

Board Item No. 19

Completed by:	Brent Jalipa	Date	September 18, 2025
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1 [Grant Agreement Amendment - Urban Alchemy - Shelter Services and Operations - 711 Post
2 Street - Not to Exceed \$27,594,252]

3 **Resolution approving the third amendment to the grant agreement between Urban**
4 **Alchemy and the Department of Homelessness and Supportive Housing (“HSH”) for**
5 **shelter services and operations at 711 Post Street; extending the grant term by six**
6 **months from September 30, 2025, for a total term of March 21, 2022, through March 31,**
7 **2026; increasing the agreement amount by \$4,879,570 for a total amount not to exceed**
8 **\$27,594,252; and authorizing HSH to enter into any amendments or other modifications**
9 **to the amendment that do not materially increase the obligations or liabilities, or**
10 **materially decrease the benefits to the City and are necessary or advisable to**
11 **effectuate the purposes of the Agreement.**

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

17 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 8,323
18 people experiencing homelessness in San Francisco on any given night, 52% of whom were
19 unsheltered; and

20 WHEREAS, The City is committed to maintaining, expanding and diversifying shelter
21 services for people living unsheltered in our community; and

22 WHEREAS, The nonprofit provider Urban Alchemy has extensive experiences
23 operating shelter programs; and

1 WHEREAS, In July 2022, HSH opened a new semi-congregate shelter program at 711
2 Post Street ("Program") which serves up to 250 adult guests experiencing homelessness
3 in 123 units; and

4 WHEREAS, HSH awarded the agreement to Urban Alchemy through the Department's
5 streamlined contracting authority for homeless services under Administrative Code,
6 Chapter 21.B; and

7 WHEREAS, In March 2022, HSH and Urban Alchemy entered into an Agreement for
8 the Program ("Original Agreement"); and

9 WHEREAS, The Original Agreement has a term of March 21, 2022, through June 30,
10 2024, and a not to exceed amount of \$18,736,820; and

11 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
12 Supervisors ("Clerk") in File No. 211306, which is hereby declared to be part of this Resolution
13 as if set forth fully herein; and

14 WHEREAS, In July 2024, HSH and Urban Alchemy entered into a First Amendment to
15 continue these services ("First Amendment"); and

16 WHEREAS, The First Amendment extended the term by 12 months from June 30,
17 2024, for a total term of March 21, 2022, through June 30, 2025, and increased the
18 agreement amount by \$3,509,506 for a new total amount not to exceed \$22,246,326; and

19 WHEREAS, The First Amendment is on file with the Clerk in File No. 240201, which is
20 hereby declared to be part of this Resolution as if set forth fully herein; and

21 WHEREAS, In July 2025, HSH and Urban Alchemy entered into a Second Amendment
22 to continue these services ("Second Amendment"); and

23 WHEREAS, The Second Amendment extended the term by three months from June
24 30, 2025, for a total term of March 21, 2022, through September 30, 2025, and increased the
25 agreement amount by \$468,356 for a new total amount not to exceed \$22,714,682; and

1 WHEREAS, The Second Amendment is on file with the Clerk in File No. 250896, which
2 is hereby declared to be part of this Resolution as if set forth fully herein; and

3 WHEREAS, The Program served 763 adults in Fiscal Year 2024-2025; and

4 WHEREAS, HSH intends to enter into a Third Amendment to continue these services
5 by extending the term six months through March 31, 2026, and increasing the maximum
6 expenditure by \$4,879,570 for a total amount not to exceed \$27,594,252 (the "Amendment");
7 and

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

10 RESOLVED, The proposed Amendment contained in File No. 250896, is substantially
11 in final form, with all materials terms and conditions included, and only remains to be executed
12 by the parties upon approval of this Resolution; and, be it

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

19 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
20 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
21 No. 250896; this requirement and obligation resides with the Department, and is for purposes
22 of having a complete file only, and in no manner affects the validity of approved Amendment.
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Recommended:

/s/_____

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

Item 11
File 25-0896

Department:
Homelessness & Supportive Housing

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the third amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Urban Alchemy for shelter services and operations at 711 Post Street, extending the grant term by six months to March 31, 2026 and increasing the not-to-exceed amount by \$4,879,570 for a total not to exceed \$27,594,252. The grant term initially began in February 2022 and ends September 30, 2025.

Key Points

- The Department has issued a corrective action plan to Urban Alchemy related to staffing above budgeted levels and overspending at 711 Post in FY 2024-25. The grantee attempted to pay for wage increases with savings from projected staff vacancies in FY 2024-25, resulting in a shortfall when vacancies were lower than expected. According to Department staff, a six-month extension is proposed in order to ensure that Urban Alchemy addresses five corrective actions for overspending first identified in July 2023 for two other Urban Alchemy programs funded by HSH.
- Urban Alchemy has been successful at operating the 711 Post shelter program: 763 adults were served in FY 2024-25 and the program achieved an average monthly occupancy rate of 96 percent in FY 2023-24 and FY 2024-25.

Fiscal Impact

- The proposed amended budget for FY 2025-26 includes a \$609,500 annualized one-time increase to partially support the shortfall that Urban Alchemy has identified in their budget for fringe benefits, insurance, and building maintenance. This additional amount is approximately half of the amount that Urban Alchemy estimated for its budget gap of \$1.2 million annualized.

Policy Consideration

- While Urban Alchemy has not met City financial standards, the organization has been successful at operating the program. Terminating the contract without sufficient time to identify a new provider would disrupt services. The Board may wish to: (1) request that HSH reprocure its shelter portfolio earlier than currently planned (October 2026) or identify a new provider for 711 Post pursuant to Administrative Code 21B; and (2) request that HSH provide an update on the status of the corrective action steps when they return to the Board of Supervisors to consider possible further extension of this contract.

Recommendation

- Approval of the proposed resolution is a policy matter for the Board of Supervisors.

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) any modifications of such contracts of more than \$500,000 are subject to Board of Supervisors approval.

BACKGROUND

In 2021, the Department of Homelessness and Supportive Housing (HSH) selected Urban Alchemy to operate a semi-congregate shelter at the Ansonia Hotel at 711 Post Street. The selection was made under Chapter 21B of the Administrative Code, which allows HSH to enter into and amend contracts for homeless services without competitive bidding until March 2029 or until the homeless Point in Time (PIT) count is below certain thresholds (Files 19-0047, 23-1129). In February 2022, the Board of Supervisors approved a new grant agreement with Urban Alchemy for a term of two years and five months, from February 2022 through June 2024, and an amount not to exceed \$18,736,820 (File 21-1306). In June 2024, the Board of Supervisors approved the first amendment to the grant agreement to extend the term for one year for a total term of March 21, 2022 through June 30, 2025 and increased the grant agreement amount by \$3,509,506 for a new total amount not to exceed \$22,246,326 (File 24-0201). In July 2025, HSH administratively approved the second amendment to the agreement to extend the term by three months from June 30, 2025 to September 30, 2025 and the grant was increased by \$468,356 for a new total amount not to exceed \$22,714,682. The amendment did not require Board of Supervisors approval because the change to not to exceed amount was less than \$500,000.

HSH intends to issue a request for proposals in October 2026 to reprocur the shelter portfolio and anticipates new agreements will begin in Spring 2027.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the third amendment to HSH's grant agreement with Urban Alchemy for shelter services and operations at 711 Post Street, extending the grant term by another six months to March 31, 2026 and increasing the not-to-exceed amount by \$4,879,570 for a total not to exceed \$27,594,252. The proposed resolution would also authorize HSH to enter into further immaterial amendments to the grant agreement.

Services Provided

Under the grant agreement, Urban Alchemy provides shelter operations and support services at 711 Post Street. The building has 123 units and initially served up to 250 clients. Beginning in January 2025, Urban Alchemy was asked to temporarily (for approximately 14 months) increase its capacity by 30 beds to maintain shelter capacity during the rehabilitation of another shelter. Urban Alchemy leases the property, and HSH provides rent reimbursement through the grant. Operations services include facility maintenance, vendor services, reservations,

accommodations, storage, entry and exit, and laundry. Support services include intake, orientation, assessment, referrals and coordination of services, document readiness, and support groups, social events, and organized activities. Services are provided 24 hours a day, seven days a week.

The grant is proposed to fund 59.59 full-time equivalent (FTE) positions in FY 2025-26.

Target Population

The target population is single adults 18 years and older who are experiencing homelessness. In FY 2024-25, the program served 763 adults, according to the proposed resolution.

Performance and Fiscal Monitoring

The FY 2024-25 performance monitoring by HSH found that Urban Alchemy had met all service and outcome objectives except the objective related to achieving 60 percent average guest attendance at monthly in-house community meetings. On that measure, Urban Alchemy was found to achieve an average of 13 percent guest attendance. We note that the proposed third amendment to the grant agreement amends the service and outcome objectives to standardize performance measures across similar program types and removes the service objective related to guest attendance at community meetings.

HSH Corrective Action Plans

In the past two fiscal years—FY 2023-24 and FY 2024-25—the Department has issued corrective action plans to Urban Alchemy related to actual staffing above budgeted levels and overspending. According to Department staff, a six-month extension is proposed in order to ensure that Urban Alchemy addresses five corrective action steps for overspending.

In July 2023, HSH reviewed invoices for five programs operated by Urban Alchemy in FY 2022-23, including the shelter program at 711 Post. The review found that two of the five Urban Alchemy programs requested reimbursement for staffing levels beyond those authorized by HSH, including the Safe Parking Program at Candlestick Park which requested an additional \$125,833 (of which, HSH approved \$36,103) and the Tenderloin Center, which overspent by \$55,696.¹ HSH also found Urban Alchemy did not consistently pay vendors on time, submitted invoices for ineligible expenses, incorrect amounts, and with insufficient documentation. HSH requested five corrective actions, as listed below.

- 1) Develop an internal staffing schedule that reflects the budgeted full-time equivalent (FTE) staff;
- 2) Regularly and proactively monitor spending against budget, to observe and address variances before they lead to overspending;
- 3) Seek written prior approval before incurring staffing costs beyond what is budgeted;

¹ The Tenderloin Center was a temporary site to reduce overdose deaths and increase connections to services; it closed in December 2022.

- 4) Provide HSH with a detailed written policy for circumstances in which overtime is approved, and its procedure for covering staff vacancies during illness or time off; and
- 5) Demonstrate that the Urban Alchemy program and finance leadership are regularly reviewing spending against budget internally, particularly when it comes to staffing, and taking action as needed to stay within the approved budget.

HSH issued the above corrective action in July 2023 and completed a review of Urban Alchemy's response in December 2023. HSH did not provide our office information about this process when we reviewed the May 2024 extension of this grant.

Due to overspending at 711 Post in FY 2024-25, HSH reopened the five corrective action steps listed above and requested a response from Urban Alchemy by July 11, 2025. According to a June 26, 2025 letter from HSH to Urban Alchemy, in March 2025, Urban Alchemy reported a gap of more than \$800,000 in their FY 2024-25 program budget due to the organization providing increases in staff wages without a cost of doing business increase for the program. In a letter to HSH, Urban Alchemy stated it knowingly increased staff compensation beyond what the City's grant could support "to maintain service quality and reduce risk to both our guests and staff." The grantee attempted to pay for the wage increases with savings from staff vacancies (despite guidance from HSH not to fund the wage increases this way). Staff vacancies were lower than projected, resulting in the shortfall. The roughly \$800,000 of projected overspending represents 10.5 percent of the total FY 2024-25 original budget of \$7,633,723. In May 2025, HSH approved a partial funding increase of \$336,000, bringing the overall budget to \$7,969,723 for FY 2024-25. The overspending incurred by Urban Alchemy does not comply with grant agreement terms related to the use of grant funds for eligible expenses and to maintain spending within the approved grant budget.

Fiscal and Compliance Monitoring

In FY 2024-25, the Citywide Fiscal and Compliance Monitoring conducted in May 2025 identified three findings, including two that were unresolved according to the July 2025 Final Status Letter. These findings relate to the provider's fiscal management and have been found in multiple fiscal years, as listed below.

- 1) Provider was found to have 15 days of operating cash rather than 30 days, which is a best practice for liquidity and risk management. This finding was reported in prior fiscal years, including FY 2020-21, FY 2022-23, and FY 2023-24.
- 2) Exempt employees' time is allocated to grants based on a proration of the grant budget to a regional or agency pool, rather than a time study—which is a specific, formal process used to account for and justify how employee time is allocated to properly account for costs. This finding was reported in FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24, and the Controller's Office is currently assisting Urban Alchemy to develop a time study for allocating exempt employees' time.

Based solely on the two fiscal monitoring findings above (and not the findings related to overspending and invoicing noted above), in August 2025, the Controller's Office initiated the process to designate Urban Alchemy as a "Tier 2" organization which indicates an "increased risk

to public funds and client services.” Tier 2 organizations must participate in City monitored technical assistance.

FISCAL IMPACT

The proposed third amendment would increase the not-to-exceed amount of the grant by \$4,879,570, for a total not to exceed \$27,594,252. Budgeted and actual grant expenditures by year are shown in Exhibit 1 below.

Exhibit 1: Budget and Actual Expenditures by Year

Year	Budget
Year 1 (FY 2021-22) Actual	\$0
Year 2 (FY 2022-23) Actual	5,928,777
Year 3 (FY 2023-24) Actual	6,532,128
Year 4 (FY 2024-25) Actual	7,969,723
July 1, 2025 - March 31, 2026, Projected	6,229,238
Total Budget	26,659,866
15% Contingency for FY 2025-26	934,386
Total Not-to-Exceed Amount	\$27,594,252

Source: Proposed Grant Agreement

Note: HSH approved a budget increase of \$568,624 in FY 2024-25, including \$232,624 in one-time funding to support the temporary increase of 30 beds at 711 Post to maintain shelter capacity while another shelter underwent rehabilitation, and \$336,000 to partially cover unauthorized overspending for salary, insurance, and building maintenance incurred by Urban Alchemy.

There were no expenditures reported in grant Year 1 because the shelter at 711 Post Street did not open until July 2022. According to HSH staff, as of July 2025, \$21,098,694 (approximately 93 percent) has been spent of the not to exceed amount of \$22.7 million under the existing contract.

The grant is funded by the state’s Homeless Housing Assistance and Prevention (HHAP) program, which makes grant allocations to cities, counties, and continuums of care to prevent and end homelessness in their regions. According to the Department, this state source of funding does not provide an annual cost of doing business increase, as is typical for shelter programs funded by local General Fund. Proposition C funded a small share of start-up costs in FY 2022-23 of \$69,500.

The breakdown of grant expenditures for FY 2025-26 is shown in Exhibit 2 below. The proposed budget of \$6.2 million is for nine months and is equal to \$8.3 million annualized, which is approximately 4.2 percent greater than the FY 2024-25 budget.

Exhibit 2: Breakdown of Grant Expenditures for FY 2025-26 (July 1 – March 31)

Expenditure	Amount
Salaries & Benefits	\$3,463,792
Operating Expenses	536,244
<i>Subtotal</i>	4,000,036
Indirect Cost (15%)	600,005
Other Expenses	1,629,195
Total	\$6,229,238

Source: Proposed Grant Agreement

The proposed amended budget for FY 2025-26 includes a \$609,500 annualized one-time increase to partially support the shortfall that Urban Alchemy has identified in their budget for fringe benefits, insurance, and building maintenance, according to HSH staff. This additional amount is approximately half of the amount that Urban Alchemy estimated for its budget gap of \$1.2 million annualized.

POLICY CONSIDERATION

HSH monitoring and Citywide fiscal and compliance monitoring of Urban Alchemy have identified serious financial management deficiencies, particularly the lack of time studies to justify staff time allocated to City grant agreements and unauthorized overspending in violation of grant agreement terms for three programs—the Safe Parking Program at Candlestick Park and Tenderloin Center in FY 2022-23 and the 711 Post shelter program in FY 2024-25. The five corrective actions identified in July 2023 were reopened after overspending reoccurred at 711 Post in FY 2024-25. While the organization has not met City financial standards, Urban Alchemy has been successful at operating the 711 Post shelter program: 763 adults were served in FY 2024-25 and the program achieved an average monthly occupancy rate of 96 percent in FY 2023-24 and FY 2024-25. Terminating the contract without sufficient time to identify a new provider for the site would disrupt services. However, given the repeat fiscal and budget management findings, approval of the proposed grant extension for another six months is a policy matter for the Board of Supervisors.

The City should consider reducing spending on agreements with this provider until they come into compliance with the City's financial standards. The Board may wish to: (1) request that HSH reprocur its shelter portfolio earlier than currently planned (October 2026) or identify a new provider for 711 Post pursuant to Administrative Code 21B (which allows for HSH to procure homeless service providers without competitive solicitations); and (2) request that HSH provide an update on the status of the corrective actions when they return to the Board of Supervisors to consider possible further extension of this contract.

RECOMMENDATION

Approval of the proposed resolution is a policy matter for the Board of Supervisors.



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Greg Wagner
Controller

ChiaYu Ma
Deputy Controller

MEMORANDUM

TO: Dr. Lena Miller, CEO, Urban Alchemy
Shireen McSpadden, Executive Director, Department of Homelessness and Supportive Housing
Anne Taupier, Executive Director, Office of Economic and Workforce Development
Trent Rhorer, Executive Director, Human Services Agency

FROM: Greg Wagner, Controller

DATE: August 21, 2025

CC: Melek Totah, CFO, Urban Alchemy
Daniel Kaplan, Deputy Director Finance and Administration, Human Services Agency
Gigi Whitley, Chief of Finance and Administration, Homelessness and Supportive Housing
Merrick Pascual, Chief Financial Officer, Office of Economic and Workforce Development
Katie Derrig, Lead Monitor, Department of Homelessness and Supportive Housing
Yazmin Escorcia, Monitor, Office of Economic and Workforce Development
Gary Hong, Monitor, Human Services Agency
Natasha Mihal, City Performance Director
Laura Marshall, Citywide Nonprofit Policy Manager, City Performance
Jontae Clapp, Nonprofit Monitoring Specialist, City Performance

SUBJECT: **Corrective Action Designation –Tier 2 Status – Urban Alchemy**

Citywide Nonprofit Monitoring and Capacity Building Program

In the Fiscal Monitoring Program, City departments perform joint fiscal and compliance monitoring of nonprofit contractors to ensure contractors doing business with the City are stable and in good financial health. When contractors do not meet the fiscal and compliance standards developed by the Controller's Office and City departments, a Citywide Nonprofit Corrective Action Policy¹ guides the City's response. The Controller's Office published an update to the Citywide Nonprofit Corrective Action Policy in December 2024, and we have performed a review of criteria and designations

¹ Corrective Action Policy: <https://www.sf.gov/file/corrective-action-policy>

according to that policy framework. One outcome of the policy includes designating a nonprofit contractor to “Tier 2.”

Purpose and Process of a Tier 2 Designation

The emphasis of a Tier 2 designation is on creating an action plan with milestones to develop sound fiscal and management practices paired with the provision of necessary technical assistance. While a Tier 2 designation cannot be the sole reason for de-funding, City departments may continue to use considerations of a contractor’s financial performance as a factor in future contract award decisions. Additionally, if the nonprofit is unresponsive to technical assistance and remains out of compliance with monitoring requirements, the designation may be heightened to Tier 3, for which de-funding is an option.

The Controller’s Office or funding departments may propose a nonprofit be placed on Tier 2 status based on specific monitoring findings that meet criteria or in cases where the nonprofit’s programmatic, administrative and financial management practices cause significant risk to sustainable service delivery. The Controller’s Office makes a final determination about whether a contractor meets criteria for Tier 2. Once designated, participating departments and the Controller’s Office work with the nonprofit to develop an action plan, and the nonprofit remains on Tier 2 until the milestones and benchmarks developed through the action plan have been met. The Controller’s Office conducts a re-assessment at the end of each fiscal monitoring cycle or may review the nonprofit’s designation at other points in the year based on timelines established in the action plan. The Controller’s Office also includes the nonprofit on a list of nonprofits with a corrective action designation in its annual report released in December.

Tier 2 Designation for Urban Alchemy

In the FY24-25 fiscal monitoring review, Urban Alchemy had two findings where the agency did not meet the City’s financial and administrative standards, including one finding that is criteria for Tier 2 designation. Urban Alchemy was found not in conformance for payroll as Urban Alchemy is required to have a time study since it does not use functional timesheets but has employees who split time among multiple programs. This is the second year in which this is a finding for Urban Alchemy, which is criteria for Tier 2.

Based on FY24-25 monitoring results and concerns raised by funding departments, the Controller’s Office identified the financial and organizational health of Urban Alchemy may be at risk and require further assistance and coordinated oversight by City funders and the Controller’s Office. In consultation with funding departments, the Controller’s Office will designate Urban Alchemy to Tier 2 to address the issues above.

Next Steps

City departments funding Urban Alchemy recognize the value of the services this organization provides to the community and want to ensure it has the tools it needs to maintain these services for years to come. The Tier 2 designation will allow the City to monitor Urban Alchemy as it makes improvements to its financial position and to provide coaching and support to the agency on issues of governance, financial planning, and business model development.

If Urban Alchemy has any supporting materials and documentation that address the identified findings leading to Tier 2 designation, please contact the Controller's Office and provide the supporting documentation no later than Thursday, September 4, 2025. If the organization can provide valid and complete documentation to address the findings that are criteria for Tier 2 designation within the time provided, the Controller's Office will consider this information and may lower or remove the designation. Please contact Jontae Clapp at Jontae.Clapp@sfgov.org and copy Laura Marshall at Laura.Marshall@sfgov.org to provide materials and/or discuss what may be needed.

In the coming weeks, the Controller's Office staff will be in contact to discuss the necessary corrective actions to address the Tier 2 designation. City partners are looking forward to collaborating throughout this process and aiding in its resolution. For more information about the Tier 2 designation and process, please contact Jontae Clapp at Jontae.Clapp@sfgov.org.

Urban Alchemy		
FY24-25 Monitoring Type		Expanded
FY24-25 Funding Departments (participating in joint monitoring)		HSH, OEWD, HSA
Supervisor District		#5 Bilal Mahmood
Total FY24-25 Unresolved Findings		2
Findings Meeting Tier 2 Criteria <i>(orange in table below)</i>		1
Findings Meeting Tier 1 Criteria <i>(blue in table below)</i>		0
FY24-25 Monitoring Results for Urban Alchemy		
Category	Standard	Final Status
Payroll	Timesheets: If employee time is paid by more than one source, it is recorded by funding source or program on timesheets, or tracked separately via time study	Not Yet In Conformance
Audited Financial Statements	In current audit, agency has at least 30 days of operating cash	Not Yet In Conformance

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

**THIRD AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
URBAN ALCHEMY**

THIS AMENDMENT of the **March 21, 2022** Grant Agreement (the "Agreement") is dated as of **October 1, 2025** 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 San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to update the Agreement in order to extend the grant term by six months; and

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

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

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

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

- (a) "Agreement" shall mean the Agreement dated **March 21, 2022** between Grantee and City; and **First Amendment**, dated **July 1, 2024**, and **Second Amendment**, dated **July 1, 2025**.

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

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

3.2 Duration of Term. The term of this Agreement shall commence on **March 21, 2022** and expire on **September 30, 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.

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

3.2 Duration of Term. The term of this Agreement shall commence on **March 21, 2022** and expire on **March 31, 2026** unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Two Million Seven Hundred Fourteen Thousand Six Hundred Eighty Two (\$22,714,682)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Hundred Seven Thousand Six Hundred Forty One Dollars (\$207,641)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

- (c) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Seven Million Five Hundred Ninety Four Thousand Two Hundred Fifty Two Dollars (\$27,594,252)**.
- (d) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Nine Hundred Thirty Four Thousand Three Hundred Eighty Six Dollars (\$934,386)** is included as a contingency amount and is neither to be used in the Budget attached to this

Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- 2.3 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

Appendix A, Services to be Provided (dated October 1, 2025)
Appendix B, Budget (dated October 1, 2025)
Appendix C, Method of Payment (dated July 1, 2025)
Appendix D, Interests in Other City Grants (dated October 1, 2025)

- 2.4 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated October 1, 2025) for the period of October 1, 2025 to March 31, 2026.
- 2.5 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated October 1, 2025) for the period of March 21, 2022 to March 31, 2026.
- 2.6 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 October 1, 2025).

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 Date
Executive Director

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

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke Date
Deputy City Attorney

Appendix A, Services to be Provided
by
Urban Alchemy
711 Post (Ansonia Hotel)

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter operations and support services to the served population.

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

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and utilize the referral system required by the City.

IV. Description of Services

A. Stewardship of the Lease:

1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.

- B. Shelter Operations:** Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget ("Number Served" tab). The City may require Grantee to serve fewer guests to maintain the health and safety of guests in accordance with City requirements. In the future, the City may request that Grantee serve additional guests to maximize capacity at the site.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. **Facility Maintenance:** Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.

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).

2. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (Wi-Fi).
 3. Reservations: Grantee shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.
 4. Accommodations: Grantee shall provide clean bedding according to the Shelter Standards of Care.
 5. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receipt, and tracking meal use by guests.
 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 7. Entry and Exit: Grantee shall monitor guest entry and exit through guest records.
 8. Laundry: Grantee shall provide laundry services for bedding and towels at least weekly, and with each turn-over of the guest assigned to a specific bed.
- C. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- D. Shelter Support Services: Support Services should include, but are not limited to the following:
1. Intake: Grantee shall conduct an intake process to collect information from guests necessary to determine and document guest identification and stay information, and make any updates. The intake shall include a program orientation outlining the services available on site and program parameters, including rules. The intake shall also include executing consent forms that allow for the exchange of guest information with program partners, including the data tracking partners for purposes of program analysis.
 2. Assessment and Individual Service Plan: Grantee shall conduct a support services assessment to identify and document guest needs. Grantee shall create service plans based on intake and assessment information. Service plans shall include issues identified by the guest and prioritize key issues, particularly those

identified by HSH and the placement referral sources, which are the focus during the guest's stay.

3. Engagement: Grantee shall actively engage with guests to support their connection to services identified in the individual service plan and create a regular schedule of outreach to guests to check on the guest's progress on their individual service plans to obtain housing stability. Grantee shall provide outreach to guests and offer onsite services and/or referrals to all guests who display indications of placement instability. This includes but is not limited to discontinuance from public benefits, services identified in the individual service plan, rule violations or warnings, and conflicts with staff or other shelter guests.
4. Case Management: Grantee shall provide ongoing meetings and counseling services with guests to establish goals, support individualized action and service plans, and track progress toward meeting the goals. Grantee shall assist Housing Referral Status guests in applying for and securing documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification documents, income and homelessness verifications, and others as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the Online Navigation and Entry (ONE) System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when guests show signs of lack of progress in acquiring necessary documentation.
5. Benefits Navigation: Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible guests to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. As needed, HSA will outstation San Francisco Benefit Net (SFBN) and CAAP Eligibility Workers (EWs) at shelter sites with the goals of fully integrating benefits enrollment services into the shelter on-site services to approve guests for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs when present at the site. Grantee shall assist guests with attending appointments related to HSA benefits applications and maintaining eligibility for established benefits.
6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance with HSH policy to assess guest safety when there is reason to believe the guest is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Guest Activities:
 - a. Grantee shall provide guests with opportunities to participate in organized gatherings for peer support to share and gain information from presenters and each other, form social connections with other guests, and to

- celebrate/commemorate significant individual guest achievements, holiday and community events. Grantee shall post a monthly calendar of events.
 - b. Grantee shall conduct monthly community meetings for guests during which guests may raise and discuss concerns and share program ideas/reforms.
 - c. Grantee shall provide community service, training, and/or employment opportunities to guests in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
- a. Grantee shall link guests in Problem-Solving status to HSH Access Points, in order for the guests to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any guests who display indications of difficulty getting to an HSH Access Point.
 - b. Grantee shall assist guests to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with guests regarding the process, and, as necessary, re-referral.
 - c. Grantee shall escort guests to critical off-site appointments, particularly those related to benefits and exit placements, and support guests to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist guests in getting to critical appointments.
9. Exit Planning: Grantee shall provide exit planning to guests preparing to leave the shelter for any number of reasons, including but not limited to guests moving into permanent supportive housing, guests about to be issued a Denial of Service (DOS), and guests who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit their shelter program.

V. Location and Time of Services

Grantee shall provide services at 711 Post Street, San Francisco, CA 94109. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its guests. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their

ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee under the Grant Plan, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.

B. Shelter Expansion:

1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within 24 hours' notice, although HSH will attempt to give more advance notice whenever possible.

C. Staffing and Volunteers:

1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
3. Grantee shall provide at least one front line staff at each site for each shift that is fluent in both English and Spanish and who is able to conduct business in both languages.
4. Grantee shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.
5. Grantee shall maintain a minimum 1:25 ratio of case management staff to guests.
6. Grantee shall perform wellness and/or emergency safety checks on a regular basis in accordance with HSH Policy to assess a guest's safety, including immediate and substantial risk due to a medical and/or psychiatric emergency.

7. Grantee shall obtain and maintain all required staff health screenings and certifications, including but not limited to, staff Tuberculosis testing; CPR/First Aid; and AED certification.
- D. Staff Training: Grantee shall ensure that staff and volunteers receive training and development, including but not limited to training on de-escalation and safety, guest engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for guests and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- E. 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 guests and households 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>.
- F. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 3. Regular patrol of the site and surrounding program area, including street frontage on both sides of Post, 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.
- G. Critical Incident: 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.
- H. Record Keeping and Files:

1. Grantee shall maintain confidential guest files for guests, active and previously active, and support service usage.
2. 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.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

I. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

1. Provide meals for guests following the menu pattern developed in consultation with DPH. Meals shall meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietitian (RD) annually to meet the established menu pattern, portion sizes, and vegetarian and religious/diet accommodations;
2. Partner with DPH RD to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by DPH;
3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted;
4. Track usage by guest, as well as overall meal distribution;
5. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
6. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

J. Facilities

Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly. Grantee shall ensure that janitorial services shall occur regularly, per shift.

1. Grantee shall respond to all facility-related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
2. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, including, but not limited to,

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

3. 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.
4. As the full-time operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies for the Grantee's Facilities Manager and maintenance staff.

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

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

6. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.
 7. Grantee shall implement management practices necessary to ensure that staff and guests maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
 8. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
 9. Grantee will conduct at minimum three daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
 10. Grantee shall immediately report to SF Homeless Outreach Team (SFHOT) or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
 11. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
 12. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
 13. Grantee will report graffiti in the immediate area to 311.
 14. Grantee shall retain one General Practitioner to actively monitor both sides of Post Street 24 hours per day, seven days per week.
- L. Feedback, Complaint and Follow-up Policies
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
1. 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.

M. 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. Attendance at the Shelter Grievance Advisory Committee meetings.
7. Adherence to the Shelter Grievance Ordinance, Policy, and Regulations, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
8. Adherence to the City service/companion/support animal policy; and
9. 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 DPH.
10. When applicable, adherence to all State and local COVID safety mandates and guidelines.

- N. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.

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

- P. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a

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

provision that guests are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

- Q. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- R. Data Standards:
1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.
 2. Data entered in the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards.
 3. Grantee shall enter data into the ONE System but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
- S. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- T. 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 tenant-centered, low-barrier access to housing and services.
- U. Confidentiality:
1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH,

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.

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

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Grantee shall maintain an average occupancy rate of at least 90 percent.
- C. Grantee shall create an individualized service plan for a minimum of 95 percent of guests within two weeks of intake. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow-up on these service plans will be documented in the guest's record.

- D. Grantee shall provide bed turnover services within 24 hours to 100 percent of beds needing turnover.
- E. A minimum of 50 percent of the guests onsite during the quarterly satisfaction survey distribution period shall complete the survey instrument approved by HSH.
- F. A minimum of 90 percent of guests with referral needs will have services documented in the ONE System addressing benefits, employment, health, and related transportation support if needed.
- G. A minimum of 95 percent of shelter staff shall complete training required by HSH within six months of hire and annually thereafter.
- H. A minimum of 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 a quarterly satisfaction survey shall rate the treatment of staff, connection to services, and safety as good or excellent.
- B. A minimum of 90 percent of guests shall be known to Coordinated Entry (defined as having received an up-to-date Coordinated Entry assessment) within 60 days of intake.
- C. A minimum of 80 percent of Housing Referral Status guests will receive support gathering and uploading vital documents into ONE system and meet document readiness standards within six months of initial intake.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- 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 monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- D. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly

metrics in the CARBON database by the 15th of the month following the end of the quarter.

- E. 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.
- F. 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.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. 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.

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

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																														Page 1 of 6						
2	APPENDIX B, BUDGET																																				
3	Document Date	10/1/2025																																			
4	Contract Term	Begin Date	End Date	Duration (Years)																																	
5	Current Term	3/21/2022	9/30/2025	4																																	
6	Amended Term	3/21/2022	3/31/2026	5																																	
7	Provider Name	Urban Alchemy																																			
8	Program	711 Post (Ansonia Hotel)																																			
9	FSP Contract ID#	1000023929																																			
10	Action (select)	Amendment																																			
11	Effective Date	10/1/2025																																			
12	Budget Name	Prop C & HHAP - Shelter																																			
13		Current	New																																		
14	Term Budget	\$ 22,507,041	\$ 26,659,866	4%																																	
15	Contingency	\$ 207,641	\$ 934,386																																		
16	Not-To-Exceed	\$ 22,714,682	\$ 27,594,252																																		
17					Year 1	Year 2	Year 3	Year 4	Year 5			All Years																									
18					3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 9/30/2025	7/1/2025 - 3/31/2026	7/1/2025 - 3/31/2026	3/21/2022 - 9/30/2025	3/21/2022 - 3/31/2026	3/21/2022 - 3/31/2026																							
19					Actuals	Actuals	Actuals	Current	Current	Amendment	New	Current	Amendment	New																							
20	Expenditures																																				
21	Salaries & Benefits	\$ 622,118	\$ 3,736,199	\$ 4,051,048	\$ 4,463,967	\$ 1,154,597	\$ 2,309,195	\$ 3,463,792	\$ 14,027,929	\$ 2,309,195	\$ 16,337,124																										
22	Operating Expense	\$ 71,168	\$ 546,065	\$ 446,475	\$ 589,611	\$ 191,953	\$ 344,291	\$ 536,244	\$ 1,845,272	\$ 344,291	\$ 2,189,563																										
23	Subtotal	\$ 693,286	\$ 4,282,264	\$ 4,497,523	\$ 5,053,578	\$ 1,346,550	\$ 2,653,486	\$ 4,000,036	\$ 15,873,201	\$ 2,653,486	\$ 18,526,687																										
24	Indirect Percentage	\$ 0	15.00%	15.00%	15.00%	15.00%		15.00%																													
25	Indirect Cost (Line 22 X Line 23)	\$ 103,994	\$ 642,456	\$ 674,546	\$ 758,037	\$ 201,983	\$ 398,023	\$ 600,005	\$ 2,381,015	\$ 398,023	\$ 2,779,038																										
26	Other Expenses (Not subject to indirect %)	\$ (879,750)	\$ 1,004,056	\$ 1,360,059	\$ 2,137,459	\$ 527,878	\$ 1,101,317	\$ 1,629,195	\$ 4,149,703	\$ 1,101,317	\$ 5,251,020																										
27	Capital Expenditure	\$ 82,470	\$ -	\$ -	\$ 20,650	\$ -	\$ -	\$ -	\$ 103,120	\$ 0	\$ 103,120																										
28	Total Expenditures	\$ (0)	\$ 5,928,777	\$ 6,532,128	\$ 7,969,724	\$ 2,076,411	\$ 4,152,826	\$ 6,229,237	\$ 22,507,040	\$ 4,152,826	\$ 26,659,866																										
29																																					
30	HSH Revenues (select)																																				
31	Prop C	\$ 972,693																																			
32	Homeless Housing, Assistance and Prevention Program (HHAP) Round 3		\$ 6,966,120	\$ 7,284,620					\$ -	\$ 14,250,740	\$ -	\$ 14,250,740																									
33	Prop C - One-time Carry Forward		\$ 69,500						\$ -	\$ 69,500	\$ -	\$ 69,500																									
34	Adjustment to Actuals	\$ (972,693)	\$ (1,106,844)	\$ (752,492)						\$ -	\$ (2,832,029)	\$ -	\$ (2,832,029)																								
35	Homeless Housing, Assistance and Prevention Program (HHAP) - Ongoing				\$ 7,401,099	\$ 1,857,643	\$ 3,715,285	\$ 5,572,928	\$ 9,258,742	\$ 3,715,285	\$ 12,974,027																										
36	Homeless Housing, Assistance and Prevention Program (HHAP) - One-Time				\$ 568,624	\$ 218,770	\$ 437,541	\$ 656,311	\$ 787,394	\$ 437,541	\$ 1,224,935																										
37									\$ -	\$ -	\$ -																										
38	Total HSH Revenues	\$ 0	\$ 5,928,777	\$ 6,532,128	\$ 7,969,723	\$ 2,076,413	\$ 4,152,826	\$ 6,229,238	\$ 22,507,041	\$ 4,152,826	\$ 26,659,866																										
39	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																										
40																																					
41	Prepared by	Finnegan Budetti																																			
42	Phone	(415) 691-1773																																			
43	Email	finneganbudetti@urban-alchemy.us																																			
44					NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.																																
45	Template last modified	9/1/2021																																			

	A	F	M	T	AA	AD	AE	AF	AG	AH	AI	AJ	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														Page 2 of 6
2	SALARY & BENEFIT DETAIL														
3	Document Date	10/1/2025													
4	Provider Name	Urban Alchemy													
5	Program	711 Post (Ansonia Hotel)													
6	FSP Contract ID#	1000023929													
7	Budget Name	Prop C & HHAP - Shelter													
8		Year 1	Year 2	Year 3	Year 4	Year 5						All Years			
9	POSITION TITLE	3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	Agency Totals		For HSH Funded program		7/1/2025 - 9/30/2025	7/1/2025 - 3/31/2026	7/1/2025 - 3/31/2026	3/21/2022 - 9/30/2025	3/21/2022 - 3/31/2026	3/21/2022 - 3/31/2026
10		Actuals	Actuals	Actuals	Current					Current	Amendment	New	Current	Amendment	New
11		Budgeted Salary	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
12	CEO	\$ 1,181	\$ 3,300	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 4,481	\$ -	\$ 4,481	
13	COO	\$ 1,369	\$ 3,740	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 5,109	\$ -	\$ 5,109	
14	Contracts Manager	\$ 1,128	\$ 3,000	\$ 2,300	\$ -	\$ -				\$ -	\$ -	\$ 6,428	\$ -	\$ 6,428	
15	Operations Manager	\$ 3,340	\$ 13,520	\$ 15,600	\$ 3,068	\$ -				\$ -	\$ -	\$ 35,528	\$ -	\$ 35,528	
16	Operations Specialist	\$ 2,614	\$ 9,734	\$ 9,734	\$ -	\$ -				\$ -	\$ -	\$ 22,082	\$ -	\$ 22,082	
17	Program Compliance & Data Reporting M	\$ 3,351	\$ 12,480	\$ 12,480	\$ -	\$ -				\$ -	\$ -	\$ 28,311	\$ -	\$ 28,311	
18	Director Care Coordination	\$ 4,468	\$ 16,640	\$ 16,640	\$ 29,722	\$ -				\$ -	\$ -	\$ 67,469	\$ -	\$ 67,469	
19	Program Director	\$ 17,871	\$ 65,000	\$ 65,000	\$ 73,863	\$ 73,000	1.00	100%	1.00	\$ 18,250	\$ 36,500	\$ 54,750	\$ 239,984	\$ 36,500	\$ 276,484
20	Care Coordinator	\$ 67,016	\$ 455,000	\$ 585,000	\$ 555,567	\$ 65,000	9.80	100%	9.80	\$ 159,250	\$ 318,500	\$ 477,750	\$ 1,821,833	\$ 318,500	\$ 2,140,333
21	Program Supervisor	\$ 40,656	\$ 157,248	\$ 157,248	\$ 178,003	\$ 65,000	2.80	100%	2.80	\$ 45,500	\$ 91,000	\$ 136,500	\$ 578,655	\$ 91,000	\$ 669,655
22	Program Supervisor - Night Shift	\$ 13,140	\$ 81,536	\$ 81,536	\$ 92,821	\$ 67,080	1.40	100%	1.40	\$ 23,478	\$ 46,956	\$ 70,434	\$ 292,511	\$ 46,956	\$ 339,467
23	General Practitioner	\$ 148,189	\$ 827,341	\$ 896,896	\$ 1,312,170	\$ 49,920	21.86	100%	21.86	\$ 272,836	\$ 545,672	\$ 818,508	\$ 3,457,432	\$ 545,672	\$ 4,003,104
24	Security Practitioner	\$ 20,440	\$ 128,128	\$ 128,128	\$ 151,405	\$ 49,920	2.80	100%	2.80	\$ 34,944	\$ 69,888	\$ 104,832	\$ 463,045	\$ 69,888	\$ 532,933
25	Maintenance Practitioner	\$ 40,880	\$ 256,256	\$ 256,256	\$ 297,618	\$ 49,920	5.60	100%	5.60	\$ 69,888	\$ 139,776	\$ 209,664	\$ 920,898	\$ 139,776	\$ 1,060,674
26	General Practitioner - Night Shift	\$ 42,826	\$ 334,880	\$ 401,856	\$ 501,977	\$ 52,000	9.53	100%	9.53	\$ 123,902	\$ 247,804	\$ 371,706	\$ 1,405,442	\$ 247,804	\$ 1,653,246
27	Security Practitioner - Night Shift	\$ 10,707	\$ 66,976	\$ 66,976	\$ 77,951	\$ 52,000	1.40	100%	1.40	\$ 18,200	\$ 36,400	\$ 54,600	\$ 240,809	\$ 36,400	\$ 277,209
28	Maintenance Practitioner - Night Shift	\$ 21,413	\$ 133,952	\$ 66,976	\$ 79,616	\$ 52,000	1.40	100%	1.40	\$ 18,200	\$ 36,400	\$ 54,600	\$ 320,157	\$ 36,400	\$ 356,557
29	Facilities Manager	\$ 9,733	\$ 65,000	\$ 65,000	\$ 68,652	\$ 73,000	1.00	100%	1.00	\$ 18,250	\$ 36,500	\$ 54,750	\$ 226,636	\$ 36,500	\$ 263,136
30	Care Coordinator Supervisor	\$ -	\$ 70,720	\$ 70,720	\$ 75,000	\$ 75,000	1.00	100%	1.00	\$ 18,750	\$ 37,500	\$ 56,250	\$ 235,190	\$ 37,500	\$ 272,690
53		\$ 450,321	\$ 2,704,451	\$ 2,898,346	\$ 3,497,433	TOTAL SALARIES				\$ 821,448	\$ 1,642,897	\$ 2,464,345	\$ 10,372,000	\$ 1,642,897	\$ 12,014,897
54						TOTAL FTE		59.59							
55		38.15%	38.15%	39.77%	27.64%	FRINGE BENEFIT RATE		40.56%				40.56%			
56		\$ 171,797	\$ 1,031,748	\$ 1,152,701	\$ 966,533	EMPLOYEE FRINGE BENEFITS				\$ 333,149	\$ 666,298	\$ 999,447	\$ 3,655,929	\$ 666,298	\$ 4,322,227
57		\$ 622,118	\$ 3,736,199	\$ 4,051,048	\$ 4,463,967	TOTAL SALARIES & BENEFITS				\$ 1,154,597	\$ 2,309,195	\$ 3,463,792	\$ 14,027,929	\$ 2,309,195	\$ 16,337,124
58															

	A	B	E	H	K	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 3 of 6
2	OPERATING DETAIL										
3	Document Date	10/1/2025									
4	Provider Name	Urban Alchemy									
5	Program	711 Post (Ansonia Hotel)									
6	FSP Contract ID#	1000023929									
7	Budget Name	Prop C & HHAP - Shelter									
8		EXTENSION YEAR									
9		Year 1	Year 2	Year 3	Year 4	Year 5			All Years		
10		3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 9/30/2025	7/1/2025 - 3/31/2026	7/1/2025 - 3/31/2026	3/21/2022 - 9/30/2025	3/21/2022 - 3/31/2026	3/21/2022 - 3/31/2026
11		Actuals	Actuals	Actuals	Current	Current	Amendment	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	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)	\$ 18,000	\$ 219,000	\$ 188,000	\$ 194,000	\$ 49,000	\$ 98,000	\$ 147,000	\$ 668,000	\$ 98,000	\$ 766,000
15	Office Supplies, Postage	\$ 805	\$ 3,000	\$ 3,000	\$ 19,459	\$ 5,365	\$ 10,730	\$ 16,094	\$ 31,629	\$ 10,730	\$ 42,359
16	Building Maintenance Supplies and Repair	\$ 12,329	\$ 150,000	\$ 119,200	\$ 124,201	\$ 51,300	\$ 102,600	\$ 153,900	\$ 457,030	\$ 102,600	\$ 559,630
17	Printing and Reproduction	\$ 49	\$ 600	\$ 600	\$ 1,000	\$ 250	\$ 500	\$ 750	\$ 2,499	\$ 500	\$ 2,999
18	Insurance	\$ 8,219	\$ 97,790	\$ 60,000	\$ 127,721	\$ 45,000	\$ 90,000	\$ 135,000	\$ 338,730	\$ 90,000	\$ 428,730
19	Staff Training	\$ 1,611	\$ 2,500	\$ 2,500	\$ 2,500	\$ 625	\$ 1,250	\$ 1,875	\$ 9,736	\$ 1,250	\$ 10,986
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Client Supplies (hygiene, etc.)	\$ 1,644	\$ 20,000	\$ 20,000	\$ 20,000	\$ 5,000	\$ 10,000	\$ 15,000	\$ 66,644	\$ 10,000	\$ 76,644
23	Cable/Internet	\$ 986	\$ 12,675	\$ 12,675	\$ 60,230	\$ 10,000	\$ 20,000	\$ 30,000	\$ 96,566	\$ 20,000	\$ 116,566
24	Uniforms	\$ 1,274	\$ 15,500	\$ 15,500	\$ 15,500	\$ 3,875	\$ 7,750	\$ 11,625	\$ 51,649	\$ 7,750	\$ 59,399
25	One-Time Shelter Health Clinic start-up costs	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
26		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	Laundry Services - PurpleTie	\$ 6,250	\$ 25,000	\$ 25,000	\$ 25,000	\$ 21,538	\$ 3,462	\$ 25,000	\$ 102,788	\$ 3,462	\$ 106,250
68	TOTAL OPERATING EXPENSES	\$ 71,168	\$ 546,065	\$ 446,475	\$ 589,611	\$ 191,953	\$ 344,291	\$ 536,244	\$ 1,845,272	\$ 344,291	\$ 2,189,563
69											
70	Other Expenses (not subject to indirect cost %)										
71	Rental of Property - Lease Costs	\$ 162,443.00	\$ 1,976,400	\$ 2,047,551	\$ 2,079,459	\$ 527,878	\$ 1,055,756	\$ 1,583,634	\$ 6,793,731	\$ 1,055,756	\$ 7,849,488
72	Laundry Services - PurpleTie		\$ 65,000	\$ 65,000	\$ 58,000		\$ 45,561	\$ 45,561	\$ 188,000	\$ 45,561	\$ 233,561
73	One-time FY21-22 carry forward	\$ (69,500)				\$ -	\$ -	\$ -	\$ (69,500)	\$ -	\$ (69,500)
88	Utilities (Elec, Water, Gas, Phone, Scavenger) - carried forward		\$ 17,468			\$ -	\$ -	\$ -	\$ 17,468	\$ -	\$ 17,468
89	Building Maintenance Supplies and Repair - carried forward		\$ 5,147			\$ -	\$ -	\$ -	\$ 5,147	\$ -	\$ 5,147
90	Cable/Internet - carried forward		\$ 2,072			\$ -	\$ -	\$ -	\$ 2,072	\$ -	\$ 2,072
91	Rental of Property - Lease Cost - carried forward		\$ 44,813			\$ -	\$ -	\$ -	\$ 44,813	\$ -	\$ 44,813
92	Adjustment to Actuals	\$ (972,693)	\$ (1,106,844)	\$ (752,492)		\$ -	\$ -	\$ -	\$ (2,832,028)	\$ -	\$ (1,725,184.83)
93						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97											
98	TOTAL OTHER EXPENSES	\$ (879,750)	\$ 1,004,056	\$ 1,360,059	\$ 2,137,459	\$ 527,878	\$ 1,101,317	\$ 1,629,195	\$ 4,149,703	\$ 1,101,317	\$ 6,357,864
99											
100	Capital Expenses										
101	Communications/IT	\$ 13,000			\$ -		\$ -	\$ -	\$ 13,000	\$ -	\$ 13,000
102	One-Time Kitchen Equipment	\$ 3,000			\$ 650		\$ -	\$ -	\$ 3,650	\$ -	\$ 3,650
103	Locks	\$ 66,470			\$ -		\$ -	\$ -	\$ 66,470	\$ 0	\$ 66,470
104	Beds for time-limited expansion				\$ 20,000			\$ -	\$ 20,000	\$ -	\$ 20,000
105							\$ -		\$ -	\$ -	\$ -
109	TOTAL CAPITAL EXPENSES	\$ 82,470	\$ -	\$ -	\$ 20,650	\$ -	\$ -	\$ -	\$ 103,120	\$ 0	\$ 103,120
110											
111	HSH #3								Template last modified 9/1/2021		

BUDGET NARRATIVE

Fiscal Year

Prop C & HHAP - Shelter

FY25-26

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

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Program Director	1.00	\$ 54,750	Director of program oversight and training. At the hourly rate of \$35.10, assuming 1 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
Care Coordinator	9.80	\$ 477,750	Case management, care management. Hourly rate of \$31.25, assuming 1) 9 position FTE and 100% of FTE is funded by this budget, and 2) Eight months of budgeted pay at the hourly rate of \$31.25 for an additional 1.2 Care Coordinator, in accordance with the 30-bed expansion. Only 8-months of expansion duration falls within FY25-26, thus the additional FTE for 1.2 Care Coordinators is 0.8. Thus total FTE = 9.8.	Annual salary * budgeted FTE, prorated to nine months
Program Supervisor	2.80	\$ 136,500	Site operations management. Hourly rate of \$31.25, assuming 2.8 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
Program Supervisor - Night Shift	1.40	\$ 70,434	Site operations management - night shift. Hourly rate of \$32.25, assuming 1.4 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
General Practitioner	21.86	\$ 818,508	General Monitoring. Hourly rate of \$24, assuming 1) 19.6 position FTE and 100% of FTE is funded by this budget, and 2) Eight months of budgeted pay at the hourly rate of \$24 for an additional 3.39 General Practitioner, in accordance with the 30-bed expansion. Only 8-months of expansion duration falls within FY25-26, thus the additional FTE for 3.39 General Practitioners is 2.26. Thus total FTE = 21.86.	Annual salary * budgeted FTE, prorated to nine months
Security Practitioner	2.80	\$ 104,832	Operations, gate management. Hourly rate of \$24, assuming 2.8 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
Maintenance Practitioner	5.60	\$ 209,664	Maintenance. Hourly rate of \$24, assuming 5.6 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
General Practitioner - Night Shift	9.53	\$ 371,706	General Monitoring - night shift. Hourly rate of \$25, assuming 1) 8.4 position FTE and 100% of FTE is funded by this budget, and 2) Eight months of budgeted pay at the hourly rate of \$25 for an additional 1.7 General Practitioner - Night Shift, in accordance with the 30-bed expansion. Only 8-months of expansion duration falls within FY25-26, thus the additional FTE for 1.7 General Practitioners - Night Shift is 1.13. Thus total FTE = 9.53.	Annual salary * budgeted FTE, prorated to nine months
Security Practitioner - Night Shift	1.40	\$ 54,600	Operations, gate management - night shift. Hourly rate of \$25, assuming 1.4 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
Maintenance Practitioner - Night Shift	1.40	\$ 54,600	Maintenance - night shift. Hourly rate of \$25, assuming 1.4 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
Facilities Manager	1.00	\$ 54,750	Oversee facilities of site. Hourly rate of \$35.10, assuming 1 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
Care Coordinator Supervisor	1.00	\$ 56,250	Onsite Supervisor for Care Coordinator Team. Hourly rate of \$36.06, assuming 1 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated to nine months
	\$	-		
TOTAL	59.59	\$ 2,464,345		
Employee Fringe Benefits	\$	999,447	Includes FICA, SSUI, Workers Compensation and Medical calculated at 40.5562964304033% of total salaries.	
Salaries & Benefits Total	\$	3,463,792		

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 147,000	Monthly utilities for operating the hotel	\$15,666.67/month + 8-month prorated expansion costs totaling \$8,000
Office Supplies, Postage	\$ 16,094	Paper, pens, etc.	\$1,255/month + 8-month prorated expansion costs totaling \$6,400
Building Maintenance Supplies and Repair	\$ 153,900	Monthly maintenance	\$17,100/month
Printing and Reproduction	\$ 750	Printing supplies	\$83/month
Insurance	\$ 135,000	General liability insurance	\$15,000/month
Staff Training	\$ 1,875	Staff training for practitioners	\$208/month
Client Supplies (hygiene, etc.)	\$ 15,000	Hygiene kits and other supplies for clients	\$1,667/month
Cable/Internet	\$ 30,000	Internet services	\$3,333/month
Uniforms	\$ 11,625	Uniforms for 711 Post staff	Based on past costs.
Consultants	\$ -		
Subcontractors (First \$25k Only)	\$ -		
Laundry Services - PurpleTie	\$ 25,000	Laundry costs	\$7,944.42/month; first \$25K subject to indirect.
TOTAL OPERATING EXPENSES	\$ 536,244		
Indirect Cost	15.0% \$ 600,005		

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property - Lease Costs	\$ 1,583,634	Rental of 711 Post. Rental Lease Agreement includes a 1.4% rental step, thus higher rent this FY than last.	\$175,959/month for FY25-26
Laundry Services - PurpleTie	\$ 45,561	Laundry costs	Remainder after \$25K subject to indirect listed above, less \$939 to balance the budget.
	\$ -		
TOTAL OTHER EXPENSES	\$ 1,629,195		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	Page 5 of 6		
2	APPENDIX B, BUDGET																			
3	Document Date	10/1/2025																		
4	Contract Term	Begin Date	End Date	Duration (Years)																
5	Current Term	3/21/2022	9/30/2025	4																
6	Amended Term	3/21/2022	3/31/2026	5																
7	F\$P Contract ID#	1000023929			Year 1		Year 2		Year 3		Year 4		Year 5							
8	Service Component				3/21/2022 - 6/30/2022		7/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 3/31/2026							
10	Shelter guests				250		250		250		250		250							
11	Temporary (appx. 14 month) increase of 30 beds starting January 2025 to maintain shelter capacity during rehab at another shelter.										30		30							
12																				
13																				
14																				
15																				
16																				
17																				
18																				

	A	B	C	D	E
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				Page 6 of 6
2	APPENDIX B, BUDGET				
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6	Amended Term	3/21/2022	3/31/2026	5	
7	FSP Contract ID#	1000023929			
8	Approved Subcontractors				
10	Laundry Services - PurpleTie				
11					
12					
13					
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23					
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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	Emergency Pop-up Shelter	October 1, 2022 to June 30, 2028	\$2,278,523
Department of Homelessness and Supportive Housing	33 Gough Cabin Program	April 1, 2025 to March 31, 2027	\$7,954,329
Department of Emergency Management	Community Response Team Program	May 1, 2023 to April 30, 2028	\$9,000,000
Human Services Agency	Mission Office Safety Street Monitor Program	May 1, 2023 to June 30, 2027	\$4,184,137
Human Services Agency	Community Safety and Engagement Program	July 1, 2025 to December 31, 2025	\$9,800,000
San Francisco Public Library	Bathroom & Library Attendants	September 1, 2021 to August 31, 2027	\$5,011,265.61



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Urban Alchemy: 711 Post Shelter Grant Agreement 3rd Amendment

Budget and Finance Committee | September 17, 2025



Proposed Amendment Details

- **Resolution:** Approve the **third amendment** to the grant agreement between HSH and **Urban Alchemy** for **711 Post Shelter**.
- **Term:**
 - Current Term: March 21, 2022 – September 30, 2025
 - Amended Term: **March 21, 2022 – March 31, 2026**
- **Amount:** Increases not-to-exceed amount by **\$4,879,570** for a total not-to-exceed amount of **\$27,594,252**.
- **Commission approval:** August 7, 2025

Short-Term Extension

- This amendment is for a **short-term, six-month extension** to allow HSH to continue working with Urban Alchemy as they progress toward full compliance with our fiscal standards.
- Urban Alchemy has been **highly responsive and actively engaged** in both the Citywide Fiscal Monitoring and HSH Corrective Action processes.

Grant Agreement Overview

- **Urban Alchemy** provides emergency **shelter operations** and **support services** at 711 Post Shelter, a semi-congregate shelter program serving adults experiencing homelessness.
- Services provided by Urban Alchemy:
 - **Shelter operations** – 24/7 staffing, facilities maintenance, accommodations, meals, etc.
 - **Shelter support services:**
 - Artful Expression (art therapy)
 - Self-Care Groups
 - Addiction treatment (Doctor available on Wednesdays)
 - Anger Management
 - Behavioral Health One-on-One sessions (Tuesdays and Wednesdays)

Program Context

- In Fiscal Year 2024-25, Urban Alchemy served **690 unique adult clients** at 711 Post shelter.
- Capacity was expanded recently to temporarily accommodate rehabilitation work at another shelter. Rooms serve up to four guests at a time.
- Cost per client per night = \$91, including meals



Photo: Exterior, 711 Post

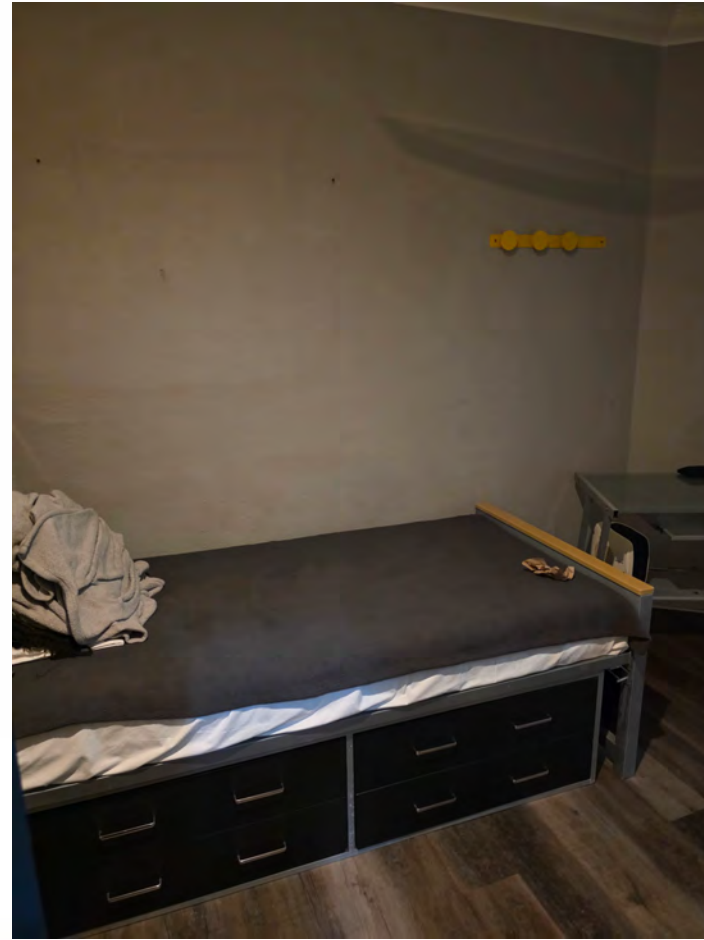
711 Post Shelter - Photos



711 Post Shelter – Photos (cont.)



711 Post Shelter – Photos (cont.)





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 **March 21, 2022**, 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: Semi-Congregate Shelter; and

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

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution 47-22 on February 8, 2022; and

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

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

**ARTICLE 1
DEFINITIONS**

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

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

- (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “Budget” shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) “Charter” shall mean the Charter of City.
- (e) “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “Controller” shall mean the Controller of City.
- (g) “Eligible Expenses” shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) “Event of Default” shall have the meaning set forth in Section 11.1.
- (i) “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “Funding Request” shall have the meaning set forth in Section 5.3(a).
- (l) “Grant” means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) “Grant Funds” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “Grant Plan” shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) “HUD” shall mean the United States Department of Housing and Urban Development as referenced by Title 42 United States Code section 3532.
- (p) “Indemnified Parties” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and

- (iii) all persons or entities acting on behalf of any of the foregoing.
- (q) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (r) “Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (s) “Subgrantee” shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee’s obligations arising from this Agreement.
- (t) “Subrecipient of HUD funding” shall mean a private nonprofit organization, state, local government, or instrumentality of a state or local government that receives a subgrant from a Recipient of HUD funding to carry out a project as referenced by 24 Code of Federal Regulations part 578.3 (2015).
- 1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.
- 1.3 References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

ARTICLE 2

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

- 2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget

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

- 2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for

which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

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

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **March 21, 2022** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

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

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

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

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

- A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
- B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all

copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

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

- other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eighteen Million Seven Hundred Thirty Six Thousand Eight Hundred Twenty Dollars (\$18,736,820)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Million Four Hundred Thirty Four Thousand Three Hundred Seventy Five Dollars (\$4,434,375)** 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. The incorporated terms and requirements are stated in Appendix E, Federal Requirements.

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books,

invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to

property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in

connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, Interests in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly

by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY

SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence 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 its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

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

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

termination of the Agreement, such claims shall be covered by such claims-made policies.

- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:
- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
 - (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
 - (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
 - (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach

continues for a period of ten (10) days after the date on which such performance or observance is due.

- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement

between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

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

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

ARTICLE 12

DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same

standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix B, Budget, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix B, Budget, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that

Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

- 13.4 Grantee Retains Responsibility.** Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.**
- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City

shall subsequently forward such amounts to the relevant taxing authority.

- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

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

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

If to Grantee: 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 Additional Provisions for Shelter and Resource Center Grants – Standard of Care.

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

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

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

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

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

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

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

(b) In addition, Contractor agrees:

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

16.23 Additional Requirements for Federally-Funded Awards.

- (a) Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that

the award is in effect;

(2) Procures a commercial sex act during the period of time that the award is in effect; or

(3) Uses forced labor in the performance of the award or sub-awards under the award.

ARTICLE 17 MISCELLANEOUS

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

Appendix A, Services to be Provided

Appendix B, Budget
 Appendix C, Method of Payment
 Appendix D, Interests in Other City Grants
 Appendix E, Federal Requirements
 Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement

- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:
- | | |
|-----------------|--|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims. |
| 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 or 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.

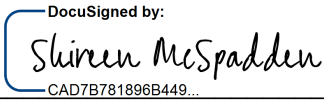
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By:  CAD7B781896B449...

Shireen McSpadden
Executive Director

By:  1DAE637009A2493...

Lena Miller
Chief Executive Officer
City Supplier Number: 0000040596
DUNS Number: 113117994

Approved as to Form:
David Chiu
City Attorney

By:  F013CEBF5B1B482...

Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Urban Alchemy
711 Post (Ansonia Hotel)**

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter operations and support services to the served population.

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

Grantee shall provide services to individuals who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget. The City may require Grantee to serve fewer guests to maintain the health and safety of guests in accordance with City requirements. In the future, the City may request that Grantee serve additional guests to maximize capacity at the site.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.
2. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (WiFi).
3. Reservations: Grantee shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.
4. Accommodations: Grantee shall provide clean bedding according to the Shelter Standards of Care.

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\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

5. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receipt, and tracking meal use by guests.
 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 7. Entry and Exit: Grantee shall monitor guest entry and exit through guest records.
 8. Laundry: Grantee shall provide laundry services for bedding and towels at least weekly, and with each turn-over of the guest assigned to a specific bed.
 9. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area, including street frontage on both side of Post, to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
 10. 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 is 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.
- B. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.

C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:

1. Intake: Grantee shall engage, inform, and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
3. Assessment: Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
4. 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); and
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
5. 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.
6. 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.

V. Location and Time of Services

Grantee shall provide services at 711 Post Street, San Francisco, CA 94109. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

- A. Lease Agreement: Grantee shall execute and hold a lease agreement with the building owner of 711 Post.
- B. Shelter Expansion:
 - 1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
 - 2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within 24 hours' notice, although HSH will attempt to give more advance notice whenever possible.
- C. Staffing and Volunteers:
 - 1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
 - 2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
 - 3. Grantee shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.
- D. 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 and households who primarily speak language(s) other than English.
- E. Record Keeping and Files:
 - 1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
 - 2. 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.
 - 3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.
- F. 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.

G. Facilities

Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly. Grantee shall ensure that janitorial services shall occur regularly, per shift.

1. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
2. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
3. 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.
4. As the fulltime operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies the Grantee's Facilities Manager and maintenance staff.

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

1. Retain one General Practitioner to actively monitor both sides of Post Street 12 hours per day, seven days per week;
2. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
3. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
4. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;

5. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site;
6. Active discouragement of loitering in the area surrounding the building; and
7. Summon law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operations Center (HSOC), and/or Department of Public Works (DPW), as needed to address safety, cleanliness, and/or encampment issues on the block.

I. Feedback, Complaint and Follow-up Policies

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

1. 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.

J. 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

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

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).
 9. When applicable, adherence to all State and local COVID safety mandates and guidelines.
- K. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- L. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that guests are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- N. Data Standards:
1. Grantee shall maintain the current and active guest list, as well as maintaining the records of former clients who are no longer active, in the designated HSH database.
 2. When applicable, records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
 4. When applicable, Grantee shall enter data into RTZ, and/or 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.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Grantee shall provide bed turnover services within 24 hours to 100 percent of beds needing turnover.
- 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 and a minimum of 75 percent of guests who complete a quarterly satisfaction survey shall rate the treatment of staff, connection to services, and safety as good or excellent.
- D. 60 percent of guests to attend monthly in-house Community Meetings as measured through sign-in sheets.
- E. 100 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. 100 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 a 100 percent completion rate for all client data required in RTZ, or other database mandated by City.

IX. Reporting Requirements

Grantee shall input required data, such as when applicable, but not limited to the Online Navigation and Entry (ONE) system, CHANGES, RTZ and CARBON, as directed by the City.

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data. 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 participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- E. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

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

X. Monitoring Activities

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

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

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	3/21/2022		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	3/21/2022	6/30/2024	3
6	Amended Term	3/21/2022	6/30/2024	3
7	F\$P Contract ID#	1000023929		
8	Approved Subcontractors			
10	1. Laundry Services - Episcopal Community Services			
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
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	3/21/2022											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	3/21/2022	6/30/2024	3									
6	Amended Term	3/21/2022	6/30/2024	3									
7	F\$P Contract ID#	1000023929			Year 1		Year 2		Year 3				
8	Service Component				3/21/2022 - 6/30/2022		7/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024				
10	COVID Capacity of Program - current budget				250		250		250				
11	Maximum allowable Non-COVID Capacity of Program - future - 318												
12													
13													
14													
15													
16													
17													
18													

	A	B	C	D	G	J	M	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	Document Date	3/21/2022						
4	Contract Term	Begin Date	End Date	Duration (Years)				
5	Current Term	3/21/2022	6/30/2024	3				
6	Amended Term	3/21/2022	6/30/2024	3				
7	Provider Name	Urban Alchemy						
8	Program	711 Post (Ansonia Hotel)						
9	F\$P Contract ID#	1000023929						
10	Action (select)	New Agreement						
11	Effective Date	3/21/2022						
12	Budget Name	Prop C - Shelter						
13		Current	New					
14	Term Budget	\$ -	\$ 14,302,445	31%				
15	Contingency	\$ -	\$ 4,434,375					
16	Not-To-Exceed		\$ 18,736,820		Year 1	Year 2	Year 3	All Years
17					3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	3/21/2022 - 6/30/2024
18					New	New	New	New
19	Expenditures							
20	Salaries & Benefits				\$ 845,622	\$ 3,149,512	\$ 3,149,512	\$ 7,144,646
21	Operating Expense				\$ 167,063	\$ 551,100	\$ 551,100	\$ 1,269,263
22	Subtotal				\$ 1,012,685	\$ 3,700,612	\$ 3,700,612	\$ 8,413,909
23	Indirect Percentage				15.00%	15.00%	15.00%	
24	Indirect Cost (Line 22 X Line 23)				\$ 151,903	\$ 555,092	\$ 555,092	\$ 1,262,086
25	Other Expenses (Not subject to indirect %)				\$ 530,650	\$ 2,041,400	\$ 2,041,400	\$ 4,613,450
26	Capital Expenditure				\$ 13,000	\$ -	\$ -	\$ 13,000
28	Total Expenditures				\$ 1,708,238.06	\$ 6,297,103.40	\$ 6,297,103.40	\$ 14,302,444.85
29								
30	HSH Revenues (select)							
31	Prop C				\$ 1,708,238	\$ -	\$ -	\$ 1,708,238
33	Other				\$ -	\$ 6,297,103	\$ 6,297,103	\$ 12,594,207
34					\$ -	\$ -	\$ -	\$ -
40	Total HSH Revenues				\$ 1,708,238.06	\$ 6,297,103.40	\$ 6,297,103.40	\$ 14,302,444.85
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)							
42					\$ -	\$ -	\$ -	\$ -
43					\$ -	\$ -	\$ -	\$ -
44					\$ -	\$ -	\$ -	\$ -
45					\$ -	\$ -	\$ -	\$ -
46					\$ -	\$ -	\$ -	\$ -
47	Total Other Revenues				\$ -	\$ -	\$ -	\$ -
48								
49	Total HSH + Other Revenues				\$ 1,708,238.06	\$ 6,297,103.40	\$ 6,297,103.40	\$ 14,302,444.85
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -	\$ -
52								

	A	D	G	J	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				
2	OPERATING DETAIL				
3	Document Date				
4	Provider Name				
5	Program				
6	FSP Contract ID#				
7	Budget Name				
8					
9		Year 1	Year 2	Year 3	All Years
10		3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	3/21/2022 - 6/30/2024
11		New	New	New	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 58,800	\$ 219,000	\$ 219,000	\$ 496,800
15	Office Supplies, Postage	\$ 805	\$ 3,000	\$ 3,000	\$ 6,805
16	Building Maintenance Supplies and Repair	\$ 41,918	\$ 150,000	\$ 150,000	\$ 341,918
17	Printing and Reproduction	\$ 161	\$ 600	\$ 600	\$ 1,361
18	Insurance	\$ 26,849	\$ 100,000	\$ 100,000	\$ 226,849
19	Staff Training	\$ 1,611	\$ 6,000	\$ 6,000	\$ 13,611
20	Staff Travel-Local & Out of Town	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -
22	Client Supplies (hygiene, etc)	\$ 5,370	\$ 20,000	\$ 20,000	\$ 45,370
23	Cable/internet	\$ 3,222	\$ 12,000	\$ 12,000	\$ 27,222
24	Uniforms	\$ 4,162	\$ 15,500	\$ 15,500	\$ 35,162
25		\$ -	\$ -	\$ -	\$ -
26		\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -
55	Laundry Services - Episcopal Community Services	\$ 24,165	\$ 25,000	\$ 25,000	\$ 74,165
56		\$ -	\$ -	\$ -	\$ -
57		\$ -	\$ -	\$ -	\$ -
58		\$ -	\$ -	\$ -	\$ -
59		\$ -	\$ -	\$ -	\$ -
60		\$ -	\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 167,063	\$ 551,100	\$ 551,100	\$ 1,269,263
69					
70	Other Expenses (not subject to indirect cost %)				
71	Rental of Property - Lease Costs	\$ 530,650	\$ 1,976,400	\$ 1,976,400	\$ 4,483,450
72	Laundry Services - Episcopal Community Services	\$ -	\$ 65,000	\$ 65,000	\$ 130,000
73					\$ -
74					\$ -
84	TOTAL OTHER EXPENSES	\$ 530,650	\$ 2,041,400	\$ 2,041,400	\$ 4,613,450
85					
86	Capital Expenses				
87	Communications/IT	\$ 13,000	\$ -	\$ -	\$ 13,000
88					\$ -
89					\$ -
95	TOTAL CAPITAL EXPENSES	\$ 13,000	\$ -	\$ -	\$ 13,000
96					
97	HSH #3				9/1/2021

Salaries & Benefits	Adjusted			Justification	Calculation	Employee Name
	FTE	Budgeted				
CEO	0.02	\$ 1,181	Program oversight		1FTE at 2%	Dr. Lena Miller
COO	0.03	\$ 1,369	Program oversight		1FTE at 3%	Bayron Wilson
Director of Partnerships & Contracts	0.03	\$ 1,128	Program oversight and point of contact with HSH		1FTE at 3%	Mike Anderer
Operations Manager	0.13	\$ 3,340	Program oversight, training, and compliance		1FTE at 13%	Artie Gilbert/Ian Clark Johnson
Operations Specialist	0.13	\$ 2,614	Program support, procurement		1FTE at 13%	Heather C/Aredell
Program Compliance & Data Reporting Man	0.25	\$ 3,351	Analyst, data, compliance		1FTE at 25%	Teonite/Gavilan/Lawana/Kevin
Director Care Coordination	0.25	\$ 4,468	25% of Director of Care Coordination who supervises Care Coordinators across Safe Sleep Programs		1FTE at 25%	Zack Revell
Program Director	1.00	\$ 17,871	Director program oversight and training		1FTE 100%	TBD
Care Coordinator	4.00	\$ 67,016	Case management, care management		4FTE 100%	TBD
Program Supervisor	2.80	\$ 40,656	Site operations management # shifts / # days per week		\$26/hour	TBD
Program Supervisor - Night Shift	1.40	\$ 21,110	Site operations management - night shift		\$27/hour (\$1 pay differential)	TBD
General Practitioner	18.20	\$ 213,446	General monitoring # of practitioners / # shifts / # days per week		\$21/hour	TBD
Security Practitioner	2.80	\$ 32,838	Operations, gate management # of practitioners / # shifts / # days per week		\$21/hour	TBD
Maintenance Practitioner	5.60	\$ 65,676	Maintenance # of practitioners / # shifts / # days per week		\$21/hour	TBD
General Practitioner - Night Shift	5.60	\$ 68,803	General monitoring - night shift # of practitioners / # shifts / # days per week		\$22/hour (\$1 pay differential)	TBD
Security Practitioner - Night Shift	1.40	\$ 17,201	Operations, gate management - night shift # of practitioners / # shifts / # days per week		\$22/hour (\$1 pay differential)	TBD
Maintenance Practitioner - Night Shift	2.80	\$ 34,401	Maintenance - night shift # of practitioners / x shifts / x days per week		\$22/hour (\$1 pay differential)	TBD
Facilities Manager	1.00	\$ 15,637	Oversee facilities of site		1FTE 100%	TBD
		\$ -				
		\$ -				
		\$ -				
TOTAL	47.44	\$ 612,104				
Employee Fringe Benefits			Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.			
		\$ 233,518				
Salaries & Benefits Total		\$ 845,622				

budget start for employees 3/25/22

Operating Expenses	Budgeted		Expense	Justification	Calculation
Rental of Property	\$				
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	58,800	monthly utilities for operating the hotel		18250x4
Office Supplies, Postage	\$	805	paper, pens, etc		250x4
Building Maintenance Supplies and Repair	\$	41,918	monthly maintenance		12500x4
Printing and Reproduction	\$	161	printing supplies		50x4
Insurance	\$	26,849	monthly general liability		8333x4
Staff Training	\$	1,611	staff training practioners		500x4
Staff Travel-Local & Out of Town)	\$	-			
Rental of Equipment	\$	-			
Client Supplies (hygiene, etc)	\$	5,370	hygiene kits		1667x4
Cable/Internet	\$	3,222	internet services \$1000/month		1000x4
Uniforms	\$	4,162	\$250/uniform for 25FTE		250x25
	\$	-			
Consultants	\$	-			
	\$	-			
	\$	-			
	\$	-			
Subcontractors (First \$25k Only)	\$	-			
Laundry Services - Episcopal Community Services	\$	24,165	Episcopal Community Services \$6,250/month		25000
	\$	-			
	\$	-			
	\$	-			
TOTAL OPERATING EXPENSES	\$	167,063			
Indirect Cost	15.0%	\$	151,903		

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Rental of Property - Lease Costs	\$ 530,650	property rental \$164,700/month	
Laundry Services - Episcopal Community Services	\$ -	Episcopal Community Services	
	\$ -		
	\$ -		
	\$ -		
TOTAL OTHER EXPENSES	\$ 530,650		

Capital Expenses	Amount	Justification
Communications/IT	\$ 13,000	radios for practitioners
	\$ -	
	\$ -	
TOTAL CAPITAL EXPENSES	\$ 13,000	

Appendix C, Method of Payment

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

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

B. **Invoicing System:**

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

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

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

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
HUD CoC – Leasing	Grantee may use this line item in accordance with 24 CFR § 578.49 - Leasing. Grantee shall upload all supporting documentation of eligible Leasing costs in CARBON with each invoice. Documentation may include a copy of a lease agreement.
HUD CoC - Supportive Services	Grantee may use this line item in accordance with 24 CFR § 578.53 - Supportive Services. Grantee shall upload all supporting documentation of eligible Supportive Services costs in CARBON with each invoice. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
	system of the staff who provide the following to CoC program participants: • Annual assessment of service needs; • Case management; • Education services; employment assistance and job training; • Housing search and counseling services; life skills training; • Mental health and/or substance abuse treatment services; • Outreach services; • Transportation; or • Receipts for client costs
HUD CoC - Operating Services	Grantee may use this line item in accordance with 24 CFR § 578.55 - Operating Services. Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice. Grants with Rental Assistance may not have an Operations Line item within their budget. Documentation may include a General Ledger, or receipts of purchases, showing proof of costs related to the maintenance and repair of housing; property taxes and insurance; utility payments; furniture; and/or equipment.
HUD CoC - Administrative Costs	Grantee may use this line item in accordance with 24 CFR § 578.59 - Project Administrative Costs. Grantee shall upload all supporting documentation of eligible Administrative costs in CARBON with each invoice. HSH is required to share half of administrative funds with sub-recipients. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who work on CoC funded programs to provide duties, such as: • Program budgets and schedules; • Compliance with CoC requirements; • Monitoring of program activities for progress; preparing reports;

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
	• Coordinating the resolution of audit and monitoring findings; • Evaluation of program results against stated objectives; or • Management or supervision of persons whose primary responsibilities include the above-mentioned administrative tasks. Documentation may also include receipts related to the costs for goods and services related to the administration of the CoC program, such as rental or purchase of equipment, insurance, utilities, office supplies and rental and maintenance of office space.

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 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 Sleeping @ Fulton and @33 Gough	May 13, 2020 to February 28, 2022	\$9,999,000.00
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 Sleep @ 33 Gough Cabins	December 1, 2021 to March 31, 2023	\$5,022,514.00
Department of Homelessness and Supportive Housing- Safe Parking @ Candlestick	January 1, 2022 to June 30, 2023	\$5,210,141.00
Department of Homelessness and Supportive Housing- Service Linkage Center and Inclement Weather Pop Up	January 18, 2022 to July 18, 2022	\$1,790,724.00

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

I. Definitions

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

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

B. Subaward. Subaward means an award provided by a pass-through entity (e.g., the City) to a Subrecipient for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.1). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient:

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

See 2 CFR §200.331 for more guidance.

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

D. Contract and/or Subcontract. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.1). Characteristics of Subcontracts, as opposed to Subawards include but are not limited to that a Subcontractor:

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

See 2 CFR §200.331 for more guidance.

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

II. Federal Changes. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation

those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

III. Requirements for Pass-Through Entities. (2 CFR §200.332)

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
 - i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR §200.332(3);
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration¹) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
 - v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).

- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
 - i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
 - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

¹ 2 CFR § 200.332(a)(1)(xiv)
 Appendix E to G-100 (3-21)
 FSP#: 1000023929

- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.339 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance. *(2 CFR §200.318 through 200.326)*

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

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

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

- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

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

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

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

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

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

B. Overtime. No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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

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

A. Title to intangible property (see 2 CFR §200.1 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this Agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 (e).

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

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

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

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

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

A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.

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

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

A. Subrecipient hereby certifies, to the best of their knowledge and belief, that"

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

agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

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

XIII. Single Audit Requirements

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

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

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding Agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the Federal awarding agency's terms and conditions.
- B.** Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference:
 - i. U.S. Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions);
 - ii. U.S. Department of Housing and Urban Development: (no exceptions or additions);
 - iii. U.S. Department of Education: (no exceptions); and
 - iv. U.S. Department of Agriculture: 2 CFR Part 400.

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

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

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

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

**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 **March 21, 2022** Grant Agreement (the "Agreement") is dated as of **July 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **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 Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 47-22 on February 8, 2022; and

WHEREAS, the City's Homelessness Oversight Commission approved this Agreement under San Francisco Charter Section 9.118 by Resolution 24-012 on March 21, 2024; and

WHEREAS, the City's Board of Supervisors approved this First Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution 302-24 on June 4, 2024 to extend the grant term by one year and increase the grant amount by up to \$3,509,506; 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 **March 21, 2022** 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 **March 21, 2022** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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 **March 21, 2022** and expire on **June 30, 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:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eighteen Million Seven Hundred Thirty Six Thousand Eight Hundred Twenty Dollars (\$18,736,820)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Million Four Hundred Thirty Four Thousand Three Hundred Seventy Five Dollars (\$4,434,375)** 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. The incorporated terms and requirements are stated in Appendix E, Federal Requirements.

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 **Twenty Two Million Two Hundred Forty Six Thousand Three Hundred Twenty Six (\$22,246,326).**
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Seven Hundred Forty Eight Thousand Three Hundred Nine (\$1,748,309)** 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 10 INSURANCE** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as Additional Insured City and County of San Francisco and its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

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

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

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

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

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

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

2.4 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
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If to Grantee: Urban Alchemy
PO Box 425509
San Francisco, CA 94102
Attn: Dr. Lena Miller, CEO
lenam@urban-alchemy.us
Attn: Mike Anderer, Chief System 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.

2.5 Section 16.23 Additional Requirements for Federally-Funded Awards of the Agreement is hereby deleted.

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

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

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 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)

- 2.8 **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 March 21, 2022 to June 30, 2025.
- 2.9 **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 March 21, 2022 to June 30, 2025.
- 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 July 1, 2024).
- 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 July 1, 2024).
- 2.12 **Appendix E, Federal Requirements**, of the Agreement is hereby deleted.
- 2.13 **Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement**, of the Agreement is hereby deleted.

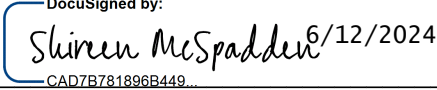
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By:  6/12/2024
CAD7B781896B449...
Shireen McSpadden
Executive Director

By:  6/11/2024
1DAE637009A2493...
Dr. Lena Miller
Chief Executive Officer
City Supplier Number: 0000040596

Approved as to Form:
David Chiu
City Attorney

By:  6/12/2024
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Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Urban Alchemy
711 Post (Ansonia Hotel)**

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter operations and support services to the served population.

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

Grantee shall provide services to individuals who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

A. Stewardship of the Lease:

1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.

- B. Shelter Operations:** Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget ("Number Served" tab). The City may require Grantee to serve fewer guests to maintain the health and safety of guests in accordance with City requirements. In the future, the City may request that Grantee serve additional guests to maximize capacity at the site.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. **Facility Maintenance:** Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.

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).

2. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (Wi-Fi).
 3. Reservations: Grantee shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.
 4. Accommodations: Grantee shall provide clean bedding according to the Shelter Standards of Care.
 5. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receipt, and tracking meal use by guests.
 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 7. Entry and Exit: Grantee shall monitor guest entry and exit through guest records.
 8. Laundry: Grantee shall provide laundry services for bedding and towels at least weekly, and with each turn-over of the guest assigned to a specific bed.
- C. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- D. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform, and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
 3. Assessment: Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.

4. 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); and
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
5. 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.
6. 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.

V. Location and Time of Services

Grantee shall provide services at 711 Post Street, San Francisco, CA 94109. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

A. Shelter Expansion:

1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to

provide expansion within 24 hours' notice, although HSH will attempt to give more advance notice whenever possible.

B. Staffing and Volunteers:

1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
3. Grantee shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.

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

1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
3. Regular patrol of the site and surrounding program area, including street frontage on both side of Post, 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.

E. Critical Incident: 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.

F. Record Keeping and Files:

1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
2. 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.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

G. 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.

H. Facilities

Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly. Grantee shall ensure that janitorial services shall occur regularly, per shift.

1. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
2. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
3. 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.
4. As the full-time operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies the Grantee's Facilities Manager and maintenance staff.

- I. Good Neighbor Policy: Grantee shall maintain a good relationship with the neighborhood, including:
1. Grantee shall work with neighbors, Department of Homelessness and Supportive Housing (HSH), San Francisco Police Department (SFPD), Department of Public Works (DPW), Department of Public Health (DPH), Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
 2. Grantee shall work with neighbors, HSH, SFPD, Department of Public Works (DPW), Department of Public Health (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 relevant 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 excessive noise from program participants, including coordination to address excessive noise occurring outside and near 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.
15. Grantee shall retain one General Practitioner to actively monitor both sides of Post Street 24 hours per day, seven days per week.

J. Feedback, Complaint and Follow-up Policies

Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:

1. 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.

K. 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;

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

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).
 9. When applicable, adherence to all State and local COVID safety mandates and guidelines.
- L. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- M. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that guests are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- O. Data Standards:
1. Grantee shall ensure compliance with the 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. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or

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

through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 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.
 5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- P. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- Q. 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 tenant-centered, low-barrier access to housing and services.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Grantee shall provide bed turnover services within 24 hours to 100 percent of beds needing turnover.
- 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 and a minimum of 75 percent of guests who complete a quarterly satisfaction survey shall rate the treatment of staff, connection to services, and safety as good or excellent.
- D. 60 percent of guests shall attend monthly in-house Community Meetings as measured through sign-in sheets.
- E. 100 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.

- F. 100 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 a 100 percent completion rate for all client data required in RTZ, or other database mandated by City.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- 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 monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- D. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- E. 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.
- F. 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 Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

- H. 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: participant 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.

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

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

	A	B	C	D	E	H	K	L	M	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												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	3/21/2022	6/30/2024	3										
6	Amended Term	3/21/2022	6/30/2025	4										
7	Provider Name	Urban Alchemy												
8	Program	711 Post (Ansonia Hotel)												
9	FSP Contract ID#	1000023929												
10	Action (select)	Amendment												
11	Effective Date	7/1/2024												
12	Budget Name	Prop C & HHAP 3 - Shelter												
13		Current	New											
14	Term Budget	\$ 13,213,397	\$ 20,498,017	12%										
15	Contingency	\$ 5,523,423	\$ 1,748,309											
16	Not-To-Exceed	\$ 18,736,820	\$ 22,246,326											
					Year 1	Year 2	Year 3			Year 4	All Years			
17					3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	3/21/2022 - 6/30/2024	3/21/2022 - 6/30/2025	3/21/2022 - 6/30/2025	
18					Actuals	Actuals	Current	Amendment	New	New	Current	Amendment	New	
19	Expenditures													
20	Salaries & Benefits				\$ 622,118	\$ 3,736,199	\$ 4,051,048	\$ -	\$ 4,051,048	\$ 4,051,048	\$ 8,409,365	\$ 4,051,048	\$ 12,460,413	
21	Operating Expense				\$ 71,168	\$ 546,065	\$ 446,475	\$ -	\$ 446,475	\$ 446,475	\$ 1,063,708	\$ 446,475	\$ 1,510,183	
22	Subtotal				\$ 693,286	\$ 4,282,264	\$ 4,497,523	\$ -	\$ 4,497,523	\$ 4,497,523	\$ 9,473,073	\$ 4,497,523	\$ 13,970,596	
23	Indirect Percentage				\$ 0	15.00%	15.00%		15.00%	15.00%				
24	Indirect Cost (Line 22 X Line 23)				\$ 103,994	\$ 642,456	\$ 674,546	\$ -	\$ 674,546	\$ 674,546	\$ 1,420,996	\$ 674,546	\$ 2,095,543	
25	Other Expenses (Not subject to indirect %)				\$ (879,750)	\$ 1,004,056	\$ 2,112,551	\$ -	\$ 2,112,551	\$ 2,112,551	\$ 2,236,857	\$ 2,112,551	\$ 4,349,408	
26	Capital Expenditure				\$ 82,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,470	\$ 0	\$ 82,470	
28	Total Expenditures				\$ (0)	\$ 5,928,777	\$ 7,284,620	\$ -	\$ 7,284,620	\$ 7,284,620	\$ 13,213,397	\$ 7,284,621	\$ 20,498,017	
29														
30	HSH Revenues (select)													
31	Prop C				\$ 972,693				\$ -		\$ 972,693	\$ -	\$ 972,693	
33	Homeless Housing, Assistance and Prevention Program Round (HHAP)					\$ 6,966,120	\$ 7,284,620		\$ 7,284,620	\$ 7,284,620	\$ 14,250,740	\$ 7,284,620	\$ 21,535,361	
34	Prop C - One-time Carry Forward					\$ 69,500			\$ -	\$ -	\$ 69,500	\$ -	\$ 69,500	
36	Adjustment to Actuals				\$ (972,693)	\$ (1,106,844)			\$ -	\$ -	\$ (2,079,537)	\$ -	\$ (2,079,537)	
40	Total HSH Revenues				\$ 0	\$ 5,928,777	\$ 7,284,620	\$ -	\$ 7,284,620	\$ 7,284,620	\$ 13,213,397	\$ 7,284,620	\$ 20,498,017	
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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														
59	NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.													

	A	B	E	H	I	J	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	711 Post (Ansonia Hotel)									
6	FSP Contract ID#	1000023929									
7	Budget Name	Prop C & HHAP 3 - Shelter									
8		EXTENSION YEAR									
9		Year 1	Year 2	Year 3		Year 4	All Years				
10		3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	3/21/2022 - 6/30/2024	3/21/2022 - 6/30/2025	3/21/2022 - 6/30/2025	
11		Actuals	Actuals	Current	Amendment	New	New	Current	Amendment	New	
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 18,000	\$ 219,000	\$ 188,000	\$ -	\$ 188,000	\$ 188,000	\$ 425,000	\$ 188,000	\$ 613,000	
15	Office Supplies, Postage	\$ 805	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	\$ 6,805	\$ 3,000	\$ 9,805	
16	Building Maintenance Supplies and Repair	\$ 12,329	\$ 150,000	\$ 119,200	\$ -	\$ 119,200	\$ 119,200	\$ 281,529	\$ 119,200	\$ 400,729	
17	Printing and Reproduction	\$ 49	\$ 600	\$ 600	\$ -	\$ 600	\$ 600	\$ 1,249	\$ 600	\$ 1,849	
18	Insurance	\$ 8,219	\$ 97,790	\$ 60,000	\$ -	\$ 60,000	\$ 60,000	\$ 166,009	\$ 60,000	\$ 226,009	
19	Staff Training	\$ 1,611	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 6,611	\$ 2,500	\$ 9,111	
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	Client Supplies (hygiene, etc.)	\$ 1,644	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ 41,644	\$ 20,000	\$ 61,644	
23	Cable/Internet	\$ 986	\$ 12,675	\$ 12,675	\$ -	\$ 12,675	\$ 12,675	\$ 26,336	\$ 12,675	\$ 39,011	
24	Uniforms	\$ 1,274	\$ 15,500	\$ 15,500	\$ -	\$ 15,500	\$ 15,500	\$ 32,274	\$ 15,500	\$ 47,774	
25	One-Time Shelter Health Clinic start-up costs	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	
26			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
42	Consultants		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
44				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
54	Subcontractors (First \$25k Only)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
55	Laundry Services - Episcopal Community Services or PurpleTie	\$ 6,250	\$ 25,000	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ 56,250	\$ 25,000	\$ 81,250	
68	TOTAL OPERATING EXPENSES	\$ 71,168	\$ 546,065	\$ 446,475	\$ -	\$ 446,475	\$ 446,475	\$ 1,063,708	\$ 446,475	\$ 1,510,183	
69											
70	Other Expenses (not subject to indirect cost %)										
71	Rental of Property - Lease Costs	\$ 162,443.00	\$ 1,976,400	\$2,047,551	\$ -	\$2,047,551	\$2,047,551	\$ 4,186,394	\$ 2,047,551	\$ 6,233,945	
72	Laundry Services - Episcopal Community Services or PurpleTie		\$ 65,000	\$ 65,000	\$ -	\$ 65,000	\$65,000	\$ 130,000	\$ 65,000	\$ 195,000	
73	One-time FY21-22 carry forward	\$ (69,500)			\$ -	\$ -		\$ (69,500)	\$ -	\$ (69,500)	
88	Utilities (Elec, Water, Gas, Phone, Scavenger) - carried forward		\$ 17,468		\$ -	\$ -		\$ 17,468	\$ -	\$ 17,468	
89	Building Maintenance Supplies and Repair - carried forward		\$ 5,147		\$ -	\$ -		\$ 5,147	\$ -	\$ 5,147	
90	Cable/Internet - carried forward		\$ 2,072		\$ -	\$ -		\$ 2,072	\$ -	\$ 2,072	
91	Rental of Property - Lease Cost - carried forward		\$ 44,813		\$ -	\$ -		\$ 44,813	\$ -	\$ 44,813	
92	Adjustment to Actuals	\$ (972,693)	\$ (1,106,844)		\$ -	\$ -		\$ (2,079,537)	\$ -	\$ (972,693.00)	
93					\$ -			\$ -	\$ -	\$ -	
97											
98	TOTAL OTHER EXPENSES	\$ (879,750)	\$ 1,004,056	\$ 2,112,551	\$ -	\$ 2,112,551	\$ 2,112,551	\$ 2,236,857	\$ 2,112,551	\$ 5,456,252	
99											
100	Capital Expenses										
101	Communications/IT	\$ 13,000			\$ -	\$ -	\$ -	\$ 13,000	\$ -	\$ 13,000	
102	One-Time Kitchen Equipment	\$ 3,000			\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000	
103	Locks	\$ 66,470			\$ -	\$ -	\$ -	\$ 66,470	\$ 0	\$ 66,470	
109	TOTAL CAPITAL EXPENSES	\$ 82,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,470	\$ 0	\$ 82,470	
110											
111	HS# 3							Template last modified		9/1/2021	

BUDGET NARRATIVE		Fiscal Year				
Prop C & HHAP 3 - Shelter		FY24-25		< Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective		
Salaries & Benefits	Adjusted Budgeted FTE	Budgeted Salary	Justification	Calculation	Employee Name	
CEO		\$ -	Program oversight	Annual salary * budgeted FTE	Dr. Lena Miller	
COO		\$ -	Program oversight	Annual salary * budgeted FTE	Bayron Wilson	
Contracts Manager	0.02	2,300	Program oversight and point of contact with HSH	Annual salary * budgeted FTE	Ian Clark-Johnson	
Operations Manager	0.13	15,600	Program oversight, training, and compliance	Annual salary * budgeted FTE	Artie Gilbert	
Operations Specialist	0.13	9,734	Program support, procurement	Annual salary * budgeted FTE	Guillermo Magallanas	
Program Compliance & Data Reporting M	0.25	12,480	Analyst, data, compliance	Annual salary * budgeted FTE	Millard Chambers	
Director Care Coordination	0.25	16,640	25% of Director of Care Coordination who supervises Care Coordinators across Safe Sleep Programs	Annual salary * budgeted FTE	Brian Shepperd	
Program Director	1.00	65,000	Director program oversight and training	Annual salary * budgeted FTE	Dwight Jones	
Care Coordinator	9.00	585,000	Case management, care management	Annual salary * budgeted FTE	Nicolette Beazley, Anne Cisneros, Maria Jacqueline, Marie Santos, Julio Scott, Michele Sims, Terance Edward	
Program Supervisor	2.80	157,248	Site operations management	Annual salary * budgeted FTE	Ashley Powell, Bobby Hamilton	
Program Supervisor - Night Shift	1.40	81,536	Site operations management - night shift	Annual salary * budgeted FTE	Melchor Llamas	
General Practitioner	21.00	896,896	General monitoring. Added 2.1 FTE to bring Street Ambassadors on Post Street to full 24/7 coverage	Annual salary * budgeted FTE	Various	
Security Practitioner	2.80	128,128	Operations, gate management	Annual salary * budgeted FTE	Various	
Maintenance Practitioner	5.60	256,256	Maintenance	Annual salary * budgeted FTE	Various	
General Practitioner - Night Shift	8.40	401,856	General monitoring - night shift	Annual salary * budgeted FTE	Various	
Security Practitioner - Night Shift	1.40	66,976	Operations, gate management - night shift	Annual salary * budgeted FTE	Various	
Maintenance Practitioner - Night Shift	1.40	66,976	Maintenance - night shift	Annual salary * budgeted FTE	Various	
Facilities Manager	1.00	65,000	Oversee facilities of site	Annual salary * budgeted FTE	Danielle Killingsworth	
Care Coordinator Supervisor	1.00	70,720	Onsite Supervisor for Care Coordinator Team	Annual salary * budgeted FTE	Kimberly Davis	
		\$ -				
		\$ -				
TOTAL	57.58	\$ 2,898,346				
Employee Fringe Benefits		\$ 1,152,701	Includes FICA, SSUI, Workers Compensation and Medical calculated at 38.15% of total salaries.			
Salaries & Benefits Total		\$ 4,051,048				

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	\$ -		
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 188,000	Monthly utilities for operating the hotel	\$15,667/month
Office Supplies, Postage	\$ 3,000	Paper, pens, etc.	\$250/month
Building Maintenance Supplies and Repair	\$ 119,200	Monthly maintenance	\$9,933/month
Printing and Reproduction	\$ 600	Printing supplies	\$50/month
Insurance	\$ 60,000	General liability insurance	\$5,000/month
Staff Training	\$ 2,500	Staff training for practitioners	\$208/month
Staff Travel-(Local & Out of Town)	\$ -		
Rental of Equipment	\$ -		
Client Supplies (hygiene, etc.)	\$ 20,000	Hygiene kits and other supplies for clients	\$1,667/month
Cable/internet	\$ 12,675	Internet services	\$1,056/month
Uniforms	\$ 15,500	Uniforms for 711 Post staff	Based on past costs.
One-Time Shelter Health Clinic start-up costs	\$ -		
Consultants	\$ -		
Subcontractors (First \$25k Only)	\$ -		
Laundry Services - Episcopal Community Services or PurpleTie	\$ 25,000	Laundry costs	Approximately \$90K annually; first \$25K subject to indirect.
TOTAL OPERATING EXPENSES	\$ 446,475		
Indirect Cost	15.0%	\$ 674,546	

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Rental of Property - Lease Costs	\$ 2,047,551	Rental of 711 Post	\$170,629.20/month for FY23-24
Laundry Services - Episcopal Community Services or PurpleTie	\$ 65,000	Laundry costs	Remainder after \$25K subject to indirect listed above.
One-time FY21-22 carry forward	\$ -		
Utilities (Elec, Water, Gas, Phone, Scavenger) - carried forward	\$ -	One-time allocation to carry-forward amount.	Based on actual costs.
Building Maintenance Supplies and Repair - carried forward	\$ -	One-time allocation to carry-forward amount.	Based on actual costs.
Cable/Internet - carried forward	\$ -	One-time allocation to carry-forward amount.	Based on actual costs.
Rental of Property - Lease Cost - carried forward	\$ -	One-time allocation to carry-forward amount.	Based on actual costs.
Adjustment to Actuals	\$ -	Program started late; no costs incurred until FY22-23.	
	\$ -		
TOTAL OTHER EXPENSES	\$ 2,112,551		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
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	3/21/2022	6/30/2024	3												
6	Amended Term	3/21/2022	6/30/2025	4												
7	F\$P Contract ID#	1000023929			Year 1			Year 2			Year 3			Year 4		
8	Service Component				3/21/2022 - 6/30/2022			7/1/2022 - 6/30/2023			7/1/2023 - 6/30/2024			7/1/2024 - 6/30/2025		
10	Shelter guests				250			250			250			250		
11																
12																
13																
14																
15																
16																
17																
18																

	A	B	C	D	E
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	3/21/2022	6/30/2024	3	
6	Amended Term	3/21/2022	6/30/2025	4	
7	F\$P Contract ID#	1000023929			
8	Approved Subcontractors				
10	Laundry Services - PurpleTie				
11					
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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 / Homeless Housing, Assistance and Prevention (HHAP)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	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. 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.
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, and documentation for any Operating line items that exceed \$10,000.

Prop C / Homeless Housing, Assistance and Prevention (HHAP)	
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. Reserved. (Advances or Prepayments).

- 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	33 Gough Cabin Pilot Program	December 1, 2021 to June 30, 2024	\$9,428,477
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

**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 **March 21, 2022** Grant Agreement (the "Agreement") is dated as of **July 1, 2025** 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 San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

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

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) "Agreement" shall mean the Agreement dated **March 21, 2022** between Grantee and City; and **First Amendment**, dated **July 1, 2024**.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco

Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **March 21, 2022** and expire on **June 30, 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.

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

3.2 Duration of Term. The term of this Agreement shall commence on **March 21, 2022** and expire on **September 30, 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 Section 4.2 Grantee's Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.2 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Two Million Two Hundred Forty Six Thousand Three Hundred Twenty Six (\$22,246,326)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Seven Hundred Forty Eight Thousand Three Hundred Nine (\$1,748,309)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any

portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Two Million Seven Hundred Fourteen Thousand Six Hundred Eighty Two (\$22,714,682).**
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Hundred Seven Thousand Six Hundred Forty One Dollars (\$207,641)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- 2.4 Section 5.2 Use of Grant Funds** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

- 2.5 Section 5.4 State or Federal Funds** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of

the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Grant Terms. Where the funding for this Agreement is provided in full or in part by a federal or state Grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

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

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damage the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

13.3 Subcontracting. If the Budget lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If the Budget specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) Limitations. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth in the Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts,

defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

2.8 **ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS** of the Agreement is replaced by the following:

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102 hshcontracts@sfgov.org
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If to Grantee:	Urban Alchemy PO Box 425509 San Francisco, CA 94102 Attn: Dr. Lena Miller, CEO lenam@urban-alchemy.us Attn: Mike Anderer, Chief Administrative Officer mikea@urban-alchemy.us
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Any notice of default must be sent by certified mail or other trackable written communication.

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

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

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

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

2.10 Section 16.21 Compliance with Other Laws of the Agreement is hereby deleted and replaced in its entirety to read as follows:

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

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

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

2.12 Section 16.23 Additional Requirements for Federally-Funded Awards, when applicable is hereby added to the Agreement.

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

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

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

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

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

Appendix A, Services to be Provided (dated July 1, 2025)
Appendix B, Budget (dated July 1, 2025)
Appendix C, Method of Payment (dated July 1, 2025)
Appendix D, Interests in Other City Grants (dated July 1, 2025)

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

17.12 Reserved.

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

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

- 2.17 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2025) for the period of July 1, 2025 to September 30, 2025.
- 2.18 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2025) for the period of March 21, 2022 to September 30, 2025.
- 2.19 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, 2025).
- 2.20 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, 2025)

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

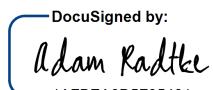
**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By:  DocuSigned by:
CAD7B781896B449... 7/7/2025
Shireen McSpadden Date
Executive Director

By:  DocuSigned by:
1DAE037009A2493... 7/2/2025
Dr. Lena Miller Date
Chief Executive Officer
City Supplier Number: 0000040596

Approved as to Form:
David Chiu
City Attorney

By:  DocuSigned by:
1AFBEA6D5E35481 7/3/2025
Adam Radtke Date
Deputy City Attorney

**Appendix A, Services to be Provided
by
Urban Alchemy
711 Post (Ansonia Hotel)**

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter operations and support services to the served population.

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

Grantee shall provide services to individuals who meet Department of Homelessness and Supportive Housing (HSH)-established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

A. Stewardship of the Lease:

1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.

- B. Shelter Operations:** Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget ("Number Served" tab). The City may require Grantee to serve fewer guests to maintain the health and safety of guests in accordance with City requirements. In the future, the City may request that Grantee serve additional guests to maximize capacity at the site.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. **Facility Maintenance:** Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.

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\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

2. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (Wi-Fi).
 3. Reservations: Grantee shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.
 4. Accommodations: Grantee shall provide clean bedding according to the Shelter Standards of Care.
 5. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receipt, and tracking meal use by guests.
 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 7. Entry and Exit: Grantee shall monitor guest entry and exit through guest records.
 8. Laundry: Grantee shall provide laundry services for bedding and towels at least weekly, and with each turn-over of the guest assigned to a specific bed.
- C. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- D. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform, and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
 3. Assessment: Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.

4. 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); and
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
5. 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.
6. 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.

V. Location and Time of Services

Grantee shall provide services at 711 Post Street, San Francisco, CA 94109. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee under the Grant Plan, as well as internal controls to regularly

review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.

B. Shelter Expansion:

1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within 24 hours' notice, although HSH will attempt to give more advance notice whenever possible.

C. Staffing and Volunteers:

1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
3. Grantee shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.

D. 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 guests and households 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>.

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

1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
3. Regular patrol of the site and surrounding program area, including street frontage on both side of Post, 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.

F. Critical Incident: 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.

G. Record Keeping and Files:

1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
2. 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.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

H. 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.

I. Facilities

Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly. Grantee shall ensure that janitorial services shall occur regularly, per shift.

1. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.

2. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 3. 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.
 4. As the full-time operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies the Grantee's Facilities Manager and maintenance staff.
- J. Good Neighbor Policy: Grantee shall maintain a good relationship with the neighborhood, including:
1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), DPW, Department of Public Health (DPH), Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
 2. Grantee shall assign a director, manager, or representative to participate in and attend relevant neighborhood and community meetings.
 3. Grantee shall provide a phone number to all interested neighbors that will be answered 24 hours a day by a representative, who will direct complaints and issues to a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
 4. Grantee shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Grantee will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests. Walk-ins will only be allowed if this method is a part of the program's executed scope of work, during a weather activation, or other exception, as directed by HSH.
 5. Grantee shall actively discourage and address excessive noise from program participants. Grantee will coordinate with other service providers and City agencies, as necessary, to address excessive noise from program participants, including coordination to address excessive noise occurring outside and near the program site.
 6. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.

7. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
8. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
9. Grantee will conduct at minimum three daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
10. Grantee shall immediately report to SF Homeless Outreach Team (SFHOT) or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
11. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
12. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
13. Grantee will report graffiti in the immediate area to 311.
14. Grantee shall retain one General Practitioner to actively monitor both sides of Post Street 24 hours per day, seven days per week.

K. Feedback, Complaint and Follow-up Policies

Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:

1. 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.

L. 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 DPH.
9. When applicable, adherence to all State and local COVID safety mandates and guidelines.

M. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.

N. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that guests are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

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

P. Data Standards:

1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not

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

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.

2. Data entered in the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

Q. Confidentiality:

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

and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.

5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- R. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- S. 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 tenant-centered, low-barrier access to housing and services.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Grantee shall provide bed turnover services within 24 hours to 100 percent of beds needing turnover.
- 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 and a minimum of 75 percent of guests who complete a quarterly satisfaction survey shall rate the treatment of staff, connection to services, and safety as good or excellent.
- D. 60 percent of guests shall attend monthly in-house Community Meetings as measured through sign-in sheets.
- E. 100 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. 100 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 a 100 percent completion rate for all client data required in RTZ, or other database mandated by City.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- 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 monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- D. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- E. 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.
- F. 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 Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. 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: participant 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.

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

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

	A	B	C	D	E	H	K	N	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													Page 1 of 6
2	APPENDIX B, BUDGET													
3	Document Date	7/1/2025												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	3/21/2022	6/30/2025	4										
6	Amended Term	3/21/2022	9/30/2025	5										
7	Provider Name	Urban Alchemy												
8	Program	711 Post (Ansonia Hotel)												
9	FSP Contract ID#	1000023929												
10	Action (select)	Amendment												
11	Effective Date	7/1/2025												
12	Budget Name	Prop C & HHAP 3 & HHAP 4 - Shelter												
13		Current	New											
14	Term Budget	\$ 20,430,628	\$ 22,507,041											
15	Contingency	\$ 1,815,698	\$ 207,641	0.92%										
16	Not-To-Exceed	\$ 22,246,326	\$ 22,714,682											
17					Year 1	Year 2	Year 3	Year 4	EXTENSION YEAR			All Years		
18					3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 9/30/2025	7/1/2025 - 9/30/2025	7/1/2025 - 9/30/2025	3/21/2022 - 6/30/2025	3/21/2022 - 9/30/2025	3/21/2022 - 9/30/2025
19	Expenditures				Actuals	Actuals	Actuals	Current	Current	Amendment	New	Current	Amendment	New
20	Salaries & Benefits	\$ 622,118	\$ 3,736,199	\$ 4,051,048	\$ 4,484,197	\$ -	\$ 1,154,597	\$ 1,154,597	\$ 12,893,562	\$ 1,154,597	\$ 14,048,159	\$ 12,893,562	\$ 1,154,597	\$ 14,048,159
21	Operating Expense	\$ 71,168	\$ 546,065	\$ 446,475	\$ 551,120	\$ -	\$ 191,953	\$ 191,953	\$ 1,614,828	\$ 191,953	\$ 1,806,781	\$ 1,614,828	\$ 191,953	\$ 1,806,781
22	Subtotal	\$ 693,286	\$ 4,282,264	\$ 4,497,523	\$ 5,035,317	\$ -	\$ 1,346,550	\$ 1,346,550	\$ 14,508,390	\$ 1,346,550	\$ 15,854,940	\$ 14,508,390	\$ 1,346,550	\$ 15,854,940
23	Indirect Percentage	\$ 0	15.00%	15.00%	15.00%	15.00%		15.00%						
24	Indirect Cost (Line 22 X Line 23)	\$ 103,994	\$ 642,456	\$ 674,546	\$ 755,298	\$ -	\$ 201,983	\$ 201,983	\$ 2,176,294	\$ 201,983	\$ 2,378,276	\$ 2,176,294	\$ 201,983	\$ 2,378,276
25	Other Expenses (Not subject to indirect %)	\$ (879,750)	\$ 1,004,056	\$ 1,360,059	\$ 2,151,359	\$ -	\$ 527,878	\$ 527,878	\$ 3,635,725	\$ 527,878	\$ 4,163,603	\$ 3,635,725	\$ 527,878	\$ 4,163,603
26	Capital Expenditure	\$ 82,470	\$ -	\$ -	\$ 27,750	\$ -	\$ -	\$ -	\$ 110,220	\$ -	\$ 110,220	\$ 110,220	\$ 0	\$ 110,220
28	Total Expenditures	\$ (0)	\$ 5,928,777	\$ 6,532,128	\$ 7,969,724	\$ -	\$ 2,076,411	\$ 2,076,411	\$ 20,430,629	\$ 2,076,411	\$ 22,507,041	\$ 20,430,629	\$ 2,076,411	\$ 22,507,041
29														
30	HSH Revenues (select)													
31	Prop C	\$ 972,693										\$ 972,693	\$ -	\$ 972,693
33	Homeless Housing, Assistance and Prevention Program (HHAP) Round 3		\$ 6,966,120	\$ 7,284,620								\$ 14,250,740	\$ -	\$ 14,250,740
34	Prop C - One-time Carry Forward		\$ 69,500									\$ 69,500	\$ -	\$ 69,500
36	Adjustment to Actuals	\$ (972,693)	\$ (1,106,844)	\$ (752,492)								\$ (2,832,029)	\$ -	\$ (2,832,029)
37	Homeless Housing, Assistance and Prevention Program (HHAP) - Ongoing				\$ 7,401,099		\$ 1,857,643	\$ 1,857,643	\$ 7,401,099	\$ 1,857,643	\$ 9,258,742	\$ 7,401,099	\$ 1,857,643	\$ 9,258,742
38	Homeless Housing, Assistance and Prevention Program (HHAP) - One-Time				\$ 568,624		\$ 218,770	\$ 218,770	\$ 568,624	\$ 218,770	\$ 787,394	\$ 568,624	\$ 218,770	\$ 787,394
39												\$ -	\$ -	\$ -
40	Total HSH Revenues	\$ 0	\$ 5,928,777	\$ 6,532,128	\$ 7,969,723	\$ -	\$ 2,076,413	\$ 2,076,413	\$ 20,430,628	\$ 2,076,413	\$ 22,507,041	\$ 20,430,628	\$ 2,076,413	\$ 22,507,041
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52														
53	Prepared by	Finnegan Budetti												
54	Phone	(415) 691-1773												
55	Email	finneganbudetti@urban-alchemy.us												
56														
57	Template last modified	9/1/2021												

NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.

	A	B	E	H	K	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 3 of 6
2	OPERATING DETAIL										
3	Document Date	7/1/2025									
4	Provider Name	Urban Alchemy									
5	Program	711 Post (Ansonia Hotel)									
6	FSP Contract ID#	1000023929									
7	Budget Name	Prop C & HHAP 3 & HHAP 4 - Shelter									
8		EXTENSION YEAR									
9		Year 1	Year 2	Year 3	Year 4	Year 5			All Years		
10		3/21/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 9/30/2025	7/1/2025 - 9/30/2025	7/1/2025 - 9/30/2025	3/21/2022 - 6/30/2025	3/21/2022 - 9/30/2025	3/21/2022 - 9/30/2025
11		Actuals	Actuals	Actuals	Current	Current	Amendment	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	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)	\$ 18,000	\$ 219,000	\$ 188,000	\$ 194,000		\$ 49,000	\$ 49,000	\$ 619,000	\$ 49,000	\$ 668,000
15	Office Supplies, Postage	\$ 805	\$ 3,000	\$ 3,000	\$ 19,459		\$ 5,365	\$ 5,365	\$ 26,265	\$ 5,365	\$ 31,629
16	Building Maintenance Supplies and Repair	\$ 12,329	\$ 150,000	\$ 119,200	\$ 124,201		\$ 51,300	\$ 51,300	\$ 405,730	\$ 51,300	\$ 457,030
17	Printing and Reproduction	\$ 49	\$ 600	\$ 600	\$ 1,000		\$ 250	\$ 250	\$ 2,249	\$ 250	\$ 2,499
18	Insurance	\$ 8,219	\$ 97,790	\$ 60,000	\$ 109,460		\$ 45,000	\$ 45,000	\$ 275,469	\$ 45,000	\$ 320,469
19	Staff Training	\$ 1,611	\$ 2,500	\$ 2,500	\$ 2,500		\$ 625	\$ 625	\$ 9,111	\$ 625	\$ 9,736
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
22	Client Supplies (hygiene, etc.)	\$ 1,644	\$ 20,000	\$ 20,000	\$ 20,000		\$ 5,000	\$ 5,000	\$ 61,644	\$ 5,000	\$ 66,644
23	Cable/Internet	\$ 986	\$ 12,675	\$ 12,675	\$ 40,000		\$ 10,000	\$ 10,000	\$ 66,336	\$ 10,000	\$ 76,336
24	Uniforms	\$ 1,274	\$ 15,500	\$ 15,500	\$ 15,500		\$ 3,875	\$ 3,875	\$ 47,774	\$ 3,875	\$ 51,649
25	One-Time Shelter Health Clinic start-up costs	\$ 20,000	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
26			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
44				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
55	Laundry Services - PurpleTie	\$ 6,250	\$ 25,000	\$ 25,000	\$ 25,000		\$ 21,538	\$ 21,538	\$ 81,250	\$ 21,538	\$ 102,788
68	TOTAL OPERATING EXPENSES	\$ 71,168	\$ 546,065	\$ 446,475	\$ 551,120	\$ -	\$ 191,953	\$ 191,953	\$ 1,614,828	\$ 191,953	\$ 1,806,781
69											
70	Other Expenses (not subject to indirect cost %)										
71	Rental of Property - Lease Costs	\$ 162,443.00	\$ 1,976,400	\$ 2,047,551	\$ 2,082,359		\$ 527,878	\$ 527,878	\$ 6,268,753	\$ 527,878	\$ 6,796,631
72	Laundry Services - PurpleTie		\$ 65,000	\$ 65,000	\$ 69,000		\$ -		\$ 199,000	\$ -	\$ 199,000
73	One-time FY21-22 carry forward	\$ (69,500)				\$ -	\$ -	\$ -	\$ (69,500)	\$ -	\$ (69,500)
88	Utilities (Elec, Water, Gas, Phone, Scavenger) - carried forward		\$ 17,468			\$ -	\$ -	\$ -	\$ 17,468	\$ -	\$ 17,468
89	Building Maintenance Supplies and Repair - carried forward		\$ 5,147			\$ -	\$ -	\$ -	\$ 5,147	\$ -	\$ 5,147
90	Cable/Internet - carried forward		\$ 2,072			\$ -	\$ -	\$ -	\$ 2,072	\$ -	\$ 2,072
91	Rental of Property - Lease Cost - carried forward		\$ 44,813			\$ -	\$ -	\$ -	\$ 44,813	\$ -	\$ 44,813
92	Adjustment to Actuals	\$ (972,693)	\$ (1,106,844)	\$ (752,492)		\$ -	\$ -	\$ -	\$ (2,832,028)	\$ -	\$ (1,725,184.83)
93						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97											
98	TOTAL OTHER EXPENSES	\$ (879,750)	\$ 1,004,056	\$ 1,360,059	\$ 2,151,359	\$ -	\$ 527,878	\$ 527,878	\$ 3,635,725	\$ 527,878	\$ 5,270,447
99											
100	Capital Expenses										
101	Communications/IT	\$ 13,000					\$ -	\$ -	\$ 13,000	\$ -	\$ 13,000
102	One-Time Kitchen Equipment	\$ 3,000			\$ 7,750		\$ -	\$ -	\$ 10,750	\$ -	\$ 10,750
103	Locks	\$ 66,470			\$ -		\$ -	\$ -	\$ 66,470	\$ 0	\$ 66,470
104	Beds for time-limited expansion				\$ 20,000			\$ -	\$ 20,000	\$ -	\$ 20,000
105							\$ -		\$ -	\$ -	\$ -
109	TOTAL CAPITAL EXPENSES	\$ 82,470	\$ -	\$ -	\$ 27,750	\$ -	\$ -	\$ -	\$ 110,220	\$ 0	\$ 110,220
110											
111	HSH #3								Template last modified 9/1/2021		

BUDGET NARRATIVE		Fiscal Year			
Prop C & HHAP 3 & HHAP 4 - Shelter		FY25-26		<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective	
Salaries & Benefits	Adjusted Budgeted FTE	Budgeted Salary	Justification	Calculation	
Program Director	1.00	\$ 18,250	Director of program oversight and training. At the hourly rate of \$35.10, assuming 1 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
Care Coordinator	9.80	\$ 159,250	Case management, care management. Hourly rate of \$31.25, assuming 1) 9 position FTE and 100% of FTE is funded by this budget, and 2) Eight months of budgeted pay at the hourly rate of \$31.25 for an additional 1.2 Care Coordinator, in accordance with the 30-bed expansion. Only 8-months of expansion duration falls within FY25-26, thus the additional FTE for 1.2 Care Coordinators is 0.8. Thus total FTE = 9.8.	Annual salary * budgeted FTE, prorated for 3 months	
Program Supervisor	2.80	\$ 45,500	Site operations management. Hourly rate of \$31.25, assuming 2.8 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
Program Supervisor - Night Shift	1.40	\$ 23,478	Site operations management - night shift. Hourly rate of \$32.25, assuming 1.4 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
General Practitioner	21.86	\$ 272,836	General Monitoring. Hourly rate of \$24, assuming 1) 19.6 position FTE and 100% of FTE is funded by this budget, and 2) Eight months of budgeted pay at the hourly rate of \$24 for an additional 3.39 General Practitioner, in accordance with the 30-bed expansion. Only 8-months of expansion duration falls within FY25-26, thus the additional FTE for 3.39 General Practitioners is 2.26. Thus total FTE = 21.86.	Annual salary * budgeted FTE, prorated for 3 months	
Security Practitioner	2.80	\$ 34,944	Operations, gate management. Hourly rate of \$24, assuming 2.8 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
Maintenance Practitioner	5.60	\$ 69,888	Maintenance. Hourly rate of \$24, assuming 5.6 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
General Practitioner - Night Shift	9.53	\$ 123,902	General Monitoring - night shift. Hourly rate of \$25, assuming 1) 8.4 position FTE and 100% of FTE is funded by this budget, and 2) Eight months of budgeted pay at the hourly rate of \$25 for an additional 1.7 General Practitioner - Night Shift, in accordance with the 30-bed expansion. Only 8-months of expansion duration falls within FY25-26, thus the additional FTE for 1.7 General Practitioners - Night Shift is 1.13. Thus total FTE = 9.53.	Annual salary * budgeted FTE, prorated for 3 months	
Security Practitioner - Night Shift	1.40	\$ 18,200	Operations, gate management - night shift. Hourly rate of \$25, assuming 1.4 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
Maintenance Practitioner - Night Shift	1.40	\$ 18,200	Maintenance - night shift. Hourly rate of \$25, assuming 1.4 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
Facilities Manager	1.00	\$ 18,250	Oversee facilities of site. Hourly rate of \$35.10, assuming 1 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
Care Coordinator Supervisor	1.00	\$ 18,750	Onsite Supervisor for Care Coordinator Team. Hourly rate of \$36.06, assuming 1 position FTE and 100% of FTE is funded by this budget.	Annual salary * budgeted FTE, prorated for 3 months	
TOTAL	59.59	\$ 821,448			
Employee Fringe Benefits			Includes FICA, SSUI, Workers Compensation and Medical calculated at 40.5562964304033% of total salaries.		
		\$ 333,149			
Salaries & Benefits Total		\$ 1,154,597			

Operating Expenses	Budgeted Expense	Justification	Calculation
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 49,000	Monthly utilities for operating the shelter	\$15,666.67/month + 8-month prorated expansion costs totaling \$8,000 annualized
Office Supplies, Postage	\$ 5,365	Paper, pens, etc.	\$1,255/month + 8-month prorated expansion costs totaling \$6,400 annualized
Building Maintenance Supplies and Repair	\$ 51,300	Monthly maintenance	\$17,100/month
Printing and Reproduction	\$ 250	Printing supplies	\$83/month
Insurance	\$ 45,000	General liability insurance	\$15,000/month
Staff Training	\$ 625	Staff training for practitioners	\$208/month
Client Supplies (hygiene, etc.)	\$ 5,000	Hygiene kits and other supplies for clients	\$1,667/month
Cable/internet	\$ 10,000	Internet services	\$3,333/month
Uniforms	\$ 3,875	Uniforms for 711 Post staff	Based on past costs.
Consultants	\$ -		
Subcontractors (First \$25k Only)	\$ -		
Laundry Services - PurpleTie	\$ 21,538	Laundry costs	\$7,944.42/month; first \$25K subject to indirect. Line item reduced by \$2,295 to balance budget.
TOTAL OPERATING EXPENSES	\$ 191,953		
Indirect Cost	15.0% \$ 201,983		

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Rental of Property - Lease Costs	\$ 527,878	Rental of 711 Post. Rental Lease Agreement includes a 1.4% rental step, thus higher rent this FY than last.	\$175,959/month for FY25-26
	\$ -		
TOTAL OTHER EXPENSES	\$ 527,878		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S			
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	Page 5 of 6				
2	APPENDIX B, BUDGET																					
3	Document Date	7/1/2025																				
4	Contract Term	Begin Date	End Date	Duration (Years)																		
5	Current Term	3/21/2022	6/30/2025	4																		
6	Amended Term	3/21/2022	9/30/2025	5																		
7	F\$P Contract ID#	1000023929			Year 1			Year 2			Year 3			Year 4			Year 5					
8	Service Component				3/21/2022 - 6/30/2022			7/1/2022 - 6/30/2023			7/1/2023 - 6/30/2024			7/1/2024 - 6/30/2025			7/1/2025 - 9/30/2025					
10	Shelter guests				250			250			250			250			250					
11	Temporary (appx. 14 month) increase of 30 beds starting January 2025 to maintain shelter capacity during rehab at another shelter.													30			30					
12																						

	A	B	C	D	E
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				Page 6 of 6
2	APPENDIX B, BUDGET				
3	Document Date	7/1/2025			
4	Contract Term	Begin Date	End Date	Duration (Years)	
5	Current Term	3/21/2022	6/30/2025	4	
6	Amended Term	3/21/2022	9/30/2025	5	
7	F\$P Contract ID#	1000023929			
8	Approved Subcontractors				
10	Laundry Services - PurpleTie				
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Appendix C, Method of Payment

I. Reimbursement for Actual Costs:

In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal:

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

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

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

E. Invoicing System:

1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.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.

F. Line Item Variance:

There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, Indirect and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. Spend Down:

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower-than-expected spending to the assigned Contract

and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

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

H. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
 - a. Be easily searchable (e.g., PDF) and summarized in Excel;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII));
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

Homeless Housing, Assistance and Prevention (HHAP) Grant Program	
Type	Instructions and Examples of Documentation
Salaries & Benefits	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. Documentation shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.
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, and documentation for any single expense within the Operating budget category that exceeds \$10,000. Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
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 detailed summary report in Excel format, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds per the established program policy.
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 shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.

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. Reserved. (Advances or Prepayments).

IV. Timely Submission of Reports and Compliance:

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Emergency Pop-up Shelter	October 1, 2022 to June 30, 2028	\$2,278,523
Department of Homelessness and Supportive Housing	33 Gough Cabin Program	April 1, 2025 to March 31, 2027	\$7,954,329
Office of Economic and Workforce Development (OEWD)	Excelsior Ambassador Program	December 1, 2022 to June 30, 2025	\$1,245,000
Department of Emergency Management	Community Response Team Program	May 1, 2023 to April 30, 2028	\$9,000,000
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, 2025	\$3,164,793
Human Services Agency	Street Safety Monitors Stevenson Alley	May 16, 2024 to June 30, 2025	\$1,612,629
OEWD (subcontracted through Mid-Market Foundation)	Safety & Engagement	July 1, 2022 to June 30, 2025	\$20,786,698
OEWD (subcontracted through Mid-Market Foundation)	UC Hastings	July 1, 2022 to June 30, 2025	\$3,565,650
OEWD (subcontracted through Mid-Market Foundation)	200 Hyde Lease/Oasis	July 1, 2022 to June 30, 2025	\$383,192

From: [Griffin Lee](#)
To: [Jalipa, Brent \(BOS\)](#)
Subject: Comment re: Public Comment Agenda Item #11 - BFC 9/17
Date: Thursday, September 18, 2025 12:01:05 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Comment - "I oppose the grand amendment - Urban Alchemy - Shelter Services and Operations - 711 Post St for \$4,879,570 starting September 30, 2025 and ending March 31, 2026. No extension or additional money should be granted to Urban Alchemy until they're proven fiscal responsibility and have been cleared from the nonprofit city watchlist. Urban Alchemy finds themselves under scrutiny and on the city nonprofit watchlist. For two years straight. Urban alchemy has failed to demonstrate employee output and have adequately detailed how their employees are spending their time. across Urban Alchemy's programs. Please Board do not let the gift keep gifting. Instead deny this grant extension and start restoring public trust with non-profit related grant agreements."

Griffin Lee
Community Engagement Lead
Personal cell: 650-862-8358



President, District 8
BOARD of SUPERVISORS



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

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date: 9/9/25

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

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

File No. _____

(Primary Sponsor)

Title. _____

☐ Transferring (Board Rule No 3.3)

File No. _____

(Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

☒ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Chen Replacing Supervisor: Engardio

For: 9/17/25 Budget & Finance Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: ☐ Partial ☒ Full Meeting



Rafael Mandelman, President
Board of Supervisors



San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 250896

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
Dylan Schneider	628-652-7742
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	dylan.schneider@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Urban Alchemy	TELEPHONE NUMBER 415-757-0896
STREET ADDRESS (including City, State and Zip Code) PO Box 425509, San Francisco, CA 94142-5509	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250896
DESCRIPTION OF AMOUNT OF CONTRACT \$27,594,252		
NATURE OF THE CONTRACT (Please describe) The third amendment to the grant agreement between Urban Alchemy and the Department of Homelessness and Supportive Housing ("HSH") for shelter services and operations at 711 Post Street; extending the grant term by 6 months from September 30, 2025, for a total term of March 21, 2022, through March 31, 2026; increasing the agreement amount by \$4,879,570 for a total amount not to exceed \$27,594,252; and authorizing HSH to enter into any amendments or other modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the Agreement.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	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	Miller	Lena	CEO
2	Totah	Melek	CFO
3	Wilson	Bayron	COO
4	Whittle	Lola	Board of Directors
5	Santacana	Eduardo	Board of Directors
6	Hope	Rob	Board of Directors
7	Lani	Shawn	Board of Directors
8	Sherrills	Aqeela	Board of Directors
9	Purple Tie		Subcontractor
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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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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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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

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

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

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

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Grant Agreement Amendment - Urban Alchemy - 711 Post - Not to Exceed \$27,594,252
DATE: September 2, 2025

Resolution approving the third amendment to the grant agreement between Urban Alchemy and the Department of Homelessness and Supportive Housing ("HSH") for shelter services and operations at 711 Post Street; extending the grant term by 6 months from September 30, 2025, for a total term of March 21, 2022, through March 31, 2026; increasing the agreement amount by \$4,879,570 for a total amount not to exceed \$27,594,252; and authorizing HSH to enter into any amendments or other modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the Agreement.

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