

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

FIFTH AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**TENDERLOIN HOUSING CLINIC, INC.
AGREEMENT ID 1000020198**

FIFTH AMENDMENT

This AMENDMENT of the March 1, 2020 Grant Agreement (the "Agreement") is dated as of **January 1, 2024 and** is made in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC, INC.** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **ADULT PROBATION DEPARTMENT** ("Department").

RECITALS

WHEREAS, WHEREAS, the Agreement was competitively procured as required through **RFQ#APD2019-02 issued on July 5, 2019** and this modification is consistent therewith; and

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

WHEREAS, The Grant Agreement is being amended to increase the not-to-exceed amount, update Appendix B-4 to Appendix B-5, and add Section 16.20; and

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

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
- 2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) 16.21 Compliance with Other Laws.**

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

16.21 Compliance with Other Laws.

(a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

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

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

5. 1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION NINE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED AND NINE Dollars (\$9,929,309).**

Such section is hereby deleted and replaced in its entirety to read as follows (new text in bold):

5. 1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION ONE HUNDRED FORTY THREE THOUSAND NINE HUNDRED AND SIXTY Dollars (\$11,143,960).**

(c) **Appendix B-4: (Calculation of Charges)** of the Grant Agreement currently reads as follows:

Appendix B-4: Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A-2. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below

Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Cost reimbursement Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

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

Eligible Expenses shall specifically *exclude*:

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

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

Gift Card Tracking and Submission Requirements

A) Gift Card Tracking Requirements

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

- a) Date Gift Card/Voucher was issued
- b) # of Gift Cards distributed to the client on that date
- c) Type of Gift Card/Voucher
- d) \$ Amount of Gift Card/Voucher

- e) Client's SF#
- f) Client Name (printed)
- g) Client Signature
- h) Justification/Reason for providing the client with the Gift Card/Voucher
- i) Staff Signature

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

B) Gift Card Submission Requirements

- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.
- Once all the cards in a batch have been distributed, you'll need to submit a copy of the gift card distribution tracking log to the City's Program Manager overseeing your contract and write on the log what month you invoiced APD for the purchase of the gift cards.

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

Budget:

Appendix B-4 (Budget) below includes a historic record of original allocations and any modifications prior to this fourth amendment. True actual expenditures for each year are incorporated into Appendix B-4 (Budget) below.

Appendix B-4 (Budget):

Contract Term: July 1, 2023 to June 30, 2024

Date: May 25, 2023

(Check One): New Renewal ☒ Modification / Extension

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

Program: Transitional Housing

Program Term:	Allocation Year Five	Total
	Fourth Amendment July 1, 2023 - December 31, 2023 (6 month budget)	
Expenditures		
Salaries & Benefits	\$ 478,128	\$ 478,128
Operating Expense	\$ 133,800	\$ 133,800
Subtotal	\$ 611,928	\$ 611,928
Indirect Percentage (%)	11.5%	11.5%
Indirect Cost	\$ 70,372	\$ 70,372
Lease Expense	\$ 642,472	\$ 642,472
Rental Subsidies/Barrier Removal	\$ -	\$ -
Subtotal Expenditures	\$ 1,324,772	\$ 1,324,772
Less Rental Income from Inherited tenants	\$ (15,678)	\$ (15,678)
Total Expenditures	\$ 1,309,094	\$ 1,309,094

Budget Program Cost from FY23 Allocation Year Four		
Allocation Year Four 07/1/2022 -0 6/30/2023		\$ 2,633,866
Allocation Year Four Projected Under Spending vs. Budget \$ (85,866)		
Historical Actual Program Cost from 03/01/2020-06/30/2022		
Allocation Year One 03/01/2020-06/30/2020		\$ 891,723
Allocation Year Two 07/01/2020-06/30/2021		\$ 2,658,713
Allocation Year Three 07/01/2021-06/30/2022		\$ 2,521,779
Allocation Year Four 07/01/2022-06/30/2023		

Total Contract		\$ 9,929,309
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Prepared by: Wynne Tang

Approved by APD CFO: Taras Madison

Such section is hereby deleted and replaced in its entirety to read as follows (new text in bold):

Appendix B-5: Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A-2. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs; and

Eligible Expenses shall specifically *exclude*:

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

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

Gift Card Tracking and Submission Requirements

A) Gift Card Tracking Requirements

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

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

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B) Gift Card Submission Requirements

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

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

Budget:

Appendix B-5 (Budget) below includes a historic record of original allocations and any modifications prior to this fourth amendment.

Appendix B-5 (Budget):

SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM

Grantee: Tenderloin Housing Clinic, Inc.

Program Term:	Fifth Amendment January 1, 2024 - June 30, 2024 (6 month budget)	Total
Expenditures		
Salaries & Benefits	\$ 478,128	\$ 478,128
Operating Expense	\$ 129,853	\$ 129,853
Subtotal	\$ 607,981	\$ 607,981
Indirect Percentage (%)	11.5%	11.5%
Indirect Cost	\$ 69,918	\$ 69,918
Lease Expense	\$ 536,752	\$ 536,752
Rental Subsidies/Barrier Removal	\$ -	\$ -
Subtotal Expenditures	\$ 1,214,651	\$ 1,214,651
Total Expenditures	\$ 1,214,651	\$ 1,214,651

Budget Program Cost from FY23 Allocation Year Four		
Allocation Year Five 07/1/2023 - 12/31/2023		\$ 1,309,093
Allocation Year Four Projected Under Spending vs. Budget		\$ (85,866)
Allocation Year Four 07/01/2022-06/30/2023		\$ 2,633,866
Historical Actual Program Cost from 03/01/2020-06/30/2022		
Allocation Year One 03/01/2020-06/30/2020		\$ 891,723
Allocation Year Two 07/01/2020-06/30/2021		\$ 2,658,713
Allocation Year Three 07/01/2021-06/30/2022		\$ 2,521,779

Total Contract		\$ 11,143,960
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3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

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

CITY
ADULT PROBATION DEPARTMENT

GRANTEE:
TENDERLOIN HOUSING CLINIC, INC.

By: _____
Cristel Tullock
Chief Adult Probation Officer

By: _____
Print Name: Tabitha Allen

Title: Deputy Director

Federal Tax ID #: 942681706

Approved as to Form:

City Vendor Number: 0000009870

David Chiu
City Attorney

By: _____
Jana Clark
Deputy City Attorney