

**CITY AND COUNTY OF SAN FRANCISCO  
ADULT PROBATION DEPARTMENT**

**THIRD AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

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**TENDERLOIN HOUSING CLINIC, INC.**

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**THIRD AMENDMENT**

**This AMENDMENT of the, March 1, 2020 Grant Agreement** (the "Agreement") is dated as of July 1, 2022 and is made 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 ADULT PROBATION DEPARTMENT ("Department").

RECITALS

FIRST AMENDMENT	JULY 1, 2020
SECOND AMENDMENT	DECEMBER 1, 2021

**WHEREAS, WHEREAS**, the Agreement was competitively procured as required through RFQ#APD2019-2 issued on July 5, 2019 and this modification is consistent therewith; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, the Agreement is being amended to update, Appendix B-2 Calculation of Charges, to Appendix B-3, update the not to exceed amount, and terms and conditions of the Grant Agreement; and

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

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

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

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

**(a)** ARTICLE 3 TERM Section 3.2 Duration of Term of the Grant Agreement currently reads as follows:

ARTICLE 3  
TERM

3.2 Duration of Term. The term of this Agreement shall commence on March 1, 2020 and expire on June 30, 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.

*Such section is hereby amended to read as follows (changes in **bold**):*

ARTICLE 3  
TERM

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

**(b) Section 5.1.** Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION THREE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED TWENTY-FIVE Dollars (\$6,336,425)**.

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHT MILLION SEVEN HUNDRED SIX THOUSAND EIGHTY-ONE Dollars (\$8,706,081)**.

**(c) Appendix B-2 Calculation of Charges**

Appendix B-2 Calculation of Charges of the Grant Agreement currently reads as follows:

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-2. 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 15<sup>th</sup> 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:**

Appendix B-1 (Budget) below includes a historic record of original allocations and any modifications prior to this first amendment. True actual expenditures for each year are incorporated into Appendix B-2 (Budget) below.

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>			
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>			
Contract Term: March 1, 2020 to February 28, 2022			
Program: Housing			Date: September 2, 2020
(Check One):    New            Renewal            Modification 1			
If modification, Effective Date of Mod.            No. of Allocation			
Program: Housing	Allocation Year Two	Allocation Year Three	Total
Program Term:	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>			
Salaries & Benefits	\$ 1,093,068	\$ 728,712	\$ 1,821,780
Operating Expense	\$ 266,777	\$ 168,360	\$ 435,137
Subtotal	\$ 1,359,845	\$ 897,072	\$ 2,256,917
Indirect Percentage (%)	11.5%	11.5%	
Indirect Cost	\$ 156,382	\$ 103,163	\$ 259,545
Lease Expense	\$ 1,269,551	\$ 863,192	\$ 2,132,743
Rental Subsidies/Barrier Removal	\$ 25,000	\$ 16,667	\$ 41,667
<b>Subtotal Expenditures</b>	<b>\$ 2,810,778</b>	<b>\$ 1,880,094</b>	<b>\$ 4,690,872</b>
Less Rental Income from Inherited tenants	\$ (34,294)	\$ (32,730)	
<b>Total Expenditures</b>	<b>\$ 2,776,484</b>	<b>\$ 1,847,364</b>	<b>\$ 4,623,848</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2020</b>			
Allocation Year One 03/01/3030-06/30/2020			\$ 891,723
Total Contract			\$ 5,515,571
Prepared by: Tonya Jones _____			
Approved by APD Division Director: _____			

**Appendix B-2 (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: August 10, 2021
(Check One):    New        Renewal        Modification 1		
If modification, Effective Date of Mod.        No. of Allocation		
Program: Housing	Allocation Year Three	Total
Program Term:	July 1, 2021-June 30, 2022 (12 month budget)	
<b>Expenditures</b>		
Salaries & Benefits	\$ 1,120,395	\$ 1,120,395
Operating Expense	\$ 270,360	\$ 270,360
Subtotal	\$ 1,390,755	\$ 1,390,755
Indirect Percentage (%)	11.5%	\$ 0
Indirect Cost	\$ 159,937	\$ 159,937
Lease Expense	\$ 1,235,297	\$ 1,235,297
Rental Subsidies/Barrier Removal	\$ -	\$ -
<b>Subtotal Expenditures</b>	<b>\$ 2,785,989</b>	<b>\$ 2,785,989</b>
Less Rental Income from Inherited tenants	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 2,785,989</b>	<b>\$ 2,785,989</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2021</b>		
Allocation Year One 03/01/2020-06/30/2020		\$ 891,723
Allocation Year Two 07/01/2020-06/30/2021		\$ 2,658,713
Total Contract		\$ 6,336,425
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

*Such section is hereby amended to read as follows (changes in **bold**):*

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-2. 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 15<sup>th</sup> 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.

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#### **A) Gift Card Tracking Requirements**

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- a) Date Gift Card/Voucher was issued
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- 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:**

Appendix B-3 (Budget) below includes a historic record of original allocations and any modifications prior to this third amendment. True actual expenditures for each year are incorporated into Appendix B-3 (Budget) below.

**Appendix B-3 (Budget):**

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>		
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>		
Contract Term: July 1, 2022 to June 30, 2023		
Program: Housing	Date: September 26, 2022	
(Check One): New    Renewal <input checked="" type="checkbox"/> Modification		
If modification, Effective Date of Mod.    No. of Allocation		
Program: Housing	Allocation Year Three	Total
Program Term:	July 1, 2022-June 30, 2023 (12 month budget)	
<b>Expenditures</b>		
Salaries & Benefits	\$ 1,007,489	\$ 1,007,489
Operating Expense	\$ 239,614	\$ 239,614
Subtotal	\$ 1,247,103	\$ 1,247,103
Indirect Percentage (%)	11.5%	11.5%
Indirect Cost	\$ 143,417	\$ 143,417
Lease Expense	\$ 1,243,346	\$ 1,243,346
Rental Subsidies/Barrier Removal	\$ -	\$ -
<b>Subtotal Expenditures</b>	<b>\$ 2,633,866</b>	<b>\$ 2,633,866</b>
Less Rental Income from Inherited tenants	\$ -	
<b>Total Expenditures</b>		<b>\$ 2,633,866</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2022</b>		
Allocation Year One 03/01/2020-06/30/2020		<b>\$ 891,723</b>
Allocation Year Two 07/01/2020-06/30/2021		<b>\$ 2,658,713</b>
Allocation Year Two 07/01/2021-06/30/2022		<b>\$ 2,521,779</b>
<b>Total Contract</b>		<b>\$ 8,706,081</b>
Prepared by: Steve Adami/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

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY  
ADULT PROBATION DEPARTMENT  
By: Cristel Tullock, CAPA  
Cristel Tullock  
Chief Adult Probation Officer

GRANTEE:  
TENDERLOIN HOUSING CLINIC, INC.  
DocuSigned by:  
By: Tabitha Allen, Deputy Director  
Tabitha Allen  
Deputy Director

Approved as to Form:

David Chiu  
City Attorney

By: Jana Clark, Deputy City Attorney  
Jana Clark  
Deputy City Attorney