

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

**SECOND AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
PROVIDENCE FOUNDATION OF SAN FRANCISCO**

THIS AMENDMENT of the **January 1, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **PROVIDENCE FOUNDATION OF SAN FRANCISCO** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

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

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

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

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated **January 1, 2021** between Grantee and City; and **First Amendment**, dated **January 1, 2022**.

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

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

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **July 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City

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

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

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

2.3 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Four Hundred Ninety Seven Thousand Five Hundred Nineteen Dollars (\$9,497,519)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Nine Hundred Ten Thousand Seven Hundred Forty Three Dollars (\$3,910,743)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and

executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later

disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. Additionally, City may seek reimbursement from the Federal Emergency Management Agency (FEMA) for a portion, or all of the costs, paid under this Agreement. As a condition of receiving these funds, Grantee shall comply the FEMA terms set forth in Appendix F, FEMA Emergency & Exigency Grants Requirements.

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Twenty Thousand Eight Hundred Ninety Dollars (\$9,920,890)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Hundred Fifty Six Thousand Five Hundred Forty One Dollars (\$456,541)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in

accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

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

incorporated terms and requirements are stated in Appendix E, Federal Requirements, and Appendix F, Additional Federal Requirements.

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

ARTICLE 10 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and

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

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

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

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

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

If to Grantee: Providence Foundation of San Francisco
4601 Third Street
San Francisco, CA 94124
Attn: Patricia Doyle, Executive Director
pdoyle@providencefoundationsf.org

Any notice of default must be sent by registered mail.

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

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

2.7 Section 16.10 Reserved. (First Source Hiring Program) is hereby deleted and replaced in its entirety to read as follows:

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

2.8 Section 16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care) is hereby deleted and replaced in its entirety to read as follows:

16.21 Additional Provisions for Shelter and Resource Center Grants – Standard of Care.

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

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all

regulatory requirements of state and local law relating to the use and maintenance of AEDs;

- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside

each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;

- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;
- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall;
- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff

person by name and position;

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

from mental illness or substance abuse;

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

(b) In addition, Contractor agrees:

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

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

16.23 Additional Requirements for Federally-Funded Awards.

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

2.10 Section 16.24 Contractor Vaccination Policy of the Agreement is hereby deleted and replaced with the following:

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

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

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

Appendix A, Services to be Provided (dated July 1, 2023)
Appendix B, Budget (dated July 1, 2023)
Appendix C, Method of Payment (dated July 1, 2023)
Appendix D, Interests in Other City Grants (dated July 1, 2023)
Appendix E, Federal Requirements
Appendix F, Additional Federal Requirements

- 2.12 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated July 1, 2023) for the period of September 1, 2020 to July 31, 2023.
- 2.13 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2023) for the period of September 1, 2020 to July 31, 2023.
- 2.14 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2023).
- 2.15 Appendix D, Interests in Other City Grants** of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2023).
- 2.16 Appendix E, Federal Requirements**, is hereby added as an Appendix to the Agreement.
- 2.17 Appendix F, Additional Federal Requirements**, is hereby added as an Appendix to the Agreement.

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**PROVIDENCE FOUNDATION OF SAN
FRANCISCO**

DocuSigned by:
Shireen McSpadden 6/29/2023
CAD7B781896B449...
By: _____
Shireen McSpadden
Executive Director

DocuSigned by:
Patricia Doyle 6/28/2023
796ECAA09FE244B...
By: _____
Patricia Doyle
Executive Director
City Supplier Number: 0000012776
Unique Entity ID: K8RMRATPF8H5

Approved as to Form:
David Chiu
City Attorney

DocuSigned by:
Adam Radtke 6/29/2023
1AFBEA6D5F35481...
By: _____
Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Providence Foundation of San Francisco
Oasis Family Shelter**

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter and support services to families who are experiencing homelessness.

II. Served Population

Grantee shall serve families who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Families are defined as households consisting of at least one adult age 18 or older and at least one minor child under age 18, and people who are pregnant. Grantee shall determine accommodation of clients with service or companion animals at the shelter. Guests may also include those who meet the California Department of Social Services (CDSS) definition of homelessness and who are receiving CalWORKs benefits.

III. Referral and Prioritization

For regular shelter placements, all new families will be referred by the Department via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

All families must go through the Coordinated Entry process and engage Family Access Points. The Access Point staff will assess families for service needs and eligibility and engage in Problem Solving.

For emergency placements, all new families will be referred via a referral process established by the Department. Families may be referred by the Department, approved referral entities, or via family self-referral.

Families in need of same day shelter may make a reservation or go directly to HSH's lowest barrier programs. See <http://hsh.sfgov.org/services/emergencysshelter/> for more information. In order to access other family shelter programs, all families must go through the Coordinated Entry process and engage Family Access Points. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

IV. Description of Services

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

Grantee shall adhere to the Shelter Standards of Care Legislation, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. Grantee shall provide the following services during the term of this grant:

A. Stewardship of the Lease:

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

B. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services:

1. **Problem-Solving:** Grantee shall engage in problem solving conversations with households, including exploring housing options outside of the HRS such as relocation, advocating on behalf of households with landlords, and/or conflict mediation.
2. **Orientation:** Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
3. **Intake and Assessment:** Grantee shall conduct intake and assessment with each household to review the components of the Family Success Plan and identify strengths and needs to create a customized Family Success Plan that addresses Housing, Financial, Education, Employment and Family Stability within the first week the family resides in the shelter.
4. **Case Management:** Grantee shall provide ongoing Case Management to households to support the goals of the Family Success Plan. Grantee shall review the Family Success Plan at the first Case Management meeting, at the end of 90 days in shelter, and every 30 days thereafter.
5. **Case Coordination:** Grantee shall collaborate with Access Points and other service providers, such as, but not limited to Rapid Rehousing providers to coordinate housing search and placement. Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
6. **Housing Search and Placement Support:** Grantee shall assist households with identifying strengths and needs in relation to searching for and obtaining housing. This may include, but is not limited to, reviewing credit reports and any eviction history. Grantee will assist in notifying households of housing opportunities and assistance with housing applications. Grantee shall assist households with strengthening in areas that are needed to gain housing.

7. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
8. Behavioral Health: Grantee shall address any behavioral health and health needs in house or by referral.
9. Financial Planning Assistance: Grantee shall develop a plan with households who reside in the shelter for more than 30 days to save 75 percent of their net earnings in a trust account. Grantee shall also work with households on a budget and financial literacy, including opening a bank account if households do not already have one.
10. Support Groups, Social Events and Organized Activities: Grantee shall provide families with opportunities to take part in organized gatherings for peer support that are appropriate for the facility's hours of operation. These events may be planned with or based on input from families and shall be held on-site at least once per week. Grantee shall post and provide families with a monthly calendar of events.
11. Shelter Community Meetings: Grantee shall conduct monthly community meetings for families where they may discuss building/program concerns and program ideas.
12. Extensions: Grantee Directors may grant households an extension of stay in line with established HSH length of stay and extension policies. If a family is accepted into a Rapid Rehousing program or if the family is slated to enter Permanent Supportive Housing (PSH), the stay may be extended through the duration of the housing search, or until the PSH unit is available, respectively.
13. Referrals and Coordination of Services: Grantee shall also communicate and coordinate with outside service providers to support existing clients in their transition, including, but not limited to assisting clients in obtaining and maintaining public benefits:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g., County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g., In-Home Support Services); and

- d. Employment and job-related services (e.g., Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
 - 14. Emergency Response and Conflict Resolution: Grantee shall provide Support Services staff who shall be equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution during the shelter hours of operation.
 - 15. Wellness Checks: Grantee shall conduct wellness checks, in accordance with HSH policies, as necessary, to identify clients who show signs of concern.
- C. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- D. Program Support: Grantee shall provide programmatic support, including, but not limited to:
- 1. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
 - 2. Hiring and supervision of onsite staff and any subcontractors; and
 - 3. Data entry and reporting.
- E. Building Operations:
- 1. Grantee shall maintain pest-free facilities and systems in full compliance with requirements of the agreement with the landlord and in accordance with DPH requirements and guidelines to maintain the health and safety of guests and staff and ensure that smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, and access to hygiene are in working condition.
 - 2. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for guests, partner agencies and on-site staff.
 - 3. Laundry: Grantee shall provide laundry services.
 - 4. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH requirements and standards.
 - 5. Furnishings and Guest Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for guests.
 - 6. Personal Protective Equipment (PPE): Grantee shall be responsible for maintaining and replacing their own PPE supplies.
 - 7. Biohazard Cleaning: Grantee shall ensure that units receive deep cleaning when a room or unit that is sheltering a COVID-19 positive guest turns over; when a guest becomes symptomatic; or in the event of a death on site.

8. Meals: Grantee shall provide two meals per day to guests in accordance with all Shelter Standards of Care requirements.

V. Location and Time of Services

Grantee shall provide services at the Oasis Family Shelter located at 900 Franklin Street, 24 hours per day, seven days per week.

VI. Service Requirements

- A. Facilities: Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards¹.
- B. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- C. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.
- D. Dietary and Food Safety
Grantee shall meet the following meal dietary requirements:
 1. Provide meals for clients following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established meal pattern, portion sizes and vegetarian and religious/diet accommodations;
 2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;

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

3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
 4. Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.
- E. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.
- F. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- G. Feedback, Complaint and Follow-up Policies:
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request repairs/services; and
 2. A written quarterly survey, which shall be offered to the served population to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- H. City Communications and Policies
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
 2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to: hearings on issues related to homelessness²; SGAC meetings; Attendance of the Shelter Monitoring Committee Meetings³; Local Homeless Coordinating Board⁴; Stakeholder Meeting; and Shelter Access Workshops;
 3. Attendance of trainings, as requested;
 4. Adherence to the Shelter Standards of Care requirements;

² If the Grantee supervisor has questions about whether or not attending the meeting/hearing in question is within the scope of services, the supervisor shall contact the HSH Family Emergency Services Manager or a designee for clarification.

³ The Shelter Monitoring Committee has the option of inviting the Client Advocates to attend meetings. If the Client Advocate is a member of the Shelter Monitoring Committee, then that Client Advocate may attend.

⁴ The Board has the option of inviting the Client Advocates to the meeting. If the Client Advocate is a member of the Board then that advocate may attend. If there is an agenda item that pertains to the grievance process, then the Client Advocates may attend.

5. Adherence to the Shelter Guest Advocate Agreement;
 6. Adherence to the HSH Shelter Grievance Policy;
 7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- I. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- J. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- K. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 2. That the Grantee Director or Manager or a representative will attend appropriate neighborhood meetings;
 3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
 4. Minimizing the impact on the neighborhood of served population waiting to enter the service location; and
 5. Active discouragement of loitering in the area surrounding the building.
- L. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;

4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
5. Assistance with conflict de-escalation and crisis management.

M. Data Standards:

1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process⁵ including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
2. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

N. Record Keeping and Files:

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

⁵ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here:

<https://hsh.sfgov.org/get-information/one-system/>.

- O. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with guests will participate in annual trainings on harm reduction, overdose recognition and response.
- P. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, low-barrier access to housing and services.

VII. Service Objectives

- A. Grantee shall maintain an average unit utilization rate of at least 90 percent at any time.
- B. Grantee shall offer case management services to 100 percent of guests.

VIII. Outcome Objectives

- A. A minimum of 80 percent of guests exiting the program who have stayed in the program for 30 days or more will move into permanent housing such as rental by client with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program; and
- B. One hundred percent of guests will receive housing advocacy support, including gathering and uploading of vital documents, document readiness, notifying households of housing opportunities and assistance with housing applications as needed.
- C. Eighty percent of guests who participated in the Client Satisfaction Survey will rate services as “Excellent” or “Good”. Grantee shall use the following standardized question: “How would you rate the [name of program] Program overall?” The options should be “Excellent”, “Good”, “Fair” and “Poor”.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.

- D. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- E. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- F. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. Grantee shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by the U.S. Department of Housing and Urban Development and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- I. Grantee shall provide the CalWORKS Housing Subsidy Program (CWHSP) State Data report monthly through the Launchpad data system by the 10th of the month. Grantee shall provide monthly employment status in the State data report.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: guest files, the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match

sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

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

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

	A	B	C	D	E	H	K	N	O	P	AO	AP	AQ
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												Page 1 of 9
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2023											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2023	3									
6	Amended Term	9/1/2020	7/31/2023	4									
7	Provider Name	Providence Foundation											
8	Program	Oasis Family Shelter											
9	FSP Contract ID#	1000020746											
10	Action (select)	Amendment											
11	Effective Date	7/1/2023											
12	Budget Names	General Fund & Prop C - Shelter, HSA Work Order - Shelter											
13		Current	New										
14	Term Budget	\$ 9,091,291	\$ 9,464,349										
15	Contingency	\$ 406,228	\$ 456,541	10%	EXTENSION YEAR								
16	Not-To-Exceed	\$ 9,497,519	\$ 9,920,890		Year 1	Year 2	Year 3	Year 4			All Years		
17		9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	9/1/2020 - 6/30/2023	9/1/2020 - 7/31/2023	9/1/2020 - 7/31/2023			
18		Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures												
20	Salaries & Benefits	\$ -	\$ -	\$ 1,997,333	\$ -	\$ 186,621	\$ 186,621	\$ 1,997,333	\$ 186,621	\$ 2,183,954			
21	Operating Expense	\$ -	\$ -	\$ 977,333	\$ -	\$ 31,970	\$ 31,970	\$ 977,333	\$ 31,970	\$ 1,009,303			
22	Subtotal	\$ -	\$ -	\$ 2,974,666	\$ -	\$ 218,592	\$ 218,592	\$ 2,974,666	\$ 218,592	\$ 3,193,258			
23	Indirect Percentage												
24	Indirect Cost (Line 22 X Line 23)	\$ -	\$ -	\$ 389,631	\$ -	\$ 29,466	\$ 29,466	\$ 389,631	\$ 29,466	\$ 419,097			
25	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ 828,055	\$ -	\$ 125,000	\$ 125,000	\$ 828,055	\$ 125,000	\$ 953,055			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 1,260,119	\$ 3,738,075	\$ 4,192,352	\$ -	\$ 373,057	\$ 373,057	\$ 9,190,546	\$ 373,057	\$ 9,563,604			
29													
30	HSH Revenues (select)												
31	General Fund - Ongoing	\$ 1,153,764	\$ 925,609	\$ 577,484	\$ -	\$ 49,567	\$ 49,567	\$ 2,656,857	\$ 49,567	\$ 2,706,424			
33	Prop C - One-time COVID-19 Bonus Pay	\$ 7,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,100	\$ -	\$ 7,100			
34	Prop C	\$ -	\$ 1,794,751	\$ 1,800,000	\$ -	\$ 154,500	\$ 154,500	\$ 3,594,751	\$ 154,500	\$ 3,749,251			
35	Work Order HSA	\$ -	\$ 833,880	\$ 833,880	\$ -	\$ 69,490	\$ 69,490	\$ 1,667,760	\$ 69,490	\$ 1,737,250			
36	General Fund - One-Time	\$ -	\$ 183,835	\$ 520,625	\$ -	\$ -	\$ -	\$ 704,460	\$ -	\$ 704,460			
37	General Fund - Ongoing (Rent)	\$ -	\$ -	\$ 460,363	\$ -	\$ 99,500	\$ 99,500	\$ 460,363	\$ 99,500	\$ 559,863			
38		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 1,160,864	\$ 3,738,075	\$ 4,192,352	\$ -	\$ 373,057	\$ 373,057	\$ 9,091,291	\$ 373,057	\$ 9,464,349			
41	Other Revenues (to offset Total Expenditures)												
42	Private Match	99,255	-	-	-	-	-	99,255	-	99,255			
43		-	-	-	-	-	-	-	-	-			
47	Total Other Revenues	99,255	-	-	-	-	-	99,255	-	99,255			
48		-	-	-	-	-	-	-	-	-			
49	Total HSH + Other Revenues	1,260,119	3,738,075	4,192,352	-	373,057	373,057	9,190,546	373,057	9,563,604			
50	Rev-Exp (Budget Match Check)	-	-	-	-	-	-	-	-	-			
52	Total Adjusted Salary FTE (All Budgets)						27.06						
58	Template last modified	7/26/2022											
59	NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.												
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	A	D	G	H	K	L	M	AL	AM	AN
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	7/1/2023								
4	Provider Name	Providence Foundation								
5	Program	Oasis Family Shelter								
6	FSP Contract ID#	1000020746								
7	Budget Name	General Fund & Prop C - Shelter								
8	EXTENSION YEAR									
9		Year 1	Year 2	Year 3	Year 4			All Years		
10		9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	9/1/2020 - 6/30/2023	9/1/2020 - 7/31/2023	9/1/2020 - 7/31/2023
11		Actuals	Actuals	Current	Current	Amendment	New	Current/Actuals	Amendment	New
14	Utilities(Elec. Water, Gas, Phone, Scavenger)			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
15	Office Supplies			\$17,950		\$ 1,545	\$ 1,545	\$ 17,950	\$ 1,545	\$ 19,495
16	Postage			\$ 500		\$ -	\$ -	\$ 500	\$ -	\$ 500
17	Building Supplies and Repairs			\$98,907		\$ 8,599	\$ 8,599	\$ 98,907	\$ 8,599	\$ 107,506
18	Printing and Reproduction			\$6,663		\$ 455	\$ 455	\$ 6,663	\$ 455	\$ 7,118
19	Insurance			\$ 15,410		\$ 1,288	\$ 1,288	\$ 15,410	\$ 1,288	\$ 16,698
20	Staff Training			\$ 5,000		\$ 429	\$ 429	\$ 5,000	\$ 429	\$ 5,429
21	Staff Travel-(Local & Out of Town)			\$ 300		\$ 26	\$ 26	\$ 300	\$ 26	\$ 326
22	Rental of Equipment			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
23	Laundry Combined			\$ 29,047		\$ 2,318	\$ 2,318	\$ 29,047	\$ 2,318	\$ 31,365
24	Linens/Towels Laundry--PTG Linen Service			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
25	Guest Laundry Service--Purple Tie			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
26	Client Supplemental Meals/Food/Other Supplies (2x7 meals)			\$ 110,000		\$ 6,181	\$ 6,181	\$ 110,000	\$ 6,181	\$ 116,181
27	Client Supplies (hygiene, etc)			18547		\$ 1,717	\$ 1,717	\$ 18,547	\$ 1,717	\$ 20,264
28	Client Transportation (Emergency Uber and Lift)			\$ 1,500		\$ 129	\$ 129	\$ 1,500	\$ 129	\$ 1,629
29	Telephone/Cell/Cable/Internet			\$ 12,725		\$ 944	\$ 944	\$ 12,725	\$ 944	\$ 13,669
30	Cleaning & Janitorial			\$ 83,730		\$ 5,579	\$ 5,579	\$ 83,730	\$ 5,579	\$ 89,309
31	Fire/Security Monitoring/Cameras			\$ 500		\$ -	\$ -	\$ 500	\$ -	\$ 500
32	Hotel Rent			\$ 460,363		\$ -	\$ -	\$ 460,363	\$ -	\$ 460,363
33	Communications (Walkie Talkies)			\$ 1,000		\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
34						\$ -	\$ -	\$ -	\$ -	\$ -
35	Consultants					\$ -	\$ -	\$ -	\$ -	\$ -
36	IT and HR Support			\$ 4,000		\$ 343	\$ 343	\$ 4,000	\$ 343	\$ 4,343
37	Wise Health			\$ 7,000		\$ 601	\$ 601	\$ 7,000	\$ 601	\$ 7,601
38				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
39						\$ -	\$ -	\$ -	\$ -	\$ -
47	Subcontractors (First \$25k Only)					\$ -	\$ -	\$ -	\$ -	\$ -
48	Safety and De-escalation			\$ 25,000		\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
60										
61	TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ 898,142	\$ -	\$ 30,152	\$ 30,152	\$ 898,142	\$ 30,152	\$ 928,294
62										
63	Other Expenses (not subject to indirect cost %)									
64	Jones Security			\$ 308,417		\$ -	\$ -	\$ 308,417	\$ -	\$ 308,417
65	Rent					\$ 99,500	\$ 99,500	\$ -	\$ 99,500	\$ 99,500
74										
75	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ 308,417	\$ -	\$ 99,500	\$ 99,500	\$ 308,417	\$ 99,500	\$ 407,917
76										
77	Capital Expenses									
78						\$ -	\$ -	\$ -	\$ -	\$ -
84						\$ -	\$ -	\$ -	\$ -	\$ -
85										
86	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
87										
88	HSH #3									Template last modified 7/26/2022

	A	H	K	L	M	AL	AM	AN
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	OPERATING DETAIL							
3	Document Date	7/1/2023						
4	Provider Name	Providence Four						
5	Program	Oasis Family She						
6	FSP Contract ID#	1000020746						
7	Budget Name	HSA Work Orde						
8	EXTENSION YEAR							
9		Year 3	Year 4			All Years		
10		7/1/2022 - 6/30/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	9/1/2020 - 6/30/2023	9/1/2020 - 7/31/2023	9/1/2020 - 7/31/2023
11		Current	Current	Amendment	New	Actuals	Amendment	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ -	\$ -	\$ 1,717	\$ 1,717	\$ -	\$ 1,717	\$ 1,717
20	Staff Travel-(Local & Out of Town)	\$ 1,200	\$ -	\$ 102	\$ 102	\$ 1,200	\$ 102	\$ 1,302
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Client Needs and Costs	\$ 77,991	\$ -	\$ -	\$ -	\$ 77,991	\$ -	\$ 77,991
23				\$ -		\$ -	\$ -	\$ -
42	Consultants			\$ -		\$ -	\$ -	\$ -
43				\$ -		\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)			\$ -		\$ -	\$ -	\$ -
55				\$ -		\$ -	\$ -	\$ -
67								
68	TOTAL OPERATING EXPENSES	\$ 79,191	\$ -	\$ 1,818	\$ 1,818	\$ 79,191	\$ 1,818	\$ 81,009
69								
70	Other Expenses (not subject to indirect cost %)							
71	Rent	\$ 519,638	\$ -	\$ 25,500	\$ 25,500	\$ 519,638	\$ 25,500	\$ 545,138
83								
84	TOTAL OTHER EXPENSES	\$ 519,638	\$ -	\$ 25,500	\$ 25,500	\$ 519,638	\$ 25,500	\$ 545,138
85								
86	Capital Expenses							
87				\$ -		\$ -	\$ -	\$ -
94								
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96								
97	HSH #3							Template last modified 7/26/2022

	A	B	C	D	E
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				Page 8 of 9
2	APPENDIX B, BUDGET				
3	Document Date	7/1/2023			
4	Contract Term	Begin Date	End Date	Duration (Years)	
5	Current Term	9/1/2020	6/30/2023	3	
6	Amended Term	9/1/2020	7/31/2023	3	
7					
8	Approved Subcontractors				
10	Jones Security (ended FY22-23)				
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											Page 9 of 9	
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2023											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2023	3									
6	Amended Term	9/1/2020	7/31/2023	3									
7					Year 1	Year 2	Year 3						
8	Service Component				9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023						
10	Families				59	59	59						
11													
12													
13													
14													
15													
16													
17													
18													

Appendix C, Method of Payment

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

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

B. Invoicing System:

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

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

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

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

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

General Fund / Prop C / Human Services Agency Work Order	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000. Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

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

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Central Waterfront Navigation Center	July 1, 2021 – June 30, 2024	\$9,354,203
Department of Homelessness and Supportive Housing	Shelter Storage	July 1, 2021 – June 30, 2024	\$590,936
Department of Homelessness and Supportive Housing	Supportive Housing at Armstrong Place	July 1, 2020 – June 30, 2023	\$451,101
Department of Homelessness and Supportive Housing	Emergency Solutions Grant (ESG) Shelter Services	July 1, 2020 – June 30, 2025	\$312,500
Department of Homelessness and Supportive Housing	Emergency Housing Vouchers (EHV)	February 1, 2022 – June 30, 2023	\$1,046,538
Department of Homelessness and Supportive Housing	Bayview Flexible Housing Subsidy Pool	July 1, 2022 – June 30, 2024	\$2,418,117

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

I. Definitions

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

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

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
- i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration¹) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
 - v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
 - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

¹ 2 CFR § 200.332(a)(1)(xiv)
Appendix E to G-150 (3-21)
FSP#: 1000020746

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

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

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

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

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

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

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

VII. Davis-Bacon Act Compliance. *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

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

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

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

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

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

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

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

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

- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

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

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

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

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

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

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

XIII. Single Audit Requirements

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

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

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

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

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

**Appendix F - Federal Requirements: Provisions for Subawards and Subcontracts of
Department of Health & Human Services Administration for Children and Families Funds,
and
Matching Funds to those Federal Funds**

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the “Drug-Free Workplace Act of 1988,” all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).

- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).

- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).

- IV. In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children’s services and that all sub grantees shall certify compliance accordingly.

- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the award term, go to: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

- VI. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
- a. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - b. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - c. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).