

CITY AND COUNTY OF SAN FRANCISCO
GRANT AGREEMENT

between

SAN FRANCISCO ADULT PROBATION DEPARTMENT

and

TENDERLOIN HOUSING CLINIC, Inc.

THIS GRANT AGREEMENT (“Agreement”) is made as of March 1, 2020, in the City and County of San Francisco, State of California, by and between TENDERLOIN HOUSING CLINIC, INC. (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through SAN FRANCISCO ADULT PROBATION DEPARTMENT (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

To provide clean and sober transitional housing, stabilization housing, rental subsidy assistance, and support services to justice involved individuals; and

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

NOW, THEREFORE, in consideration of the premises 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.

- (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 and Appendix B.
- (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**” shall mean this Agreement.
- (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 B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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 Nonappropriation 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. The term of this Agreement shall commence on **March 1, 2020** and expire on **February 28, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

4.3 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.

4.4 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. In no event shall the amount of Grant Funds disbursed hereunder exceed **FIVE MILLION SEVEN HUNDRED FORTY FIVE THOUSAND TWENTY-TWO Dollars (\$5,745,022).**

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A 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 “Cost Reimbursement Request”) substantially in the form that is acceptable to the City. 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 no more than once during each MONTH.

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) **Reserved. (Grant Terms).**

**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. 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 the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the 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 step-parents).

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement.

Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(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, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. 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, the 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 the grantee listed as additional insureds.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

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

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

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E 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 e-mail, and shall be addressed as follows:)

If to the Department or City: **SAN FRANCISCO ADULT PROBATION DEPARTMENT
880 BRYANT STREET, ROOM 200
San Francisco, CA 94103
Attn: DESTINY PLETSCH**

If to Grantee: **TENDERLOIN HUSING CLINIC
126 HYDE STREET_San Francisco, CA 94102
Attn: TABITHA ALLEN, DEPUTY DIRECTOR**

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 % 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. Grantee 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. (Supervision of 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 the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the 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) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. .

16.20 Reserved.

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.

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 by Grantee
- Appendix B, Calculation of Charges
- Appendix C, Reserved
- Appendix D, Interests in Other City Contracts
- Appendix E, Reserved
- Appendix F, Reserved

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.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.		
Section 6.5	Books and Records.	Section 13.4	Grantee Retains Responsibility.
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Article 7	Taxes	This Article 17	Miscellaneous
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

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 Reserved.

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 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:

ADULT PROBATION DEPARTMENT

TENDERLOIN HOUSING CLINIC, INC.

By: Karen L. Fletcher

Karen L. Fletcher
Chief Adult Probation Officer

By: Tabitha Allen

Tabitha Allen

Title: Deputy Director

Approved as to Form:

Federal Tax ID #: 94-2681704

Dennis J. Herrera
City Attorney


City Supplier Number: 9870

By: Jana Clark

Jana Clark
Deputy City Attorney

Appendix A—Services to be provided by Grantee

1.0 PROGRAM DEFINITIONS

<p>Broadway Hotel: Stabilization/Emergency and temporary housing provided to homeless or unstably housed clients of the Collaborative Courts</p>
<p> CASC: Community Assessment and Services Center, a Reentry Services Center of SFAPD.</p>
<p>Case Manager: A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.</p>
<p>City: City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).</p>
<p>City's Program Manager: Destiny Pletsch.</p>
<p>Clean and Sober Transitional Housing: Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.</p>
<p>Collaborative Courts: The San Francisco Collaborative Courts (SFCC) is a network of the Superior Court of California, County of San Francisco that works with individuals and families in the criminal justice, juvenile delinquency, and child welfare systems who are challenged by substance abuse, mental illness and other social welfare concerns. SFCC programs aim to improve individual and family outcomes, minimize incarceration, reduce criminal recidivism and improve public safety. Judicial leadership plays a significant role in motivating participant compliance. Collaborative Courts adhere to principles that combine the values of treatment and rehabilitation with a focus on accountability and public safety.</p>
<p>Collaborative Courts Stabilization Units: A housing program partnership between the San Francisco Adult Probation Department, Collaborative Courts, and Tenderloin Housing Clinic, in which emergency and temporary housing is provided to homeless or unstably housed Clients of the Collaborative Courts.</p>
<p>COMPAS: Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP).</p>
<p>DPO: Deputy Probation Officer of the San Francisco Adult Probation Department.</p>
<p>Drake Hotel: Clean and Sober transitional housing program located at 235 Eddy Street, San</p>

Francisco, CA 94102
Grantee: Tenderloin Housing Clinic (THC)
Grantee's Program Manager: Tabitha Allen
Hart Hotel: Clean and Sober transitional housing program located at 93 Sixth Street, San Francisco, CA 94102
Housing Planning Specialist: THC staff assigned to work in the two different service components of the Program: Rental Subsidy and Stabilization Housing Units. The HPSs work with Participants to address immediate barriers that could potentially prevent Participants from meeting housing goals, creates an Individual Permanent Housing Plan (IPHP) for each Participant, which tracks applications submitted, and progress toward stated goals, and works in tandem with Participant's APD funded case manager ensuring case manager is informed of any incidents, challenges, and progress of each Participant.
Housing Workshops/Trainings: Presentations developed and delivered by THCs Transitional Housing Department Staff for the purpose of educating APD staff, contract staff, and clients about navigating San Francisco's public, affordable, and market rate housing options. Housing workshops may also provide a venue for assisting clients with housing applications.
IPO Program: Interrupt, Predict, Organize (IPO); a violence prevention program integrating subsidized employment, professional development, and case management. Refers to both IPO TAY and IPO Family.
IPHP: Individualized Permanent Housing Plan.
Justice Involved: San Francisco residents who are at least 18 years of age, currently under local SFAPD probation supervision, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in San Francisco or other counties, or San Francisco residents who have a criminal history, or involved in the IPO Program.
Program: Clean and Sober Transitional Housing, Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops/Trainings described in this Appendix A.
Participant: Clients enrolled in the Clean and Sober Transitional and Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops and Trainings provided under this agreement.
Rental Subsidy: Financial assistance provided to participants for the purpose of supporting them in making the transition to market rate housing.

<p>SFAPD: Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD.</p>
<p>SFCC: San Francisco Collaborative Courts.</p>
<p>Stably Housed: Clients should be counted as “stably housed” if they are in permanent, stable housing at the point of follow-up, regardless of whether or not they are residing at the same address as when the assistance was provided.</p>
<p>UCSF/Citywide Probation Team: Team which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.</p>

2.0 INTRODUCTION

The Grantee will provide Clean and Sober Transitional Housing to APD Clients and Stabilization Housing to Clients of the SFCC. The Program also offers Rental Subsidy Assistance, and Housing Workshops/Trainings.

3.0 ROLES AND RESPONSIBILITIES

3.1 City’s Program Manager Roles and Responsibilities

The City’s Program Manager will:

- a) Coordinate with Grantee’s Program Manager and Grantee’s Team to monitor Grantee’s progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- b) Review and approve monthly cost reimbursement requests;
- c) Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- d) Regularly review and update Program documentation to reflect and report on the most current Program status.

The City's tasks of overseeing, coordinating and ensuring compliance are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee’s sole responsibility to ensure it is in compliance with all terms of the Agreement.

3.2 Grantee’s Program Manager Roles, Responsibilities, and Main Tasks

The Grantee’s Program Manager will:

- a) Manage the Grantee’s Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations;
- b) Participate and ensure Grantee’s Team participation in operations and programmatic audits conducted by City’s Program Manager;
- c) Track all Program deliverables and coordinate program data collection;
- d) Provide regular updated Program documentation to reflect and report on the most current Program status;
- e) Keep the City’s Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;

- f) Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- g) Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.3;
- h) Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

3.3 Program Management and Communication

The Grantee's Program management and communications shall include, but are not limited to the following:

- a) Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee's Program Manager shall report on the Program tasks and deliverables for review, input, decision-making, and approval by the City's Program Manager;
- b) Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- c) Discussions on Client's status: Contact SFAPD prior to asking a Participant to leave the Program, unless there is an extreme circumstance in which a Participant is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City's Program Manager as soon as reasonably possible to discuss the circumstances;
- d) Regular phone/email/written communication with DPOs, service providers, and Client, as needed, to ensure that Clients' needs are being addressed and that Clients are following their Individualized Permanent Housing Plan;
- e) Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- f) Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

3.4 Hiring and Staffing Changes

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- "Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status."

4.0 PROGRAM APPROACH

4.1 General Service Approach

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National

Institute of Corrections' eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
 - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
 - b. **Need Principle:** Target interventions to criminogenic needs.
 - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
 - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
 - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

5.0 GENERAL DESCRIPTION OF WORK

5.1 Overview

The City and County of San Francisco Adult Probation Department (SFAPD) supervises adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

5.2 Target Population

The Program target population for the purpose of this Agreement shall be clients of Clients of the SFAPD and SFCC, and on a case by case basis, other justice involved adults who are San Francisco residents.

5.3 Description of Program Services

The Grantee will provide:

- a) Clean and sober transitional housing services at the Drake Hotel & Hart Hotel (SFAPD Clients)
- b) Stabilization housing at the Broadway Hotel (SFCC)
- c) Rental Subsidy Program: Includes, rental subsidy, move-in costs, and on a case by case basis, emergency rental assistance
- d) Housing Application Workshops and Trainings

A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)

Clean and Sober Transitional Housing services is provided by the Grantee through two programs:

- a) New Horizons (Drake Hotel)
- b) New Roads (Hart Hotel)

The Grantee shall Master Lease the Drake Hotel (up to 60 rooms), 235 Eddy Street, San Francisco, CA 94102 and block rent up to 29 rooms in the Hart Hotel located at 93 Sixth Street, San Francisco, CA 94102 or other agreed upon location.

The Grantee will manage the day-to-day operations of the New Horizons (Drake Hotel) and New Roads (Hart Hotel) housing programs. In collaboration with SFAPD funded case management services, the Grantee shall address Participants' substance dependency concerns, mental health issues, employment needs and life skills through broad, collaborative, culturally competent services that work toward Participant's permanent housing attainment.

The Program Length is as follows:

- a) New Horizons Program (Drake Hotel) is 12 months
- b) New Roads (Hart Hotel) Program is up to 6 months, with the possibility of a 6 month extension
- c) An individual's participation in either program is never to exceed the period of the individual's supervision under SFAPD

The Grantee will manage and deliver Clean and Sober Transitional Housing services through the following program components:

Referral/Waitlist Management

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners during determined open referral periods for New Horizons (Drake Hotel) and New Roads (Hart) programs respectively. SFAPD clients may be prioritized for program placement outside the open referral period if

they meet the priority designation described below —SFAPD retains the ability to establish priority referral groups based on the needs of the Client population:

- Drake Hotel: Priority for SFAPD Clients completing 180 days of licensed residential treatment
- Hart Hotel: PRCS Clients with EOP status

Referral management includes the following:

- Continuous outreach to the top 10 clients on each waitlist;
- Participating in outreach in the Reentry Pod and Residential Treatment Programs;
- Tracking all referrals;
- The Grantee will confirm with the DPO via email that referrals for the Program are received;
- Conducting a lottery to establish a waitlist;
- Hosting program orientations and scheduling intakes/assessment; and
- Contacting clients and documenting attempts to contact in accordance with two contact policy

Intake/Assessment/Participant Agreement

The Grantee's Program Team shall complete an intake of each Participant on the first day of program enrollment. If the Client is not deemed suitable for the Program, or the Client does not agree to the terms and conditions of the Program, the Grantee's Program Team shall notify the City's Program Manager and DPO immediately.

The intake process shall include the following:

- Complete client's IPHP within the first 10 days from intake (Attachment A);
- Ensuring the client is connect to an APD-funded case manager or an approved external case manager;
- Sign a Participant Agreement which outlines the program rules and expectations;
- Sign a Release of Information;
- Provide a copy of the grievance policy; and
- Assignment of a Housing Planning Specialist

Program Responsibilities:

- Provide each Participant a bed, clean linen, pillow, and bed bug covers;
- Conduct, at a minimum, weekly regular room inspections;
- Implement/manage a Program Savings Requirement for each Participant. Savings amount will be determined on the basis of Participant income;
- Develop an Individual Permanent Housing Plan (IPHP) with each Participant, including tracking of submitted housing applications and progress toward stated goals. IPHP shall be shared with Participant, DPO, and Case Manager;
- Ensure participants complete a minimum of 3 housing applications within the first 30 days of Program enrollment. For Participants who enter the Program with no income, the Grantee's team shall assist the client to enroll in benefits, and then complete the required housing applications within 30 days of proof of income;
- Within 24 hours of a critical incident, provide a critical incident reports/program violations (Attachment B) to:
 - City's Program Manager
 - DPO
 - Case Manager
- Ensure that Program staff coordinates with Participant's Case Manager to address risks and needs as determined by the ITRP and all initial assessments;
- Assist as necessary, with SFAPD Housing Drug Testing Protocol;
 - Ensure that Grantee's Program Manager and Program Staff participate in monthly collaborative housing meeting;

- Submit program extensions requests on behalf of Participants at least 30 days prior to scheduled exit for City's Program Manager consideration (Attachment G);
- Provide Exit Reports for all Participants (Attachment C); and
- Execute Room turnover:
 - Upon Participant Program Exit, the Grantee will turn over the bedroom and fill the vacancy within 3 business days; the City's Program Manager will be contacted if additional time is necessary

Maintain the Transitional Housing Program Policy and Operational Manual

In partnership with the City's Program Manager, the Grantee shall update the Policy and Operational Manual annually and submit to the City's Program Manager.

Housing Units and Ground Requirements

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 93 Sixth Street (Hart Hotel) and 235 Eddy Street (Drake Hotel), which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 93 Sixth Street and 235 Eddy Street;
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

B) Stabilization Housing (Collaborative Courts—Broadway Hotel)

The Grantee shall block rent up to 15 units at the Broadway Hotel located at 2048 Polk Street or another agreed upon location.

Program Responsibilities:

- Maintain all programmatic agreements with the Collaborative Courts regarding clients and room turnover.

Housing Units and Ground Requirements

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 2048 Polk Street (Broadway Hotel) which includes all facilities maintenance;

- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary;
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 2048 Polk Street
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

C) Rental Subsidy Program

The Rental Subsidy Program aims to financial assist participant's transition into market rate permanent housing. The target population for the program is SFAPD referred clients as having the potential to transition successfully off the subsidy within a specified timeframe, as assessed by the Grantee. A rental subsidy is defined as a monthly housing grant not to exceed \$350 per household per month over a maximum of 6 months or a Participant's termination from SFAPD supervision, whichever happens sooner. On a case by case basis, SFAPD may extend a participants program beyond 6 months.

The Grantee will manage and deliver the services through the following program components:

Referral/Assessment

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners. On a case by case basis, SFAPD may consider referring to the Program Justice Involved San Francisco residents, not under SFAPD supervision.

The Grantee shall assess referred clients to determine eligibility and whether they are appropriate for subsidy or other assistance. The assessment will include a review of the following areas:

- Client's Income Requirements
 - Income must not exceed 80% of Area Median Income (AMI).
 - A minimum of 90 days of consecutive verified employment.
 - Client's income must be a minimum of \$2,200 per month net.
 - Demonstrated ability to increase income and transition off the subsidy within the specified timeframe.
 - Rent shall not exceed 50% of total net household income.
- Participant Agreement
 - Subsidy disbursement is contingent on program engagement and demonstrated progress toward achieving the milestones to increase their income, as established in the IPHP.
 - Provide proof of tenancy (i.e., be named on the lease agreement, have a valid

sublease agreement that can be verified, or submit a completed tenant contract that can be verified).

Subsidy and Tenant Contribution/Financial Assistance

- Participants will receive a flat subsidy of \$350 per month for six months.
- Participants’ contribution (tenant contribution -TC) will be calculated by taking each Participant’s total monthly rent (TR) and subtracting the flat subsidy of \$350 (TC=TR-\$350)
- Financial assistance to aid in the removal of housing related barriers to Participants, costs including but not limited to move-in costs; security deposits; one-time back rent assistance; clothing vouchers; and rental applications and credit report fees.
- On a case by case basis, with approval from City’s Program Manager, Clients not enrolled in the Rental Subsidy program may be provided with one-time financial assistance for the purposes of eviction prevention, assistance with move-in costs, or other expenses that would allow a Client to move into or retain permanent housing.
- Clients who earn 80% AMI or more will not qualify for the subsidy program but may request a one-time move- in assistance for units wherein the rent does not exceed 50% of client’s net income.
- Table 1 provides an example of the proposed tenant contribution and flat rental subsidy based on projected net income. As net incomes may vary based on the participant’s earnings, this table acts as an example of projected net income, tenant contribution, flat rental subsidy, and the monthly max rent.

Table 1: Tenant contribution and flat rental subsidy based on projected net income

Hourly Income	Gross Income	Net Income Annual*	Monthly Net	50% of Net	Monthly Max Rent	Subsidy	Client Contribution	
\$ 13.46	\$28,000.00	\$ 23,138.33	\$ 1,928.19	\$ 964.10	\$ 964.10	\$ 350.00	\$ 614.10	
\$ 14.42	\$30,000.00	\$ 24,605.33	\$ 2,050.44	\$ 1,025.22	\$ 1,025.22	\$ 350.00	\$ 675.22	
\$ 15.38	\$32,000.00	\$ 26,072.33	\$ 2,172.69	\$ 1,086.35	\$ 1,086.35	\$ 350.00	\$ 736.35	
\$ 16.35	\$34,000.00	\$ 27,504.87	\$ 2,292.07	\$ 1,146.04	\$ 1,146.04	\$ 350.00	\$ 796.04	
\$ 17.31	\$36,000.00	\$ 28,931.87	\$ 2,410.99	\$ 1,205.49	\$ 1,205.49	\$ 350.00	\$ 855.49	
\$ 18.27	\$38,000.00	\$ 30,358.87	\$ 2,529.91	\$ 1,264.95	\$ 1,264.95	\$ 350.00	\$ 914.95	
\$ 19.23	\$40,000.00	\$ 31,785.87	\$ 2,648.82	\$ 1,324.41	\$ 1,324.41	\$ 350.00	\$ 974.41	
\$ 20.19	\$42,000.00	\$ 33,212.87	\$ 2,767.74	\$ 1,383.87	\$ 1,383.87	\$ 350.00	\$ 1,033.87	
\$ 21.15	\$44,000.00	\$ 34,625.67	\$ 2,885.47	\$ 1,442.74	\$ 1,442.74	\$ 350.00	\$ 1,092.74	
\$ 22.12	\$46,000.00	\$ 36,012.67	\$ 3,001.06	\$ 1,500.53	\$ 1,500.53	\$ 350.00	\$ 1,150.53	
\$ 23.08	\$48,000.00	\$ 37,394.67	\$ 3,116.22	\$ 1,558.11	\$ 1,558.11	\$ 350.00	\$ 1,208.11	
\$ 24.04	\$50,000.00	\$ 38,581.67	\$ 3,215.14	\$ 1,607.57	\$ 1,607.57	\$ 350.00	\$ 1,257.57	
\$ 25.00	\$52,000.00	\$ 39,768.67	\$ 3,314.06	\$ 1,657.03	\$ 1,657.03	\$ 350.00	\$ 1,307.03	
\$ 25.96	\$54,000.00	\$ 40,951.51	\$ 3,412.63	\$ 1,706.31	\$ 1,706.31	\$ 350.00	\$ 1,356.31	
\$ 26.92	\$56,000.00	\$ 42,112.51	\$ 3,509.38	\$ 1,754.69	\$ 1,754.69	\$ 350.00	\$ 1,404.69	
\$ 27.45	\$57,100.00	80% AMI for San Francisco						
\$ 27.88	\$58,000.00	\$ 43,273.51	\$ 3,606.13	\$ 1,803.06	\$ 1,803.06	\$ 350.00	\$ 1,453.06	
\$ 28.85	\$60,000.00	\$ 44,434.51	\$ 3,702.88	\$ 1,851.44	\$ 1,851.44	\$ 350.00	\$ 1,501.44	
\$ 29.81	\$62,000.00	\$ 45,595.51	\$ 3,799.63	\$ 1,899.81	\$ 1,899.81	\$ 350.00	\$ 1,549.81	
\$ 30.77	\$64,000.00	\$ 46,756.51	\$ 3,896.38	\$ 1,948.19	\$ 1,948.19	\$ 350.00	\$ 1,598.19	
\$ 31.73	\$66,000.00	\$ 47,917.51	\$ 3,993.13	\$ 1,996.56	\$ 1,996.56	\$ 350.00	\$ 1,646.56	
\$ 32.69	\$68,000.00	\$ 49,078.51	\$ 4,089.88	\$ 2,044.94	\$ 2,044.94	\$ 350.00	\$ 1,694.94	
\$ 33.65	\$70,000.00	\$ 50,239.51	\$ 4,186.63	\$ 2,093.31	\$ 2,093.31	\$ 350.00	\$ 1,743.31	

The net income is based on projections from <http://www.taxformcalculator.com/> but could vary based on deductions and other life circumstances. The actual calculations will be based on the net income stated on clients pay check stubs or earning statements.

D) Housing Application Workshop and Trainings

Centered on the dissemination of information and activities related to client's permanent housing attainment, the Grantee shall provide the following on an annual basis:

- 12 Housing Application Workshops for SFAPD Clients and SFAPD Partner Staff

Housing Application Workshops shall be open for all SFAPD client participation. THC will develop topics and materials based on relevant opportunities and or initiatives, including coordinating offsite visits to San Francisco's Adult Coordinated Entry System Access Points.

Grantee shall create and maintain an updated, comprehensive user manual for attainment and housing search preparation, complete with distributable tools such as handouts, fliers or resource guides. Grantee shall also create and maintain an updated, comprehensive user manual for all housing options and waitlists in San Francisco, including but not limited to, emergency shelters, transitional housing, project-based affordable housing, housing subsidy programs, and permanent supportive housing, complete with distributable tools.

6.0 ADMINISTRATIVE REQUIREMENTS

6.1. Grantee Operation Matrix

Grantee Operations Matrix (GOM) is a tool used by SFAPD to monitor contract responsiveness and compliance (Attachment D). On a quarterly basis Grantee shall work with City's Program Manager to review and update the GOM, describe goal achievement, and provide feedback as needed, the City's Program Manager will submit the "SFAPD Notice of Grantee Operations Requirements - Review and Action" (Attachment E) form which identifies contract challenges and requires immediate action.

- Grantee shall respond to any requirements listed in the Grantee Operations Matrix or Notice of Contract Operations Requirements.

6.2 Participant File

Grantee shall develop and maintain complete, properly organized files on all Participants. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

The Grantee shall have written procedures for the release of case file information to include:

- 1) the Participant's signed and dated Release of Information Form,
- 2) the name of the person, agency or organization to whom the information was released, and
- 3) the signature of the employee who released the information and date of release.

Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

6.3. Program Reporting/Data Collection

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance,

completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;

- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Clients' demographic information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Grantee shall adhere to any and all guidelines or rules governing protection of Client;
- Assist the City in collecting and supplying Program and Client data to SFAPD or SFAPD contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (Attachment F);
- Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to SFAPD request; and
- Meet with City's Program Manager or other partners determined by SFAPD as required by SFAPD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and related documentation to City's Program Manager:

- Submission of Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
 - Tracking documents shall be submitted on the 1st and 15th of each month
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
 - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment F)
 - Reporting Schedule:
 - Quarterly/Annual reports are due as follows:
 - Q1 (July-Sept) Report due: November 1st
 - Q2 (Oct-Dec) Report due: February 1st
 - Q3 (Jan-March) Report due: May 1st
 - Q4 (April-June) Report and Annual report due: August 1st

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

7.0 PERFORMANCE MEASUREMENTS

A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)

1) Drake:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 48 beds-Must maintain 38 beds).
- **Reduce Homelessness:** Reduce homelessness by 14,016 days annually (48 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

2) Hart Hotel:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 27 beds-Must maintain 22 beds).
- **Reduce Homelessness:** Reduce homelessness by 7,884 days annually (27 beds x 365 days x 80%).

- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

B) Stabilization Housing (Collaborative Courts—Broadway Hotel)

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 15 beds-Must maintain 12 beds).
- **Reduce Homelessness:** Reduce homelessness by 4,380 days annually (15 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

C) Rental Subsidy Program

- **Rental Subsidy:** Provide rental subsidy to 5-10 clients annually.
- **One Time Assistance:** Provide one time move in costs and/or rental assistance to 5-10 clients annually.
- **Stable Housing:** 75% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.
- **Stable Housing:** 70% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.

8.0 DEPARTMENT LIAISON

In performing the services provided for in this Agreement, Department Liaison will be the City's Program Manager

List of Attachments:

Attachment A: Individual Permanent Housing Plan

Attachment B: Incident/Program Violation Report

Attachment C: Participant Exit Report

Attachment D: Grantee Operation Matrix (GOM)

Attachment E: Notice of Grantee Operations Requirements – Review and Action

Attachment F: Quarterly/Annual Report

Attachment G: Extension Request Form

Appendix B—Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below

Definition of Eligible Expenses

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Cost reimbursement Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
 - (2) rent or related fees for equipment, performance or meeting halls or studios;
 - (3) telephone charges, stationery and office supplies;
 - (4) advertising and publicity costs; and
 - (5) capital expenses which must follow the guidelines set forth by the office of the Controller.
- More information here:
<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants.pdf>;and

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (3) penalties, late charges or interest on any late payments; or
- (4) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses no later than the 15th of each month for services provided in the previous month. Additionally, the City's Program manager must approve all purchases for a single item that exceeds \$500.

Gift Card Tracking and Submission Requirements

A) Gift Card Tracking Requirements

Grantee is responsible to track the purchase and distribution of gift cards at all times. The City's Program Manager will provide a gift card/voucher tracking log(s), and track the following information:

- a) Date Gift Card/Voucher was issued
- b) # of Gift Cards distributed to the client on that date
- c) Type of Gift Card/Voucher
- d) \$ Amount of Gift Card/Voucher
- e) Client's SF#
- f) Client Name (printed)
- g) Client Signature
- h) Justification/Reason for providing the client with the Gift Card/Voucher
- i) Staff Signature

Once all gift cards have been distributed, Grantee shall submit a copy of their gift card/voucher tracking log(s) to the City's Program Manager. The log(s) must include the month in which the purchase of the gift cards will be invoiced to the City APD.

B) Gift Card Submission Requirements

- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.

- Once all the cards in a batch have been distributed, you'll need to submit a copy of the gift card distribution tracking log to the City's Program Manager overseeing your contract and write on the log what month you invoiced APD for the purchase of the gift cards.

payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

Budget:

**SAN FRANCISCO ADULT PROBATION DEPARTMENT
BUDGET SUMMARY BY PROGRAM**

Grantee: Tenderloin Housing Clinic, Inc.

Contract Term: March 1, 2020 to February 28, 2022

Program: Housing

Date: February 5, 2020

(Check One): New Renewal Modification

If modification, Effective Date of Mod. No. of Allocation

Program: Housing	Allocation One	Allocation Two	Allocation Three	Total
Program Term:	March 1, 2020- June 30, 2020 (4 month budget)	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
Expenditures				
Salaries & Benefits	\$ 367,962	\$ 1,131,483	\$ 773,180	\$ 2,272,625
Operating Expense	\$ 81,629	\$ 252,912	\$ 171,522	\$ 506,063
<i>Subtotal</i>	<i>\$ 449,591</i>	<i>\$ 1,384,395</i>	<i>\$ 944,702</i>	<i>\$ 2,778,688</i>
Indirect Percentage (%)	11.5%	11.5%	11.5%	
Indirect Cost	\$ 51,703	\$ 159,205	\$ 108,641	\$ 319,549
Lease Expense	\$ 423,858	\$ 1,288,042	\$ 884,885	\$ 2,596,785
Rental Subsidies/Barrier Removal	\$ 8,333	\$ 25,000	\$ 16,667	\$ 50,000
Total Expenditures	\$ 933,484	\$ 2,856,643	\$ 1,954,895	\$ 5,745,022

Less Rental Income from Inherited tenants

APD Contract	\$ 933,484	\$ 2,856,643	\$ 1,954,895	\$ 5,745,022
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Prepared by: Tonya Jones

Approved by APD Division Director:

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and

“Appendix C – Reserved” will be on next page (SFAPD will edit following blank page in PDF version)

Appendix D - Interest In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
H.S.H. Master Lease Hotel Contract, FY15 – FY20 (amended)	Oct 31, 2018 amendment	\$114,145,237
H.S.H. Modified Payment Program, FY16 – FY21 (amended)	Jul 1, 2018 amendment	\$4,932,652
H.S.H., Baldwin House Hotel, FY20- FY22	May 1, 2019	\$8,020,803
H.S.H. CoC Rental Assistance, Baldwin House Hotel, 8/1/2019 – 8/31/2022	Aug 1, 2019	\$9,338,682
H.S.H. Crown, National & Winton Hotels, 12/1/2019 – 6/30/2021	Nov 1, 2019	\$9,500,000
H.S.H. CoC Rental Assistance, Crown, National & Winton Hotels, 12/1/2019 – 11/30/2022	Aug 1, 2019	\$9,788,192
DBI Central City SRO Collaborative, FY17-FY21, (amended)	Jun 30, 2019, 2 nd amendment	\$2,042,871
DBI CEOP Outreach - FY17 - FY21, (amended)	Jun 30, 2019, 2 nd amendment	\$929,099
Adult Probation -Housing program, 3/1/2020 – 2/28/2022	Mar 1, 2020	5,745,022
MOHCD LaVoz, FY19 - FY20	Jul 1, 2018	\$588,852
MOHCD Right to Counsel, FY19 – FY20	Oct 1, 2018, 1 st amendment	\$2,409,006
SF Superior Court – Drug Court Program – Feb 2018 - Sept 2020	Feb 1, 2018	\$330,000
SF Rent Board Grant – FY20	Jul 1, 2019	\$20,000

Appendix E—Reserved

Appendix F – Reserved