AB 101 provides that a low barrier navigation center that meets certain criteria and is located in a mixed-use zoning district or a non-residential zone that permits multifamily uses is a use by right and is not subject to CEQA (Government Code Section 65660(b)). A “use by right” is defined in Government Code Section 65583.2(i) to mean that the local government’s review of the use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” for purposes of CEQA.

The zoning designation for this site is Public (P). This zoning district could be classified as a “non-residential zone” because most of the allowed uses are non-residential. Further, the P zoning can be classified as permitting “multifamily uses” because homeless shelters serve multifamily populations. A homeless shelter that is owned, operated, or leased by the City and County of San Francisco is a principally permitted use in the P District on a permanent basis pursuant to Planning Code Section 211.1(b). Therefore, the 33 Gough Cabins project would be considered a principally permitted use in the P zoning district.

The memorandum dated March 6, 2024 from the Department of Homelessness and Supporting Housing explained how the 33 Gough Cabins project complies with the criteria set forth in AB 101. It meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the 33 Gough Cabins project is not subject to CEQA.



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 #: 240265

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Bryn Miller	415-279-0662
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Urban Alchemy	TELEPHONE NUMBER (415) 757-0896
STREET ADDRESS (including City, State and Zip Code) 255 Golden Gate Ave, San Francisco, CA 94102	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240265
DESCRIPTION OF AMOUNT OF CONTRACT \$11,575,467		
NATURE OF THE CONTRACT (Please describe) <p>The second amendment to the grant agreement between Urban Alchemy and the Department of Homelessness and Supportive Housing ("HSH") for shelter operations and services at the 33 Gough Cabin Program; extending the grant term by nine months from June 30, 2024, for a total term of December 1, 2021, through March 31, 2025; and increasing the agreement amount by \$2,146,990 for a total amount not to exceed \$11,575,467.</p>		

7. COMMENTS

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Whittle	Lola	Board of Directors
2	Davis	Darolyn	Board of Directors
3	Santacana	Eduardo	Board of Directors
4	Hope	Rob	Board of Directors
5	Tillard	Joss	Board of Directors
6	Lani	Shawn	Board of Directors
7	Sherrills	Aqeela	Board of Directors
8	Kornegay	Tim	Board of Directors
9	Miller	Lena	CEO
10	Anderer	Michael	CFO
11	wilson	Bayron	COO
12	Farming Hope		Subcontractor
13			
14			
15			
16			
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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
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27			
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38			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
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44			
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46			
47			
48			
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Miller, Bryn \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [Rolan, Christine \(HOM\)](#); [Schneider, Dylan \(HOM\)](#); [DeRuff, Henry \(BOS\)](#)
Subject: Mayor -- Resolution -- 33 Gough Second Amendment
Date: Tuesday, March 19, 2024 2:29:20 PM
Attachments: [Resolution - 33 Gough - Second Amendment.docx](#)
[Resolution - 33 Gough - Second Amendment - DocuSigned.pdf](#)
[Original Agreement - 33 Gough.pdf](#)
[First Amendment - 33 Gough.pdf](#)
[Proposed Second Amendment - 33 Gough.pdf](#)
[33 Gough Planning Letter 03.2024.pdf](#)
[33 Gough CEQA Determination Letter.pdf](#)
[Form 126 - 33 Gough.pdf](#)

Hello Clerks,

Attached is a Resolution approving the second amendment to the grant agreement between Urban Alchemy and the Department of Homelessness and Supportive Housing (“HSH”) for shelter operations and services at the 33 Gough Cabin Program; extending the grant term by nine months from June 30, 2024, for a total term of December 1, 2021, through March 31, 2025; increasing the agreement amount by \$2,146,990 for a total amount not to exceed \$11,575,467; authorizing HSH to enter into any amendments or other modifications to the agreement 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; and affirming the Planning Department's determination under the California Environmental Quality Act and adopting the Planning Department's findings that the program is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

Please note, Supervisor Mandelman is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org