

File No. 241075

Committee Item No. 27

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 4, 2024

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
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OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Grant Agreement 2/1/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 1 7/1/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>HSH Presentation 12/4/2024</u>
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Completed by: Brent Jalipa Date November 26, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Compass Family Services - Urgent Accommodation
2 Vouchers Program for Families and Pregnant People - Not to Exceed \$17,801,570]

3 **Resolution approving the second amendment to the grant agreement between**
4 **Compass Family Services and the Department of Homelessness and Supportive**
5 **Housing (“HSH”) for the Urgent Accommodation Vouchers Program for Families and**
6 **Pregnant People that provides temporary shelter for families experiencing**
7 **homelessness; extending the grant term by 18 months from December 31, 2024, for a**
8 **total term of February 1, 2023, through June 30, 2026; increasing the agreement**
9 **amount by \$9,660,200 for a total amount not to exceed \$17,801,570; and authorizing**
10 **HSH to enter into any amendments or other modifications to the second amendment**
11 **that do not materially increase the obligations or liabilities, or materially decrease the**
12 **benefits to the City and are necessary or advisable to effectuate the purposes of the**
13 **agreement.**

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

19 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the Board
20 of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed San
21 Francisco’s commitment to a continuum of shelter and service options for people experiencing
22 homelessness; and

23 WHEREAS, The City is committed to expanding and diversifying shelter services for
24 people living unsheltered in our community; and
25

1 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 405 families
2 experiencing homelessness in San Francisco on any given night, a 98% increase since 2022;
3 and

4 WHEREAS, The Urgent Accommodation Vouchers Program for Families and Pregnant
5 People (the “Program”) expands family shelter capacity and is one of the components of
6 Mayor London N. Breed’s Safer Families Plan which responds to the recent increase in family
7 homelessness; and

8 WHEREAS, The Program provides low-barrier and non-congregate temporary shelter
9 for families while they access supportive services, and at least 80 voucher slots will be used
10 to augment the City’s family shelter system and used for longer-term stays in alignment with
11 other family shelter time limits; and

12 WHEREAS, In Fiscal Year 2023 to 2024, this program served 228 families; and

13 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
14 Receipts Tax for Homelessness Services) (“Prop C”), passed by San Francisco voters in
15 November 2018, to fund the Our City, Our Home (“OCOH”) Fund, in order to expand and
16 complement existing funding and strategic efforts to prevent and end homelessness for San
17 Franciscans, including shelter programming; and

18 WHEREAS, 62% of this agreement is funded with Prop C dollars; and

19 WHEREAS, The nonprofit provider Compass Family Services (“Compass”) has
20 extensive experience serving families experiencing or at-risk of homelessness; and

21 WHEREAS, In February 2023, HSH entered into a grant agreement (“Agreement”) with
22 Compass to administer the Program for the term February 1, 2023, through June 30, 2024, in
23 an amount not to exceed \$2,676,346; a copy of which is on file with the Clerk of the Board of
24 Supervisors (“Clerk”) in File No. 241075; and

1 WHEREAS, HSH executed the first amendment to the Agreement in July 2024, which
2 extended the Agreement term for Compass to continue providing these services by 6 months
3 to December 31, 2024, and increased the not to exceed amount by \$5,465,024 for a total
4 amount not to exceed \$8,141,370; a copy of which is on file with the Clerk in File No. 241075;
5 and

6 WHEREAS, The proposed second amendment ("Amendment") would extend the
7 Agreement for Compass to continue to provide these services by 18 months to June 30, 2026,
8 and increase the not to exceed amount by \$9,660,200 for a total amount not to exceed
9 \$17,801,570; and

10 WHEREAS, A copy of the Amendment is on file with the Clerk in File No. 241075,
11 substantially in final form, with all material terms and conditions included, and only remains to
12 be executed by the parties upon approval of this Resolution; and

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

15 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
16 of HSH ("Director") or their designee to execute the Amendment to extend the current term of
17 February 1, 2023, through December 31, 2024, to February 1, 2023, through June 30, 2026,
18 and to increase the not to exceed amount by \$9,660,200 for a total amount not to exceed
19 \$17,801,570; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director or their
21 designee to enter into any amendments or modifications to the Amendment, prior to its final
22 execution by all parties, that HSH determines, in consultation with the City Attorney, do not
23 materially increase the obligations or liabilities of the City or materially decrease the benefits
24 to the City, are necessary or advisable to effectuate the purposes of the grant, and are in
25 compliance with all applicable laws; and, be it

FURTHER RESOLVED, That within 30 days of the Amendment being executed by all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File No. 241075; this requirement and obligation resides with HSH, and is for the purposes of having a complete file only, and in no manner affects the validity of the approved agreement.

Recommended:

$|s|$

Shireen McSpadden

Executive Director

Department of Homelessness and Supportive Housing

Item 27 File 24-1075	Department: Homelessness and Supportive Housing
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The Urgent Accommodation Vouchers (UAV) Program provides emergency short-term hotel stays and supportive services for families and pregnant people. The proposed resolution would approve the second amendment to the agreement between Compass Family Services and the Department of Homelessness and Supportive Housing to extend the grant term for UAV by another 18 months, from December 31, 2024 to June 30, 2026, and would increase the not-to-exceed amount by \$9,660,200 for a total not to exceed \$17,801,570. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> This proposed amendment reflects an increase of 115 families served at any given time compared to FY 2023-24 (when 15 families were initially served at any given time, until voucher slots were increased by 35 beginning May 1, 2024). Of the 130 households to be served in FY 2024-25, at least 80 voucher slots will be used for longer-term stays that align with other family shelter time limits, according to HSH. Based on the program monitoring assessment, Compass met five out of the nine objectives for the 18-day period the program was operational in FY 2022-23. The Department reported that Compass met all service and outcome objectives in FY 2023-24. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The actual amounts spent in FY 2022-23 and FY 2023-24 were significantly less than the amount budgeted. In FY 2022-23, the total expenditures of \$309,897 represented just 24 percent of the total budget of \$1,265,144. The following fiscal year, FY 2023-24, the total expenditure of \$1,219,771 was 52 percent of the total budget of \$2,338,598. The Department reported that underspending in FY 2022-23 was driven by delays in hiring, lower operational expenses, and lower direct client funding. In FY 2023-24, underspending was driven by Compass staff vacancies, unused funds from a DPH work order, and a \$1 million budget augmentation that could not be fully spent. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> In FY 2024-25, the voucher slots will expand from 50 to 130 and the scope of the program will change with 80 of the 130 slots intended for longer-term stays that align with family shelter time limits. Actual expenditures moving forward may be closer to the proposed budget. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The Urgent Accommodation Vouchers Program provides emergency short-term hotel stays and supportive services for three program populations: (1) families and pregnant people, (2) survivors of violence, and (3) transitional age youth (TAY) experiencing homelessness, so these populations can achieve their housing goals.

According to the May 2022 informal solicitation from the Department of Homelessness and Supportive Housing (HSH), the provider is responsible for coordinating program operations and providing linkages to existing programs such as Coordinated Entry, harm reduction services, public benefits, health services, and behavioral health.

The grant agreement was procured pursuant to Administrative Code Chapter 21B, which allows selection of homeless service providers without competitive solicitations. Compass Family Services was the only provider to respond to the informal solicitation, which allowed the Department to evaluate its proposed program model and budget. In February 2023, HSH entered into a grant agreement with Compass Family Services to administer the Urgent Accommodation Vouchers Program for families and pregnant people for a term beginning February 1, 2023 through June 30, 2024 in an amount not to exceed \$2,674,346. In FY 2023-24, the program served 228 families, according to HSH.¹ The Department entered into its first amendment in July 2024 to extend the agreement term by six months to December 31, 2024 and increase the not-to-exceed amount by \$5,465,024 for a total not to exceed \$8,141,370.

Safer Families Plan

The Safer Families Plan, announced by Mayor London Breed and Supervisors Hillary Ronen and Myrna Melgar, in May 2024, proposed one-time funding in the FY 2024-26 biennial budget to provide new emergency shelter and rapid rehousing subsidies to serve the increased number of families experiencing homelessness in San Francisco. The Urgent Accommodation Vouchers Program is part of the Safer Families Plan.

¹ Initially, 15 voucher slots were provided until May 1, 2024, when 35 additional voucher slots were funded—with the majority becoming operational at the beginning of the current fiscal year, FY 2024-25.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the agreement between Compass Family Services and HSH to extend the grant term by another 18 months, from December 31, 2024 to June 30, 2026, and would increase the not-to-exceed amount by \$9,660,200 for a total not to exceed \$17,801,570. The proposed resolution would also authorize HSH to enter into immaterial amendments to the contract.

Services Provided

Under the amended agreement, Compass would continue providing Urgent Accommodation Vouchers to families, including families who are formerly homeless or at-risk of homelessness and income-eligible family households with an adult and at least one natural, adoptive and/or foster child under age 18. This may include a pregnant person, with or without a partner. According to the proposed amended agreement, the Grantee will source program referrals from the City's required referral systems—Coordinated Entry, Homeless Outreach Team(s), City partner agencies, HSH-approved community partners, and self-referral methods. Specifically, the agreement stipulates that the Grantee shall provide emergency placements, temporary shelter placements, and Support Services to up to 130 families at any given time in FY 2024-25 and FY 2025-26, as described below. This reflects an increase of 115 families served at any given time compared to FY 2023-24 (when 15 families were initially served, until voucher slots were increased by 35 beginning May 1, 2024). Of the 130 households to be served beginning in FY 2024-25, at least 80 voucher slots will be used for longer-term stays that align with other family shelter time limits², according to HSH; the Department expects the total of 130 vouchers to serve about 600 families. Services include:

- **Emergency Hotel Placement and Temporary Shelter Placement Operations**, including hotel site identification for an appropriate standard of care, referral and screening, hotel reservations, communication with hotel management regarding maintenance needs, vouchers for emergency meals and/or groceries, room inspections, guest entry and exit, and on-call services for guest emergencies.
- **Support Services** will be provided at hotel sites Monday through Sunday 8 a.m. to midnight, including outreach to households about available support services, intake and assessment as well as development of a Family Success Plan³, problem-solving conversations, case management, benefits advocacy and assistance, referrals and coordination of services, wellness and emergency safety checks, on-site services and/or referrals to guests who display instability, and exit planning support.

² The Department reports that it is currently in the process of developing family shelter time limits post-COVID.

³ The Family Success Plan is a case management tool that involves setting collaborative goals that the family and case manager will work on together to address barriers to housing while providing necessary support and resources.

Performance Monitoring

The agreement specifies six service objectives and three outcome objectives, as shown in Exhibit 1. HSH completed a program monitoring assessment for FY 2022-23 in June 2023. However, the program was only operational for 18 days of the July 1, 2022 to March 31, 2023 program monitoring reporting period for Temporary Shelter and Outreach, as the program opened on March 13, 2023. Based on the program monitoring assessment, Compass met five out of the nine objectives for the 18-day period. The FY 2023-24 program monitoring report was completed on November 7, 2024 and is currently under review by HSH leadership, according to HSH staff. The Department reported that Compass met all service and outcome objectives in FY 2023-24; however, the report specifics were not made available for our review. The Department provided the following information related to the four objectives that were not met in the FY 2022-23 program monitoring report:

- For service objective #1 related to offering 90 percent of guests a Family Success Plan, the Department reports that it will meet monthly with the Grantee to provide guidance and share resources on addressing instances in which families with high barriers experience challenges reaching their goals.
- For service objective #6 on administering a quarterly satisfaction survey, the Department has requested that the survey be administered monthly or upon families' exit from the program in order to ensure it is completed.
- For outcome objective #1 seeking 75 percent of voucher recipients exiting to a destination other than the street, the Department says that the data for FY 2022-23 was not collected in the final quarter—when families were exiting the program. The Department expects to capture this data and report better outcomes in subsequent program monitoring reports, and the objective was met for FY 2023-24.
- For outcome objective #3 on a minimum of 75 percent of guests participating in a satisfaction survey rating services as good or excellent, the Department expects to meet this goal when surveys are administered more frequently. HSH staff report that this objective was met for FY 2023-24.

Exhibit 1: Compass Family Services Objectives (Goals and Actuals) for FY 2022-23

Service Objective	Goal	Actual	Achieved (Y/N)
1. Grantee shall offer at least 90 percent of guests a Family Success Plan that includes clear goals, objectives, and identified barriers within three business days of receiving an Urgent Accommodation Voucher	90%	20%	N
2. Grantee shall ensure at least 90 percent of guests are referred to problem-solving and/or assessment via Coordinated Entry within three business days of receiving an Urgent Accommodation Voucher, unless there is an active assessment in the ONE System	90%	100%	Y
3. Grantee shall assist at least 90 percent of guests with case management and referral needs to access program benefits,	90%	100%	Y

Service Objective	Goal	Actual	Achieved (Y/N)
employment services, health services, and related transportation support, if needed			
4. Grantee shall offer Support Services to 100 percent of all guests who showed stay instability at least once per incident	100%	100%	Y
5. Grantee shall outreach to 100 percent of households with planned exits from the program to engage in comprehensive discharge planning, that includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate	100%	100%	Y
6. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for families enrolled in the program	50%	0%	N
Outcome Objectives			
1. A minimum of 75 percent of Urgent Accommodation Voucher participants will exit to a destination other than the street	75%	0%	N
2. A minimum of 75 percent of families shall have a completed shelter and/or housing CE assessment	75%	100%	Y
3. A minimum of 75 percent of guests participating in a Satisfaction Survey will rate the Urgent Accommodation Voucher program services as good or excellent	75%	0%	N

Source: HSH

Fiscal and Compliance Monitoring

In August 2023, the Office of Economic and Workforce Development conducted fiscal and compliance monitoring of Compass Family Services, and there were no unresolved findings. The agency was granted a waiver from monitoring in FY 2023-24.

FISCAL IMPACT

The proposed resolution would increase the not-to-exceed amount by \$9,660,200 to \$17,801,570. The addition of funds includes a one-time \$600,605 carryforward of unspent funds from FY 2023-24 as well as \$75,000 from a Department of Public Health (DPH) work order for the Black Infant Health Initiative in FY 2024-25.⁴ Exhibit 2 below summarizes the expenditures of the proposed amended grant agreement. According to the Department, the \$9,660,200 is a one-time augmentation that will be used to increase the number of voucher slots from 50 to 130 and the number of families served from 228 to about 600 until funds are exhausted. The Department expects the enhanced funding to be exhausted by the final quarter of FY 2025-26.

⁴ According to its website, the San Francisco Black Infant Health Program focuses on empowering Black and African American women by connecting them with vital care and support needed to promote healthy behaviors during pregnancy and after birth.

Exhibit 2: Compass Family Services Expenditures for Urgent Accommodation Vouchers Program

Expenditure Category	FY 2022-23 Actual	FY 2023-24 Actual	FY 2024-25 Proposed	FY 2025-26 Proposed	Total Proposed
Salaries & Benefits	\$130,898	\$654,714	\$857,375	\$1,306,984	\$2,949,971
Operating Expense	201,208	87,645	197,126	197,126	683,105
Indirect Cost (15%)	49,816	111,354	158,175	225,617	544,962
Other Expenses (Not Subject to Indirect %)	-72,024¹	366,059	6,286,535	5,093,880	11,674,450
Total Expenditures	\$309,897	\$1,219,771	\$7,499,211	\$6,823,607	\$15,852,488
<i>Contingency (20% on increase of \$9,660,200)</i>					\$1,949,084
Total Not-To-Exceed Amount					\$17,801,572²

Source: Appendix B of the amended agreement

¹Note: Negative amounts denote year-end adjustments to reflect the actual amount spent.

²Note: Amount is higher by \$2 due to rounding.

Contract Underspending

The actual amounts spent in FY 2022-23 and FY 2023-24 were significantly less than the amount budgeted. In FY 2022-23, the total expenditures of \$309,897 represented just 24 percent of the total budget of \$1,265,144. The total underspending in FY 2022-23 of \$955,247 is driven by three factors:

- (1) Compass delays in hiring resulted in \$115,231 in savings. In particular, the Department reports that Compass experienced challenges in hiring a bilingual case manager as well as an after-hours bilingual case manager, which is a harder to fill part-time on-call position.
- (2) Operating expenses of \$264,121 were unspent because there were no hotel room repairs and lower operating line items, such as rent, IT services, and staff travel.
- (3) Direct client funding of \$575,895 was unspent primarily because hotel room costs were lower during the spring months when the program started.

The following fiscal year, FY 2023-24, the total expenditure of \$1,219,771 was 52 percent of the total budget of \$2,338,598. The total underspending in FY 2023-24 of \$1,118,827 is driven by three factors:

- (1) Compass staff vacancies led to \$232,219 of underspending. (The Department reports that Compass has hired 60 percent of its vacant positions as of October 11, 2024 and is on track to meet full staffing by year-end.)
- (2) A budget augmentation of \$1 million was provided, effective May 1, 2024, to increase the number of available vouchers from 15 to 50; however, Compass was only able to spend

\$399,395, leaving the remaining \$600,605 to be carried forward into FY 2024-25 through this proposed second amendment.

- (3) The DPH work order funding of \$286,003 went unspent (out of a total of \$300,000) because of a low number of referrals from DPH via the Black Infant Health Initiative in FY 2023-24. This funding source is reduced to \$75,000 in FY 2024-25 and eliminated in FY 2025-26.

Proposed Staffing and Hotel Room Expenses

While the contract was funded for 7.65 full-time equivalent (FTE) positions in FY 2023-24, that amount will nearly double to 14.20 FTE by FY 2025-26, with the addition of 4.00 FTE Bilingual Case Managers, 2.00 FTE After Hours Coordinators, and 1.00 FTE Assistant Program Director. The FTE increases to 9.03 in FY 2024-25 to reflect a pro-rated increase to allow time for hiring.

The Department estimates that the cost per household per night is \$186, inclusive of the hotel room rate of \$128 as well as operations and services. Hotel room expenses decline from \$6.1 million in FY 2024-25 to \$5.0 million in FY 2025-26 because the increased voucher slots are only funded for nine months of FY 2025-26.

Funding Source

The funding sources for FY 2024-25 and FY 2025-26 are as follows: 75 percent from Our City, Our Home (Proposition C), 25 percent from the General Fund, and a fraction from the DPH work order.

POLICY CONSIDERATION

As noted, Compass significantly underspent its budget in FY 2022-23 and FY 2023-24. In FY 2024-25, the voucher slots will expand from 50 to 130 and the scope of the program will change with 80 of the 130 slots intended for longer-term stays that align with family shelter time limits—currently under development by HSH. Actual expenditures moving forward may be closer to the proposed budget.

RECOMMENDATION

Approve the proposed resolution.

**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
COMPASS FAMILY SERVICES**

THIS AMENDMENT of the **February 1, 2023** Grant Agreement (the "Agreement") is dated as of **January 1, 2025** and is made in the City and County of San Francisco, State of California, by and between **COMPASS FAMILY SERVICES** (Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, Grantee was selected pursuant to San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

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

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

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

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

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

(a) "Agreement" shall mean the Agreement dated **February 1, 2023** between Grantee and City; and **First Amendment**, dated **July 1, 2024**.

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

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

3.2 Duration of Term. The term of this Agreement shall commence on **February 1, 2023** and expire on **December 31, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

3.2 Duration of Term. The term of this Agreement shall commence on **February 1, 2023** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million One Hundred Forty One Thousand Three Hundred Seventy Dollars (\$8,141,370).**
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement **Nine Hundred Fifteen Thousand Four Hundred Seventy Nine Dollars (\$915,479)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Seventeen Million Eight Hundred One Thousand Five Hundred Seventy Dollars (\$17,801,570).**
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Nine Hundred Forty Nine Thousand Eighty Four Dollars (\$1,949,084)** is included as a

contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102 hshcontracts@sfgov.org
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If to Grantee:	Compass Family Services 37 Grove Street San Francisco, CA 94102 Attn: Erica Kisch Ekisch@Compass-SF.org
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Any notice of default must be sent by certified mail or other trackable written communication.

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

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

2.4 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 January 1, 2025)

Appendix B, Budget (dated January 1, 2025)

Appendix C, Method of Payment (dated July 1, 2024)

Appendix D, Interests in Other City Grants (dated January 1, 2025)

- 2.5 Appendix A, Services to be Provided** (dated July 1, 2024) of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated January 1, 2025), for the period of January 1, 2025 to June 30, 2026.
- 2.6 Appendix B, Budget** (dated July 1, 2024) of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated January 1, 2025), for the period of February 1, 2023 to June 30, 2026.
- 2.7 Appendix D, Interests in Other City Grants** (dated July 1, 2024) of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated January 1, 2025).

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

COMPASS FAMILY SERVICES

By: _____
Shireen McSpadden
Executive Director

By: _____
Erica Kisch
Chief Executive Officer
City Supplier Number: 22446

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Compass Family Services
Urgent Accommodation Vouchers Program for Families and Pregnant People**

I. Purpose of Grant

The purpose of the Urgent Accommodation Vouchers for Families and Pregnant People (UAV) Program is to provide emergency short-term hotel stays and Support Services to the served population.

II. Served Population

Grantee shall serve formerly homeless or at-risk of homelessness and income-eligible family households with an adult and at least one natural, adoptive and/or foster child below the age of 18. This may include a pregnant person, with or without a partner.

III. Referral and Prioritization

Grantee shall provide services to the served population and utilize any referral system required by the City. The Department of Homelessness and Supportive Housing (HSH) intends to use Coordinated Entry, Homeless Outreach Team(s), City partner agencies, HSH-approved community partners, and self-referral methods as the primary source of referrals.

IV. Description of Services

Grantee shall provide emergency placements, temporary shelter placements, and Support Services, as described below.

A. Emergency Hotel Placement and Temporary Shelter Placement Operations:

1. **Hotel Site Identification:** Grantee shall seek appropriate hotel locations to temporarily shelter families and pregnant persons. Grantee shall ensure that the hotels provide an appropriate standard of care, including but not limited to a clean, safe, and pest-free environment, per all applicable building, fire and health codes; linens and housekeeping; adequate and functioning furniture, fixtures, and equipment; and secure entry into the building.
2. **Referral and Screening:** Grantee shall utilize any referral system required by the City which may include direct referrals as well as ONE System management to accept referrals from the Shelter Queue. Grantee shall respond to after hour referrals when there is program vacancy and accept 24/7 emergency referrals when directed by HSH leadership.
3. **Reservations:** Grantee shall facilitate emergency hotel reservations via phone, in accordance with the hotel facility's hours of operation, for families who meet the program eligibility criteria upon phone screening.
4. **Facility Maintenance:** Grantee shall report in a timely manner to hotel management any repairs, maintenance, and/or room turnover needed in the guest hotel rooms.

5. Meals: Grantee shall supply vouchers for emergency meals and/or groceries to families as needed when connections to community food resources are unavailable. Grantee shall provide information about meal resources available in the surrounding community.
 6. Room Inspections: Grantee shall perform weekly room inspections to ensure room habitability and safety.
 7. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records.
 8. On-call Services: Grantee shall respond to guest emergencies as needed via phone.
- B. Support Services: Grantee shall provide Support Services to the total number of households listed in Appendix B, Budget (“Number Served” tab). Support Services are voluntary. Services shall include, but are not limited to, the following:
1. Outreach: Grantee shall engage with households to provide information about available Support Services and invite them to participate.
 2. Intake and Assessment: Grantee shall conduct an intake with each household to determine and document household identification and stay information. Grantee shall upload vital documents in the Online Navigation and Entry (ONE) System, including identification for each adult member of the household, birth certificates or proof of legal relationship between each parent and child, and social security numbers for all household members (including children). If one or more family members do not have a social security card, Grantee shall note this in ONE. The intake shall also include established consent forms and participant agreement forms. Grantee shall also conduct a support services assessment to document household needs and strengths. Grantee shall create a customized Family Success Plan based on identified needs that emphasizes household stability, connections to Coordinated Entry, and linkages to shelter and housing opportunities.
 3. Problem-Solving: Grantee shall engage in problem solving conversations with participants, including exploring housing options outside of the HRS such as relocation, advocating on behalf of participants with landlords, and/or conflict mediation.
 4. Case Management: Grantee shall provide ongoing meetings and counseling services with families to establish goals, support Family Success Plans, and track progress toward meeting the goals. Case managers must inform clients of UAV Program rules and policies and enforce these policies under the guidance of HSH. For participants referred by Black Infant Health, case managers must coordinate care with the Black Infant Health clinicians linked to these participants. Grantee must document case management meetings, engagement, and status of households

at least weekly to ensure the guests are doing well and are receiving the support they need to maintain their program stay.

5. **Benefits Advocacy and Assistance:** Grantee shall assist guests with obtaining or maintaining benefits. Grantee shall provide referrals for and solve problems preventing household enrollment in county, state and federal benefits programs. Grantee may help guests identify, apply for and establish appointments for available services such as cash aid, food programs, medical clinics and/or in-home support.
6. **Referrals and Coordination of Services:** Grantee shall help guests identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with applications, providing appointment reminders, following up/checking in with households regarding the process, and, as necessary, re-referral. Grantee shall also communicate and coordinate with outside service providers and mental health clinics to support existing linkages that guests may have.
7. **Wellness and Emergency Safety Checks:** Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a household's safety when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency.
8. **Stability Support:** Grantee shall outreach to and offer on-site services and/or referrals to all guests who display indications of instability. Such indications include, but are not limited to, discontinuance from benefits or services, rule violations or warnings, and conflicts with staff or other guests. Grantee shall assist with the de-escalation and resolution of conflicts as needed.
9. **Exit Planning Support:** Grantee shall provide exit planning to guests preparing to exit the program for any number of reasons, including but not limited to guests moving into shelter or permanent supportive housing, guests who have reached the end of their program length of stay, and guests who are talking about leaving the program. Grantee shall engage guests in comprehensive discharge planning, which includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.

V. Location and Time of Services

Grantee shall provide Support Services at scattered hotel sites, at least Monday to Friday, during posted business hours. Grantee may also provide services evenings and weekends, and at other times when necessary to best serve households.

Grantee shall provide on-call services, referral screening, and initial program placement coordination during business hours. Grantee shall operate a referral phone line that is staffed during extended hours which may include evenings and weekends as determined

by HSH. Grantee shall also be responsive to emergency requests from HSH outside of normal business hours. Grantee shall screen all referrals for program eligibility.

VI. Service Requirements

- A. 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>.
- B. 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.
- C. Case Conferences: Grantee shall initiate and participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding household's progress.
- D. Complaint and Grievance Procedure:
 - 1. Grantee shall establish and maintain a written Grievance Procedure for households, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a household can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the household to contact after the household has exhausted Grantee's internal Grievance Procedure.
 - 2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each household and obtain a signed copy of the form from the household, which must be maintained in the household's file. Additionally, Grantee shall post the policy at all times in a location visible to households, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.

- E. Good Neighbor Policies: Grantee shall maintain a good relationship with the hotel and neighborhood, including:
1. In partnership with the hotel management, collaborating with neighbors and relevant city agencies to ensure that hotel residents and neighborhood concerns are heard and addressed;
 2. Have a representative of the Grantee attend all appropriate neighborhood meetings;
 3. Providing staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed; and
 4. Grantee shall create and offer a “good neighbor” onboarding for households as they move in that outlines community resources, community norms, and expectations.
- F. Feedback Policies: Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
 2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.
- G. City Communications and Policies
Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
 2. Attendance of HSH meetings and trainings, as required;
 3. Attendance of a bi-annual training on the Americans with Disabilities Act (ADA) and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office; and
 4. Adherence to the City service or companion animals policy.
- H. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 24 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
- I. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and

Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

- J. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with families will participate in annual trainings on harm reduction, overdose recognition, and response.
- K. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues. Grantee shall maintain records on staff training completed and report to HSH annually.
- L. Record Keeping and Files: Grantee shall maintain confidential household files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
 - 1. Grantee shall maintain program participant enrollment, annual status updates and program exit information in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
 - 2. Grantee shall maintain a program roster of all current households in the ONE System.
 - 3. Grantee shall maintain services information in the ONE System, including information on households receiving eviction notices, as instructed by HSH.
 - 4. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress as described in the Service Description and Service Requirements.
- M. Data Standards:
 - 1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to:
 - a. Entering all household data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
 - c. Running monthly data quality reports and correcting any errors.
 - 2. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.
 - 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,

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

Grantee shall submit the monthly, quarterly and/or annual metrics into the CARBON database. 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. Coordination with Other Service Providers:
1. Grantee shall maintain a good working relationship with other service providers, HSH, and all other agencies involved in program operations to ensure communication and coordination that supports program goals.
 2. When required by HSH, Grantee shall establish written Memoranda of Understanding (MOUs) with Property Management and Subcontractors.
- O. 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 participant-centered, low-barrier access to housing and services.

VII. Service Objectives

Grantee shall achieve the Service Objectives listed below.

- A. Grantee shall offer at least 90 percent of guests a Family Success Plan that includes clear goals, objectives, and identified barriers within three business days of receiving a UAV.
- B. Grantee shall ensure at least 90 percent of guests are referred to problem-solving and/or assessment via Coordinated Entry within three business days of receiving a UAV, unless there is an active assessment in the ONE System.
- C. Grantee shall assist at least 90 percent of guests with case management and referral needs to access program benefits, employment services, health services, and related transportation support, if needed.
- D. Grantee shall offer Support Services to 100 percent of all guests who showed stay instability at least once per incident.
- E. Grantee shall outreach to 100 percent of households with planned exits from the program to engage in comprehensive discharge planning, that includes referrals for

case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.

- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for families enrolled in the program.

VIII. Outcome Objectives

Grantee shall achieve the Outcome Objectives listed below.

- A. A minimum of 75 percent of UAV participants will exit to a destination other than the street.
- B. A minimum of 75 percent of families shall have a completed shelter and/or housing CE assessment in ONE before the end of their stay.
- C. A minimum of 75 percent of guests participating in a Satisfaction Survey will rate the UAV program services as good or excellent.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as the ONE system and CARBON.

- A. When required by HSH, Grantee shall enter household data in the ONE system.
- B. 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.
- C. 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.
- D. 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.
- E. Grantee shall participate, as required by HSH, 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 30 working days of receipt of any evaluation report and such response will become part of the official report.

- F. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (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 HUD 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.
- G. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, which may include review of materials including, but not limited, to the following: household files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and backup documentation for reporting progress towards meeting Service and Outcome Objectives.

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

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

Program Budget History

Date of Budget Change	Change Type	Ongoing / One-Time	Change Amount	Asana Approval Link	Change Description
7/1/2023	Modification	One-Time	\$ 300,000	N/A	One-time Mod to add \$300,000 DPH Work Order
7/1/2023	Modification	One-Time	\$ 1,000,000	https://app.asana.com	Adding \$1,000,000 in one-time General Funds to increase number of vouchers from 20 to 50 for FY23-24 only, effective 5/1/2024.
7/1/2024	Amendment	Ongoing	\$ 4,557,396	https://app.asana.com	Adding \$4,557,396 in additional funding to extend term by six months. This amount does not include contingency in the amount of \$915,479 for a total agreement NTE amount of \$8,141,370
7/1/2024	Modification	One-Time	\$ (1,118,826.56)	N/A	FY 23-24 Adjustment to actuals
7/1/2024	Amendment	Ongoing	\$ 9,745,421.00	PENDING	Amending to add 18 additional months of vouchers, no change to FTE or numbers served. Additional amount includes \$600k in carry forward funds from FY23-24 and \$75k in a DPH work order for FY-24-25

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	1/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	2/1/2023	12/31/2024	2
6	Amended Term	2/1/2023	6/30/2026	4
7				
8	Approved Subcontractors			
10	None			
11				
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	1/1/2025														
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5	Current Term	2/1/2023	12/31/2024	2												
6	Amended Term	2/1/2023	6/30/2026	4												
7					Year 1		Year 2		Year 3		Year 4					
8	Service Component				2/1/2023 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026					
10	Families served at any given time				15		50		130		130					

	A	B	C	D	E	H	K	L	M	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
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4	Contract Term	Begin Date	End Date											
5	Current Term	2/1/2023	12/31/2024											
6	Amended Term	2/1/2023	6/30/2026											
7	Provider Name	Compass Family Services												
8	Program	Urgent Accommodation Vouchers Program for Families and Pregnant People												
9	F\$P Contract ID#	1000028113												
10	Action (select)	Amendment												
11	Effective Date	1/1/2025												
12	Budget Names	Prop C & General Fund - Shelter & Support Services, Work Order - DPH - UAV												
13		Current	New											
14	Term Budget	\$ 6,107,064	\$ 15,852,485	20%										
15	Contingency	\$ 2,034,306	\$ 1,949,084		EXTENSION YEAR EXTENSION YEAR									
16	Not-To-Exceed	\$8,141,370	\$ 17,801,570		Year 1	Year 2	Year 3		Year 4		All Years			
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	1/1/2025 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/1/2023 - 12/31/2024	2/1/2023 - 6/30/2026	2/1/2023 - 6/30/2026
18					Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Amendment	New	Current/Actuals	Amendment	New
19	Expenditures													
20	Salaries & Benefits				\$ 130,898	\$ 654,714	\$ 691,567	\$ 165,809	\$ 857,375	\$ 1,306,984	\$ 1,306,984	\$ 1,477,178	\$ 1,472,793	\$ 2,949,971
21	Operating Expense				\$ 201,208	\$ 87,645	\$ 220,111	\$ (22,985)	\$ 197,126	\$ 197,126	\$ 197,126	\$ 508,963	\$ 174,142	\$ 683,105
22	Subtotal				\$ 332,106	\$ 742,359	\$ 911,677	\$ 142,824	\$ 1,054,501	\$ 1,504,110	\$ 1,504,110	\$ 1,986,141	\$ 1,646,934	\$ 3,633,076
23	Indirect Percentage													
24	Indirect Cost (Line 22 X Line 23)				\$ 49,816	\$ 111,354	\$ 136,753	\$ 21,423	\$ 158,175	\$ 225,616	\$ 225,617	\$ 297,922	\$ 247,040	\$ 544,961
25	Other Expenses (Not subject to indirect %)				\$ (72,024)	\$ 366,059	\$ 3,528,967	\$ 2,757,568	\$ 6,286,535	\$ 5,093,880	\$ 5,093,880	\$ 3,823,001	\$ 7,851,447	\$ 11,674,448
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total Expenditures				\$ 309,897	\$ 1,219,771	\$ 4,577,396	\$ 2,921,815	\$ 7,499,211	\$ 6,823,606	\$ 6,823,606	\$ 6,107,064	\$ 9,745,421	\$ 15,852,485
29														
30	HSH Revenues (select)*													
31	Prop C				\$ 965,144	\$ 988,598	\$ 508,378	\$ 508,378	\$ 1,016,756	\$ 1,016,756	\$ 1,016,756	\$ 2,462,120	\$ 1,525,134	\$ 3,987,254
33	Work Order - DPH				\$ 300,000	\$ 300,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 600,000	\$ 75,000	\$ 675,000
34	Prop C - One-Time Addback				\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
35	Adjustment to Actuals				\$ (955,247)	\$ (1,118,827)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,074,074)	\$ -	\$ (2,074,074)
36	General Fund - One-Time				\$ -	\$ 1,000,000	\$ 1,456,850	\$ 600,605	\$ 2,057,455	\$ 1,456,850	\$ 1,456,850	\$ 2,456,850	\$ 2,057,455	\$ 4,514,305
37	Prop C - One-Time				\$ -	\$ -	\$ 2,612,168	\$ 1,737,832	\$ 4,350,000	\$ 4,350,000	\$ 4,350,000	\$ 2,612,168	\$ 6,087,832	\$ 8,700,000
40	Total HSH Revenues				\$ 309,897	\$ 1,219,771	\$ 4,577,396	\$ 2,921,815	\$ 7,499,211	\$ 6,823,606	\$ 6,823,606	\$ 6,107,064	\$ 9,745,421	\$ 15,852,485
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -		\$ -		\$ -	\$ -		\$ -
52	Total Adjusted Salary FTE (All Budgets)								9.03		14.20			
53														
54	Prepared by	Joua Lee-Jagoda		*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.										
55	Phone	209-628-8448												
56	Email	jlee-jagoda@compass-sf.org												

	A	B	C	D	E	H	K	L	M	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
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16	Not-To-Exceed	\$ 8,141,370	\$ 17,801,570											
					Year 1	Year 2	Year 3		Year 4		All Years			
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	1/1/2025 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/1/2023 - 12/31/2024	2/1/2023 - 6/30/2026	2/1/2023 - 6/30/2026
18					Current	Current	Current	Amendment	New	Amendment	New	Current	Amendment	New
19	Expenditures													
20	Salaries & Benefits	\$ 130,898	\$ 654,714	\$ 691,567	\$ 165,809	\$ 857,375	\$ 1,306,984	\$ 1,306,984	\$ 1,477,178	\$ 1,472,793	\$ 2,949,971			
21	Operating Expense	\$ 201,208	\$ 87,645	\$ 220,111	\$ (22,985)	\$ 197,126	\$ 197,126	\$ 197,126	\$ 508,963	\$ 174,142	\$ 683,105			
22	Subtotal	\$ 332,106	\$ 742,359	\$ 911,677	\$ 142,824	\$ 1,054,501	\$ 1,504,110	\$ 1,504,110	\$ 1,986,141	\$ 1,646,934	\$ 3,633,076			
23	Indirect Percentage	15.00%	15.00%	15.00%		15.00%		15.00%						
24	Indirect Cost (Line 22 X Line 23)	\$ 49,816	\$ 111,354	\$ 136,752	\$ 21,423	\$ 158,175	\$ 225,616	\$ 225,617	\$ 297,921	\$ 247,040	\$ 544,961			
25	Other Expenses (Not subject to indirect %)	\$ (301,751)	\$ 352,062	\$ 3,528,967	\$ 2,682,568	\$ 6,211,535	\$ 5,093,880	\$ 5,093,880	\$ 3,579,278	\$ 7,776,447	\$ 11,355,725			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 80,171	\$ 1,205,774	\$ 4,577,396	\$ 2,846,815	\$ 7,424,211	\$ 6,823,606	\$ 6,823,606.16	\$ 5,863,341	\$ 9,670,421	\$ 15,533,762			
29														
30	HSH Revenues (select)													
31	Prop C	\$ 965,144	\$ 988,598	\$ 508,378	\$ 508,378	\$ 1,016,756	\$ 1,016,756	\$ 1,016,756	\$ 2,462,120	\$ 1,525,134	\$ 3,987,254			
34	Prop C - One-Time Addback		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000			
35	Adjustment to Actuals	\$ (884,973)	\$ (832,824)	\$ -		\$ -	\$ -	\$ -	\$ (1,717,797)	\$ -	\$ (1,717,797)			
36	General Fund - One-Time		\$ 1,000,000	\$ 1,456,850	\$ 600,605	\$ 2,057,455	\$ 1,456,850	\$ 1,456,850	\$ 2,456,850	\$ 2,057,455	\$ 4,514,305			
37	Prop C - One-Time			\$ 2,612,168	\$ 1,737,832	\$ 4,350,000	\$ 4,350,000	\$ 4,350,000	\$ 2,612,168	\$ 6,087,832	\$ 8,700,000			
49	Total HSH + Other Revenues	\$ 80,171	\$ 1,205,774	\$ 4,577,396	\$ 2,846,815	\$ 7,424,211	\$ 6,823,606	\$ 6,823,606	\$ 5,863,341	\$ 9,670,421	\$ 15,533,762			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -		\$ -			
52														
53	Prepared by	Joua Lee-Jagoda												
54	Phone	209-628-8448												
55	Email	jlee-jagoda@compass-sf.org												

	A	Y	Z	AB	AC	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	SALARY & BENEFIT DETAIL							
3	Document Date							
4	Provider Name							
5	Program							
6	FSP Contract ID#							
7	Budget Name							
8		Year 4				All Years		
9	POSITION TITLE	For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/1/2023 - 12/31/2024	2/1/2023 - 6/30/2026	2/1/2023 - 6/30/2026
10				Amendment	New	Current	Amendment	New
11		% FTE funded by this budget	Adjusted Budgeted FTE	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Director of Shelter Programs	20%	0.20	\$ 26,265	\$ 26,265	\$ 44,379	\$ 38,883	\$ 83,261
13	Program Director	100%	1.00	\$ 99,960	\$ 99,960	\$ 177,951	\$ 148,815	\$ 326,766
14	Case Manager (Bilingual)	100%	8.00	\$ 525,096	\$ 525,096	\$ 537,536	\$ 536,679	\$ 1,074,215
15	After Hours Coordinator (was Coordinator)	100%	3.00	\$ 208,845	\$ 208,845	\$ 186,050	\$ 239,558	\$ 425,608
16	On Call After Hours Coordinator			\$ -	\$ -	\$ 28,275	\$ -	\$ 28,275
17	Assistant Program Director	100%	2.00	\$ 153,000	\$ 153,000	\$ 166,860	\$ 181,890	\$ 348,750
55	TOTAL SALARIES			\$ 1,013,166	\$ 1,013,166	\$ 1,141,050	\$ 1,145,824	\$ 2,286,874
56		TOTAL FTE	14.20					
57		FRINGE BENEFIT RATE		29.00%	29.00%			
58		JOYEE FRINGE BENEFITS		\$ 293,818	\$ 293,818	\$ 336,128	\$ 326,969	\$ 663,097
59		SALARIES & BENEFITS		\$ 1,306,984	\$ 1,306,984	\$ 1,477,178	\$ 1,472,793	\$ 2,949,971
60								
61								
62								

	A	B	E	H	I	J	M	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	1/1/2025								
4	Provider Name	Compass Family Services								
5	Program	Urgent Accommodation Vouchers Program for Families and Pregnant People								
6	F\$P Contract ID#	1000028113								
7	Budget Name	Prop C & General Fund - Shelter & Support Services								
8		EXTENSION YEAR				EXTENSION YEAR				
9		Year 1	Year 2	Year 3			Year 4	All Years		
10		2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	1/1/2025 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	2/1/2023 - 12/31/2024	2/1/2023 - 6/30/2026	2/1/2023 - 6/30/2026
11		Current	Current	Current	Amendment	New	New	Current	Amendment	New
12		Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 13,275	\$ 13,140	\$ 27,500	\$ (4,000)	\$ 23,500	\$ 23,500	\$ 53,915	\$ 19,500	\$ 73,415
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 2,991	\$ 5,678	\$ 4,054	\$ 4,054	\$ 8,108	\$ 8,108	\$ 12,723	\$ 12,162	\$ 24,885
15	Office Supplies, Postage	\$ 1,027	\$ 5,699	\$ 1,500	\$ 600	\$ 2,100	\$ 2,100	\$ 8,226	\$ 2,700	\$ 10,926
16	Printing and Reproduction	\$ 1,080	\$ 2,050	\$ 1,025	\$ -	\$ 1,025	\$ 1,025	\$ 4,155	\$ 1,025	\$ 5,180
17	Insurance	\$ 1,186	\$ 2,251	\$ 4,047	\$ 4,047	\$ 8,094	\$ 8,094	\$ 7,484	\$ 12,141	\$ 19,625
18	Staff Training	\$ 885	\$ 1,680	\$ 1,000	\$ 6,000	\$ 7,000	\$ 2,000	\$ 3,565	\$ 8,000	\$ 11,565
19	Staff Travel-(Local & Out of Town)	\$ 15,340	\$ 6,346	\$ 14,560	\$ 5,440	\$ 20,000	\$ 20,000	\$ 36,246	\$ 25,440	\$ 61,686
20	One-time start up supplies	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000
21	Hotel Maintenance & Janitorial Supplies	\$ 151,034	\$ 36,500	\$ 100,410	\$ (25,410)	\$ 75,000	\$ 75,000	\$ 287,944	\$ 49,590	\$ 337,534
22	Equipment/Furniture	\$ -	\$ 5,931	\$ 47,036	\$ (17,036)	\$ 30,000	\$ 30,000	\$ 52,967	\$ 12,964	\$ 65,931
23	Licenses/Technology Fees	\$ -	\$ 3,089	\$ 7,299	\$ -	\$ 7,299	\$ 7,299	\$ 10,388	\$ 7,299	\$ 17,687
24		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
42	Consultants				\$ -			\$ -	\$ -	\$ -
43	IT Services	\$ 2,390	\$ 5,280	\$ 11,680	\$ 3,321	\$ 15,000	\$ 20,000	\$ 19,350	\$ 23,321	\$ 42,670
44		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -			\$ -			\$ -	\$ -	\$ -
55		\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 201,208	\$ 87,645	\$ 220,111	\$ (22,985)	\$ 197,126	\$ 197,126	\$ 508,963	\$ 174,142	\$ 683,105
69										
70	Other Expenses (not subject to indirect cost %)									
71	Hotel Room Expenses	\$ 337,924	\$ 1,134,267	\$ 3,377,000	\$ 2,696,398	\$ 6,073,398	\$ 5,003,880	\$ 4,849,191	\$ 7,700,277	\$ 12,549,468
72	Hotel parking	\$ 80,300	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ 83,800	\$ -	\$ 83,800
73	Direct Client Assistance	\$ 165,000	\$ 47,119	\$ 146,750	\$ (8,613)	\$ 138,137	\$ 90,000	\$ 358,869	\$ 81,387	\$ 440,256
74	Adjustment to actuals	\$ (884,975)	\$ (832,824)		\$ -	\$ -	\$ -	\$ (1,717,799)	\$ -	\$ (1,717,799)
75	CODB to allocate		\$ -	\$ 5,217	\$ (5,217)	\$ -	\$ -	\$ 5,217	\$ (5,217)	\$ -
76					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84	TOTAL OTHER EXPENSES	\$ (301,751)	\$ 352,062	\$ 3,528,967	\$ 2,682,568	\$ 6,211,535	\$ 5,093,880	\$ 3,579,278	\$ 7,776,447	\$ 11,355,725
96										
97	HSH #3							Template last modified 7/26/2022		

BUDGET NARRATIVE
Fiscal Year
Prop C & General Fund - Shelter
FY24-25

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Director of Shelter Programs	0.20	\$ 26,265	Supports program oversight to ensure that the program provides the full scope of services and meets service and outcome objective goals. Supports coordination between HSH and hotel management, and providers making or receiving referrals to the program. Support the Program Manager in hiring, training & supervision of staff	\$131,325 annual X .20 FTE = \$26,265
Program Director	1.00	\$ 99,960	Oversees program to ensure that the program provides the full scope of services and meets service and outcome objective goals. Hire, train & supervise staff. Acts and a liaison and coordinates between HSH and hotel management, and providers making or receiving referrals to the program. Facilitates referrals to the program, collect vital documents and other paperwork needed for eligibility, screening for eligibility, liaison with hotel to coordinate referrals and placement – triaging issues or concerns with hotel management, manage entries and exits, including issuing DOS, provide on-call support. May include on-call hours for weekend & night coverage	\$99,960 annual X 1.0 FTE = \$99,960
Case Manager (Bilingual)	4.33	\$ 284,427	Provides intensive wraparound case management to families including developing a housing stabilization plan and following up to support progress on achieving those goals through daily to weekly meetings, as needed, Supports connections to Access Points for Family Coordinated Entry so families can access shelter and housing problem resources. Triages issues or concerns with hotel management. May include on-call hours for weekend & night coverage. The remaining vacant positions are estimated to be hired on a rolling basis	\$65,637 annual X 1.0 FTE = \$65,637; \$65,637 annual X 2.0 FTE X (8/12) = \$87,516; \$65,637 annual X 3.0 FTE X (6/12) = \$98,455; \$65,637 X 2.0 FTE X (3/12) = \$32,818
After Hours Coordinator (was Coordinator)	2.00	\$ 139,230	Responsible for screening phone calls, schedule & booking hotel rooms for clients after hours, triages issues or concerns with hotel management. May include on-call hours for weekend & night coverage. The remaining vacant positions are estimated to be hired on a rolling basis	\$69,615 annual X 1.0 FTE = \$69,615; \$69,615 annual X 2.0 X (6/12) = \$69,615
On Call After Hours Coordinator		\$ -		
Assistant Program Director	1.50	\$ 114,750	Assistant Program Director will support the Program Director in program delivery. When on duty, they will coordinate moves between hotels and any other emergencies. They will also support the CMs from Thursday through Sunday. The remaining vacant position is estimated to be hired on a rolling basis	\$76,500 annual X 1.0 FTE X 12 mos = \$76,500; \$76,500 annual X 1.0 X (6/12) = \$38,250
TOTAL	9.03	\$ 664,632		
<u>Employee Fringe Benefits</u>		\$ 192,743	<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 29% of total salaries.</u>	
Salaries & Benefits Total		\$ 857,375		

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 23,500	Office rent space	\$1958/mo X 12 mos = \$23,500
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 8,108	Telephone & Internet, Gas & electric, water, garbage, security, alarm & safety	\$676/mo X 12 mos = \$8,108
Office Supplies, Postage	\$ 2,100	Office supplies and postage, approx. \$474.92/mo	\$175/mo X 12 mos = \$2100
Printing and Reproduction	\$ 1,025	Printing, reproduction & copier/printer leasing	\$85/mo X 12 mos = \$1025
Insurance	\$ 8,094	Business & professional liability, auto, and property replacement insurance	\$675/mos X 12 mos = \$8094
Staff Training	\$ 7,000	Staff training, hiring, meetings & morale. Includes \$5000 for managerial coaching	\$167/mo X 12 mos = \$2000
Staff Travel-(Local & Out of Town)	\$ 20,000	Staff travel (local & out of town)	\$1667/mo X 12 mos = \$20,000

Hotel Maintenance & Janitorial Supplies	\$	75,000	Hotel maintenance, janitorial supplies, repair, cleaning, hotel trash removal, etc.)	Approx. 1.0% of hotel costs: \$6,073,398 X 0.01% = \$75,000
Equipment/Furniture	\$	30,000	Program furniture, computer/IT equipment	\$666/mo X 12 mos = \$8,000; Additional \$2000/new hire for computer & equipment \$2000 X 11 FTE = \$22,000
Licenses/Technology Fees	\$	7,299	Computer & technology licenses	\$608/mo X 12 mos = \$7,299
Consultants	\$	-		
IT Services	\$	15,000	Computer & database support. Allocation based on FTEs and actual time spent on program	\$1250/mo X 12 mos. = \$15,000
	\$	-		
TOTAL OPERATING EXPENSES	\$	197,126		
Indirect Cost	15.0%	\$ 158,175		

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Hotel Room Expenses	\$ 6,073,398	Hotel room rate: between \$100.00 - \$128/night for 130 rooms X 365 nights Cost of hotel rooms and other hotel expenses such as parking.	\$128/night X 365 nights X 130 rooms = \$6,073,398
Direct Client Assistance	\$ 138,137	Direct client assistance: hygiene, food, food vouchers, clipper cards, etc.	approx. \$11,511/mo X 12 mos = \$138,137
TOTAL OTHER EXPENSES	\$ 6,211,535		

	A	B	C	D	E	H	K	L	M	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	1/1/2025											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	2/1/2023	12/31/2024	2									
6	Amended Term	2/1/2023	6/30/2026	4									
7	Provider Name	Compass Family Services											
8	Program	modation Vouchers Program for Families and P											
9	F\$P Contract ID#	1000028113											
10	Action (select)	Amendment											
11	Effective Date	1/1/2025											
12	Budget Name	Work Order - DPH - UAV											
13		Current	New										
14	Term Budget	\$ 243,723	\$ 318,723	20%									
15	Contingency	\$ 2,034,306	\$ 1,949,084										
16	Not-To-Exceed	\$ 8,141,370	\$ 17,801,570										
					Year 1	Year 2	Year 3		Year 4	All Years			
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	1/1/2025 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	2/1/2023 - 12/31/2024	2/1/2023 - 6/30/2026	2/1/2023 - 6/30/2026
18					Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	New	Current/Actuals	Amendment	New
19	Expenditures												
25	Other Expenses (Not subject to indirect %)	\$ 229,726	\$ 13,997	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 243,723	\$ 75,000	\$ 318,723			
28	Total Expenditures	\$ 229,726	\$ 13,997	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 243,723	\$ 75,000	\$ 318,723			
29													
30	HSH Revenues (select)												
33	Work Order - DPH	\$ 300,000	\$ 300,000		\$ 75,000	\$ 75,000	\$ -	\$ 600,000	\$ 75,000	\$ 675,000			
35	Adjustment to Actuals	\$ (70,274)	\$ (286,003)				\$ -	\$ -	\$ -	\$ (356,277)	\$ -	\$ (356,277)	
40	Total HSH Revenues	\$ 229,726	\$ 13,997	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 243,723	\$ 75,000	\$ 318,723			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -			\$ -
52													
53	Prepared by	Joua Lee-Jagoda											
54	Phone	209-628-8448											
55	Email	jlee-jagoda@compass-sf.org											

	A	B	E	I	J	L	M	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	1/1/2025								
4	Provider Name	Compass Family Services								
5	Program	Urgent Accommodation Vouchers Program for Families and Pregnant People								
6	F\$P Contract ID#	1000028113								
7	Budget Name	Work Order - DPH - UAV								
8		EXTENSION YEAR				EXTENSION YEAR				
9		Year 1	Year 2	Year 3		Year 4		All Years		
10		2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	1/1/2025 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/1/2023 - 12/31/2024	2/1/2023 - 6/30/2026	2/1/2023 - 6/30/2026
11		Current/Actuals	Current/Actuals	Amendment	New	Amendment	New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
69										
70	Other Expenses (not subject to indirect cost %)									
71	Hotel Rooms	\$ 300,000	\$ 300,000	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 600,000	\$ 75,000	\$ 675,000
72	Actuals Adjustment	\$ (70,274)	\$ (286,003)	\$ -	\$ -	\$ -	\$ -	\$ (356,277)	\$ -	\$ (356,277)
84	TOTAL OTHER EXPENSES	\$ 229,726	\$ 13,997	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 243,723	\$ 75,000	\$ 318,723

BUDGET NARRATIVE

Fiscal Year

Work Order - DPH - UAV

FY24-25

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Hotel Rooms	\$ 75,000	As part of the City's Dream Keeper Initiative, funds will support community priorities around health and wellness, specifically focused on Black Maternal Health.	Amount determined by DPH
TOTAL OTHER EXPENSES	\$ 75,000		

Appendix C, Method of Payment

- I. Reimbursement for Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.
- A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

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

- E. Invoicing System:
1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness

and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
 3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- F. Line Item Variance There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- G. Spend Down:
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

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

H. Documentation and Record Keeping:

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

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

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

III. 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 to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month 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 one month of the ongoing annualized budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

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 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 monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding payments.

Appendix D, Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness & Supportive Housing	Behavioral Health Services	March 1, 2020 – June 30, 2026	\$8,284,104
Department of Homelessness & Supportive Housing	Compass Family Shelter	July 1, 2020 – June 30, 2025	\$7,483,014
Department of Homelessness & Supportive Housing	Compass Clara House	July 1, 2019 – June 30, 2028	\$7,530,105
Department of Homelessness & Supportive Housing	SF Home CoC Rapid Rehousing	December 1, 2022 – November 30, 2027	\$5,386,071
Department of Homelessness & Supportive Housing	Homelessness Prevention	July 1, 2021 – June 30, 2025	\$6,511,622
Department of Homelessness & Supportive Housing	Central City Access Point	July 1, 2022 – June 30, 2026	\$5,053,690
Department of Homelessness & Supportive Housing	SF HOME - Flexible Housing Subsidy Pool	October 1, 2022 – June 30, 2026	\$29,151,597
Department of Homelessness & Supportive Housing	SF HOME - Housing Ladder	October 1, 2022 – June 30, 2026	\$12,474,758
Department of Homelessness & Supportive Housing	SF HOME – RRH Only	July 1, 2024 – June 30, 2027	\$10,547,074
Department of Early Childhood ELS Vouchers	Compass Children’s Center, Compass Clara House	July 1, 2024 – June 30, 2025	\$415,195
Department of Early Childhood Early Educator Salary Support Grant	Compass Children’s Center, Compass Clara House	July 1, 2024 – June 30, 2025	\$739,604
Department of Early Childhood	Homeless ECE Case Management	July 1, 2021 – June 30, 2025	\$2,849,210
Department of Early Childhood	ECE Workforce Pathways Grant	July 1, 2024 – June 30, 2026	\$1,000,000
Department of Early Childhood	Compass Family Resource Center (FRC)	July 1, 2024 – June 30, 2027	\$1,250,982



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Compass Family Services: Urgent Accommodation Vouchers for Families and Pregnant People Grant Agreement 2nd Amendment

Budget and Finance Committee | December 4, 2024



Proposed Amendment Details

- **Resolution:** Approve the **2nd amendment** to the grant agreement between HSH and **Compass Family Services for Urgent Accommodation Vouchers (UAV) for Families and Pregnant Persons.**
- **Term:**
 - Current Term: February 1, 2023 – December 31, 2024
 - Amended Term: **February 1, 2023 – June 30, 2026**
- **Amount:** Increases not-to-exceed amount by **\$9,660,200** for a total not-to-exceed amount of **\$17,801,570.**
- **Commission approval:** **November 7, 2024**

Grant Agreement Overview

- The **Compass Urgent Accommodation Voucher (UAV) Program for Families and Pregnant Persons** provides **temporary shelter** and **supportive services** to families and pregnant persons experiencing homelessness.
- Services provided by Compass Family Services:
 - Hotel vouchers to complement the emergency shelter system
 - Linkages to other supportive services

Safer Families Plan

- Part of the Mayor's plan to leverage **Prop C funding** to expand the City's family homelessness response
- The plan added **115** hotel vouchers
- The Safer Families Plan is anticipated to **shelter 600 families** and **house 450 families**

Program Context

- In FY 23-24 this program served **190 families** (over 554 unique clients).
- 66% funded through **Prop C** Our City, Our Home dollars.
- A **low-barrier** program that seamlessly links clients with a network of support:
 - Coordinated entry
 - Public benefit navigation
 - Health and Behavioral Health services

Families served in FY 23-24

46% Latine

22% Black



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

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

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
COMPASS FAMILY SERVICES**

THIS GRANT AGREEMENT (“Agreement”) is made as of **February 1, 2023**, in the City and County of San Francisco, State of California, by and between **COMPASS FAMILY SERVICES** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”).

RECITALS

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: emergency housing and support services through the Urgent Accommodation Voucher (UAV) program.

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

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

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor

(“subgrantee”), successor or assign expressly permitted under Article 13.

- 1.3 References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

- 2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.
- 2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this

Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.**
- (a) The term of this Agreement shall commence on **February 1, 2023**, and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
 - (b) The City has options to renew the Agreement. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
 - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) 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>

[employees-and-subcontractors](#) (navigate to “Exemptions” to download the form).

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

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any

material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5

USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Two Million Six Hundred Seventy Six Thousand Three Hundred Forty Six Dollars (\$2,676,346)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Hundred Forty Six Thousand Fifty Eight Dollars (\$446,058)** 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 Reserved. (State or Federal Funds).

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims.** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- 6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
- (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any

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

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

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

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING

TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

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

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

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

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

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of

three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

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

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

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

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

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

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

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

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

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

ARTICLE 12

DISCLOSURE OF INFORMATION AND DOCUMENTS

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

agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the

Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

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

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

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

If to Grantee: Compass Family Services
37 Grove Street
San Francisco, CA 94102
Attn: Erica Kisch
Ekisch@Compass-SF.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.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions

of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of

the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.
- 16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure

compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth.

Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies

provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Waived pursuant to San Francisco Environment Code Chapter 24 (Packaged Water Prohibition).**

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and

Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care).

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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

Appendix A, Services to be Provided
 Appendix B, Budget
 Appendix C, Method of Payment
 Appendix D, Interests in Other City Grants

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.

Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure.

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:

- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
- (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or

to a department's administration of policies and procedures.

- 17.13 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- 17.14 Services During a City-Declared Emergency.** In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.
- 17.15 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

COMPASS FAMILY SERVICES

DocuSigned by:

CAD7B781896B449...
By: _____
Shireen McSpadden
Executive Director

DocuSigned by:

FF9B2E59B512485...
2/7/2023
By: _____
Erica Kisch
Executive Director
City Supplier Number: 22446

Approved as to Form:
David Chiu
City Attorney

DocuSigned by:

F013CEBF5B1B482...
2/13/2023
By: _____
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Compass Family Services
Urgent Accommodation Voucher (UAV) Program for Families and Pregnant People**

I. Purpose of Grant

The purpose of the Urgent Accommodation Voucher (UAV) Program is to provide emergency short-term hotel stays and supportive services to the served population.

II. Served Population

Grantee shall serve families and pregnant people experiencing homelessness that meet eligibility criteria for services of the Homelessness Response System (HRS) as defined by Department of Homelessness and Supportive Housing (HSH) Coordinated Entry.

III. Referral and Prioritization

Grantee shall provide services to those who meet HSH established eligibility requirements for the served population and utilize any referral system required by the City. HSH intends to use Coordinated Entry (CE), Homeless Outreach Team(s), City partner agencies, HSH-approved community partners, and self-referral method as the primary source of referrals. The goal is to transition the individual or household to a shelter placement as quickly as possible from the UAV Program.

IV. Description of Services

Grantee shall provide emergency hotel placement operations and supportive services, including linkages to existing programs such as Coordinated Entry, harm reduction services, public program benefits, health services, and behavioral health. The UAV Program is a low barrier model that creates a safety net for households to quickly access an adequate and safe place to stay for a limited time. The UAV Program is not intended to be a substitute for emergency shelter placement but rather a complement to the emergency shelter system. Grantee shall provide services to the total number of families as described in the Appendix B, Budget.

A. Emergency Hotel Placement Operations:

1. **Hotel Site Identification:** Grantee shall seek appropriate hotel locations to temporarily shelter families and pregnant persons in an emergency. Grantee shall ensure that the hotel provides an appropriate standard of care, including but not limited to a clean, safe, and pest-free environment, per all applicable building, fire and health codes; linens and housekeeping; adequate and functioning furniture, fixtures, and equipment; and secure entry into the building.
2. **Referral and Screening:** Grantee shall operate a 24/7 referral phone line. Grantee shall screen all referrals for program eligibility.
3. **Reservations:** Grantee shall facilitate emergency hotel reservations via phone, in accordance with the hotel facility's hours of operation, for families who meet the program eligibility criteria upon phone screening.

4. Facility Maintenance: Grantee shall report in a timely manner to hotel management any repairs, maintenance, and/or room turnover needed in the guest hotel rooms.
 5. Meals: Grantee shall supply vouchers for emergency meals and/or groceries to families as needed when connections to community food resources are unavailable. Grantee shall provide information about meal resources available in the surrounding community.
 6. Room Inspections: Grantee shall perform weekly room inspections to ensure room habitability and safety.
 7. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records.
 8. On-call Services: Grantee shall respond to guest emergencies as needed via phone.
- B. Supportive Services: Grantee shall provide supportive services as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations. Supportive services may include but are not limited to:
1. Outreach: Grantee shall actively engage with guests to provide information about available Support Services and invite them to participate. Outreach methods shall include in-person interactions, written messages, phone calls, voice mail, and emails, as available and appropriate to reach each household.
 2. Intake and Assessment: Grant shall conduct an intake with each household to determine and document household identification and stay information. Grantee shall upload vital documents in the Online Navigation and Entry (ONE) System, including identification for each adult member of the household, birth certificates or proof of legal relationship between each parent and child, and social security numbers for all household members (including children). The intake shall also include established consent forms and participant agreement form.
- Grantee shall conduct a support services assessment to document household needs and strengths. Grantee shall create a customized Family Success Plan based on identified needs within the first three business days participating in the UAV program that emphasizes family stability, connections to Coordinated Entry, and linkages to shelter and housing opportunities. Service connections, progress, and follow up on these service plans shall be documented in the client's record.
3. Case Management: Grantee shall provide ongoing meetings and counseling services with families to establish goals, support Family Success Plans, and track progress toward meeting the goals. Case managers must inform clients of UAV Program rules and policies and enforce these policies under the guidance of HSH. For participants referred by Black Infant Health, case managers must coordinate

care with the Black Infant Health clinicians linked to these participants. Grantee must document case management meetings, engagement, and status of households at least weekly to ensure the guests are doing well and are receiving the support they need to maintain their hotel stay.

4. **Benefits Advocacy and Assistance:** Grantee shall assist guests with obtaining or maintaining benefits. Grantee shall provide referrals for and solve problems preventing household enrollment in county, state and federal benefits programs. Grantee may help guests identify, apply for and establish appointments for available services such as cash aid, food programs, medical clinics and/or in-home support.
5. **Referrals and Coordination of Services:** Grantee shall help guests identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with applications, providing appointment reminders, following up/checking in with households regarding the process, and, as necessary, re-referral. Grantee shall also communicate and coordinate with outside service providers and mental health clinics to support existing linkages that guests may have.
6. **Wellness and Emergency Safety Checks:** Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a household's safety when there is a reason to believe a member of the household is at immediate and substantial risk due to a medical and/or psychiatric emergency.
7. **Exit Planning Support:** Grantee shall provide exit planning to households preparing to leave the hotel for any number of reasons, including but not limited to families moving into shelter or permanent supportive housing, families who have reached the end of their time-limited hotel stay, and families who are talking about leaving the program. Grantee shall outreach to and offer on-site services and/or referrals to all guests who display indications of instability. Such indications include, but are not limited to, discontinuance from benefits and conflicts with staff or other households. Grantee shall assist with the de-escalation and resolution of conflicts as needed.

V. Location and Time of Services

Grantee shall provide Supportive Services at scattered hotel sites, at least Monday to Friday, during posted business hours. Grantee may also provide services evenings and weekends, and at other times when necessary to best serve households.

Grantee shall provide on-call services, referral screening, and initial hotel placement coordination 24 hours a day, 7 days a week through a designated phone line provided to referents and guests.

VI. Service Requirements

- A. Language and Interpretation Services: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- B. Admission Policy: Admission policies for program 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 households are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.
- C. Case Conferences: Grantee shall initiate and/or participate in individual case conferences and team coordination meetings with program staff, as needed, to coordinate and collaborate regarding households' progress.
- D. Complaint and Grievance Procedure: Grantee shall establish and maintain a written Grievance Procedure for the served population, which shall include the following elements, as well as others that may be appropriate to the services:
 1. The name or title of the person or persons authorized to make a determination regarding the grievance;
 2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 3. The amount of time required for each step, including when a household can expect a response; and
 4. In accordance with published HSH policies/procedures, the HSH Grievances email address and mailing address for the household to contact after the household has exhausted Grantee's internal Grievance Procedure.

Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each household and obtain a signed copy of the form from the household, which must be maintained in the household's file. Additionally, Grantee shall provide a copy of the procedure and any amendments to the HSH Program Manager or his/her designated agent.

- E. Good Neighbor Policies: Grantee shall maintain a good relationship with the hotel and neighborhood, including:
 1. Working with the onsite hotel management to ensure that concerns expressed by other hotel residents in the building are heard and addressed;
 2. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed; and
 3. Actively discouraging loitering in the area surrounding the building.
- F. Feedback Policies:
Grantee shall provide means for households to give feedback about the program, including their level of satisfaction with services. Feedback methods shall include:

1. A written anonymous survey, which shall be offered to households quarterly to assess the effectiveness of services and systems within the program. Grantee shall publicize the survey and offer all guests the opportunity to provide feedback. Grantees shall offer assistance with survey completion if the written format presents any problem.

G. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:

1. Regular communication to HSH about the implementation of the program;
2. Attendance of HSH meetings and trainings, as required;
3. Attendance of a bi-annual training on the Americans with Disabilities Act (ADA) and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
4. Adherence to the City service or companion animals policy;
5. Adherence 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.

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

I. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with families will participate in annual trainings on harm reduction, overdose recognition, and response.

J. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues. Grantee shall maintain records on staff training completed and report to HSH annually.

K. Record Keeping and Files: Grantee shall maintain confidential files that document the services and supportive work provided to the served population for the purpose of tracking and reporting objectives and outcomes.

L. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement, including but not limited to:
 - a. Entering all household data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
 - c. Running monthly data quality reports and correcting any errors.
2. 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. 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.
3. 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.

M. Coordination with Other Service Providers:

1. Grantee shall maintain a good working relationship with other service providers, HSH, and all other agencies involved in program operations to ensure communication and coordination that supports program goals.
2. When required by HSH, Grantee shall establish written Memoranda of Understanding (MOUs) with Property Management and Subcontractors.

VII. **Service Objectives**

Grantee shall achieve the Service Objectives listed below.

- A. Grantee shall offer at least 90 percent of guests a Family Success Plan that includes clear goals, objectives, and identified barriers within three business days of receiving a UAV.
- B. Grantee shall ensure at least 90 percent of guests are referred to problem-solving and/or assessment via Coordinated Entry within three business days of receiving a UAV, unless there is an active assessment in the ONE System.
- C. Grantee shall assist at least 90 percent of guests with case management and referral needs to access program benefits, employment services, health services, and related transportation support, if needed.

- D. Grantee shall offer Support Services to 100 percent of all guests who showed stay instability at least once per incident.
- E. Grantee shall outreach to 100 percent of households with planned exits from the program to engage in comprehensive discharge planning, that includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for families enrolled in the program.

VIII. Outcome Objectives

Grantee shall achieve the Outcome Objectives listed below.

- A. A minimum of 75 percent of UAV participants will exit to a destination other than the street.
- B. A minimum of 75 percent of families shall have a completed shelter and/or housing CE assessment in ONE before the end of their stay.
- C. A minimum of 75 percent of guests participating in a Satisfaction Survey will rate the UAV program services as good or excellent.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as the ONE system and CARBON.

- A. When required by HSH, Grantee shall enter household data in the ONE system.
- B. 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.
- C. 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.
- D. 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.

- E. Grantee shall participate, as required by HSH, 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 30 working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- G. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, which may include review of materials including, but not limited, to the following: household files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and backup documentation for reporting progress towards meeting Service and Outcome Objectives.
 - 1. Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the ADA, subcontracts and Memoranda of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	2/1/2023								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	2/1/2023	6/30/2024	2						
6	Amended Term	2/1/2023	6/30/2024	2						
7					Year 1		Year 2			
8	Service Component				2/1/2023 - 6/30/2023		7/1/2023 - 6/30/2024			
10	Number of families served				40		20			
11										
12										
13										
14										
15										
16										
17										
18										

	A	B	C	D	G	J	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	APPENDIX B, BUDGET						
3	Document Date	2/1/2023					
4	Contract Term	Begin Date	End Date	Duration (Years)			
5	Current Term	2/1/2023	6/30/2024	2			
6	Amended Term	2/1/2023	6/30/2024	2			
7	Provider Name	Compass Family Services					
8	Program	Urgent Accomodation Voucher					
9	F\$P Contract ID#	1000028113					
10	Action (select)	New Agreement					
11	Effective Date	2/1/2023					
12	Budget Name	Prop C + DPH Work Order - Support Services					
13		Current	New				
14	Term Budget	\$ -	\$ 2,230,288	20%			
15	Contingency	\$ -	\$ 446,058				
16	Not-To-Exceed		\$ 2,676,346				
					Year 1	Year 2	All Years
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	2/1/2023 - 6/30/2024
18					New	New	New
19	Expenditures						
20	Salaries & Benefits				\$ 130,898	\$ 238,980	\$ 369,878
21	Operating Expense				\$ 201,208	\$ 108,964	\$ 310,172
22	Subtotal				\$ 332,106	\$ 347,944	\$ 680,050
23	Indirect Percentage				15.00%	15.00%	
24	Indirect Cost (Line 22 X Line 23)				\$ 49,816	\$ 52,192	\$ 102,007
25	Other Expenses (Not subject to indirect %)				\$ 883,224	\$ 565,008	\$ 1,448,232
26	Capital Expenditure				\$ -	\$ -	\$ -
28	Total Expenditures				\$ 1,265,145.33	\$ 965,143.60	\$ 2,230,288.93
29							
30	HSH Revenues (select)						
31	Prop C				\$ 965,144	\$ 965,144	\$ 1,930,288
33	Work Order - DPH				\$ 300,000	\$ -	\$ 300,000
34					\$ -	\$ -	\$ -
40	Total HSH Revenues				\$ 1,265,144.00	\$ 965,144.00	\$ 2,230,288.00
49	Total HSH + Other Revenues				\$ 1,265,144.00	\$ 965,144.00	\$ 2,230,288.00
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -
52							
53	Prepared by	Joua Lee-Jagoda					
54	Phone	209-628-8448					
55	Email	jlee-jagoda@compass-sf.org					

	A	B	C	D	E	H	I	J	K	L	O	BT	BU	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	SALARY & BENEFIT DETAIL															
3	Document Date		2/1/2023													
4	Provider Name		Compass Family Services													
5	Program		Urgent Accomodation Voucher													
6	FSP Contract ID#		1000028113													
7	Budget Name		Prop C + DPH Work Order - Support Services													
8			Year 1					Year 2					All Years			
9	POSITION TITLE		Agency Totals		For HSH Funded Program		2/1/2023 - 6/30/2023 New	Agency Totals		For HSH Funded Program		7/1/2023 - 6/30/2024 New	2/1/2023 - 6/30/2024 Current	2/1/2023 - 6/30/2024 Modification	2/1/2023 - 6/30/2024 New	
10			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
11	Director of Housing Programs		\$ 117,000	1.00	10%	0.10	\$ 11,700	\$ 117,000	1.00	5%	0.05	\$ 5,850	\$ -	\$ 17,550	\$ 17,550	
12	Program Director		\$ 85,000	1.00	50%	0.50	\$ 42,500	\$ 85,000	1.00	100%	1.00	\$ 85,000	\$ -	\$ 127,500	\$ 127,500	
13	Case Manager (Bilingual)		\$ 61,250	1.00	50%	0.50	\$ 30,625	\$ 61,250	1.00	100%	1.00	\$ 61,250	\$ -	\$ 91,875	\$ 91,875	
14	Coordinator (temporary)		\$ 55,000	0.75	50%	0.38	\$ 20,625	\$ 55,000	0.75	100%	0.75	\$ 41,250	\$ -	\$ 61,875	\$ 61,875	
15							\$ -					\$ -	\$ -	\$ -	\$ -	
16							\$ -					\$ -	\$ -	\$ -	\$ -	
17							\$ -					\$ -	\$ -	\$ -	\$ -	
18							\$ -					\$ -	\$ -	\$ -	\$ -	
53							\$ -					\$ -	\$ -	\$ -	\$ -	
54							\$ -					\$ -	\$ -	\$ -	\$ -	
55			TOTAL SALARIES				\$ 105,450	TOTAL SALARIES				\$ 193,350	\$ -	\$ 298,800	\$ 298,800	
56			TOTAL FTE				1.48	TOTAL FTE				2.80				
57			FRINGE BENEFIT RATE				30.00%	FRINGE BENEFIT RATE				30.00%				
58			EMPLOYEE FRINGE BENEFITS				\$ 25,448	EMPLOYEE FRINGE BENEFITS				\$ 45,630	\$ -	\$ 71,078	\$ 71,078	
59			TOTAL SALARIES & BENEFITS				\$ 130,898	TOTAL SALARIES & BENEFITS				\$ 238,980	\$ -	\$ 369,878	\$ 369,878	

	A	D	G	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	OPERATING DETAIL			
3	Document Date	2/1/2023		
4	Provider Name	Compass Family Services		
5	Program	Urgent Accomodation Voucher		
6	F\$P Contract ID#	1000028113		
7	Budget Name	Prop C + DPH Work Order - Support Services		
8				
9		Year 1	Year 2	All Years
10		2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	2/1/2023 - 6/30/2024
11		New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ 13,275	\$ 25,200	\$ 38,475
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 2,991	\$ 5,678	\$ 8,669
15	Office Supplies, Postage	\$ 1,027	\$ 1,949	\$ 2,976
16	Printing and Reproduction	\$ 1,080	\$ 2,050	\$ 3,130
17	Insurance	\$ 1,186	\$ 2,251	\$ 3,437
18	Staff Training	\$ 885	\$ 1,680	\$ 2,565
19	Staff Travel-(Local & Out of Town)	\$ 15,340	\$ 29,120	\$ 44,460
20	One-time start up supplies	\$ 12,000	\$ -	\$ 12,000
21	Hotel Maintenance & Janitorial Supplies	\$ 151,034	\$ 36,500	\$ 187,534
22				\$ -
41				\$ -
42	<u>Consultants</u>			\$ -
43	IT Services	\$ 2,390	\$ 4,536	\$ 6,926
44				\$ -
54	<u>Subcontractors (First \$25k Only)</u>			\$ -
55				\$ -
56				\$ -
67				
68	TOTAL OPERATING EXPENSES	\$ 201,208	\$ 108,964	\$ 310,172
69				
70	<u>Other Expenses (not subject to indirect cost %)</u>			
71	Hotel Rooms	\$ 637,924	\$ 456,250	\$ 1,094,174
72	Hotel parking	\$ 80,300	\$ 58,758	\$ 139,058
73	Direct Client Assistance	\$ 165,000	\$ 50,000	\$ 215,000
74				\$ -
75				\$ -
83				
84	TOTAL OTHER EXPENSES	\$ 883,224	\$ 565,008	\$ 1,448,232
85				
86	<u>Capital Expenses</u>			
87				\$ -
94				
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -
96				
97	HSH #3			7/26/2022

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	2/1/2023		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	2/1/2023	6/30/2024	2
6	Amended Term	2/1/2023	6/30/2024	2
7				
8	Approved Subcontractors			
10	None			
11				

Appendix C, Method of Payment

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

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

B. Invoicing System:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
 2. All documentation requested by and submitted to HSH must:

- a. Be easily searchable (e.g., PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

Prop C/Department of Public Health Work Order/General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation, as requested by HSH, for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period.</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. Grantee shall provide documentation, as requested by HSH. Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>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.</p>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures,</p>

Prop C/Department of Public Health Work Order/General Fund	
Type	Instructions and Examples of Documentation
	and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation, as requested by HSH, for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

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 be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

Appendix D, Interests in Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant ¹
Department of Homelessness and Supportive Housing (HSH) – Clara House	07/01/2019 – 06/30/2024	\$3,997,890
Department of Homelessness and Supportive Housing (HSH) – Behavioral Health Services	03/01/2020 – 06/30/2026	\$8,284,104
Department of Homelessness and Supportive Housing (HSH) – SF HOME Rapid Rehousing	07/01/2020 – 06/30/2023	\$8,970,971
Department of Homelessness and Supportive Housing (HSH) – Central City Access Point	07/01/2022 – 06/30/2024	\$2,711,986
Department of Homelessness and Supportive Housing (HSH) – Homelessness Prevention	07/01/2021 – 06/30/2025	\$6,511,622
Department of Homelessness and Supportive Housing (HSH) – Family Shelter	07/01/2020 – 06/30/2025	\$7,483,014
Department of Homelessness and Supportive Housing (HSH) – Family Flexible Housing Subsidy Pool (FHSP)	10/01/2022 – 03/31/2024	\$8,967,977
Department of Homelessness and Supportive Housing (HSH) – Family Housing Ladder	10/01/2022 – 06/30/2024	\$6,066,347
Department of Homelessness and Supportive Housing (HSH) – Continuum of Care (CoC) Rapid Rehousing	12/01/2022 – 11/30/2027	\$5,386,071
Mayor’s Office of Housing & Community Development (MOHCD) – OEWD Equity Pilot	07/01/2022 – 06/30/2023	\$200,000
Mayor’s Office of Housing & Community Development (MOHCD) – Capital Projects	09/01/2022 – 08/30/2024	\$187,628
San Francisco Children & Families Commission (First 5) – Family Resource Center Initiative	07/01/2022 – 06/30/2023	\$503,244
SF Dept. of Early Care (DEC) – Early Care & Education Case Management for Homeless Families	07/01/2021 – 06/30/2024	\$2,121,000
SF Dept. of Early Care (DEC) – Early Learning Scholarship (ELS)	07/01/2022 – 06/30/2023	\$893,556
SF Dept. of Early Care (DEC) – Early Educator Salary Support	07/01/2022 – 06/30/2023	\$746,032

¹ For listed Department of Homelessness and Supportive Housing (HSH) grants, the “amount of grant” represents the Not-to-Exceed (NTE) limit of the grant agreement.

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

**FIRST AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
COMPASS FAMILY SERVICES**

THIS AMENDMENT of the **February 1, 2023** Grant Agreement (the "Agreement") is dated as of **July 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **COMPASS FAMILY SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, Grantee was selected pursuant to San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

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

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. 24-068 on June 6, 2024; and

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) "Agreement" shall mean the Agreement dated **February 1, 2023** between Grantee and City.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum

Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

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

(a) The term of this Agreement shall commence on **February 1, 2023**, and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

(b) The City has options to renew the Agreement. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

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

3.2 Duration of Term. The term of this Agreement shall commence on **February 1, 2023** and expire on **December 31, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

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

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

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Two Million Six Hundred Seventy Six Thousand Three Hundred Forty Six Dollars (\$2,676,346).**

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Hundred Forty Six Thousand Fifty Eight Dollars (\$446,058)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million One Hundred Forty One Thousand Three Hundred Seventy Dollars (\$8,141,370)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement **Nine Hundred Fifteen Thousand Four Hundred Seventy Nine Dollars (\$915,479)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

5.4 State or Federal Funds.

(a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

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

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

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

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

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

- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth in the Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102 hshcontracts@sfgov.org
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If to Grantee:	Compass Family Services 37 Grove Street San Francisco, CA 94102 Attn: Erica Kisch Ekisch@Compass-SF.org
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Any notice of default must be sent by certified mail or other trackable written communication.

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

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

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

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

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

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

2.11 Section 16.23 Additional Requirements for Federally-Funded Awards is hereby added to this Agreement and reads as follows:

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

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

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

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

Appendix A, Services to be Provided (dated July 1, 2024)
Appendix B, Budget (dated July 1, 2024)
Appendix C, Method of Payment (dated July 1, 2024)
Appendix D, Interests in Other City Grants (dated July 1, 2024)

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

17.12 Reserved.

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

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

- 2.15 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2024), for the period of July 1, 2024 to December 31, 2024.
- 2.16 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2024), for the period of February 1, 2023 to December 31, 2024.
- 2.17 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2024).
- 2.18 Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2024).

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.

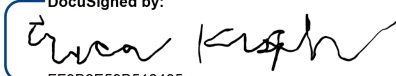
CITY

GRANTEE

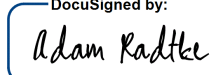
**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

COMPASS FAMILY SERVICES

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

By: 
FF9B2E59B512485...
Erica Kisch
Chief Executive Officer
City Supplier Number: 22446

Approved as to Form:
David Chiu
City Attorney

By: 
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Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Compass Family Services
Urgent Accommodation Vouchers Program for Families and Pregnant People**

I. Purpose of Grant

The purpose of the Urgent Accommodation Vouchers (UAV) Program is to provide emergency short-term hotel stays and Support Services to the served population.

II. Served Population

Grantee shall serve formerly homeless or at-risk of homelessness and income-eligible family households with an adult and at least one natural, adoptive and/or foster child below the age of 18. This may include a pregnant person, with or without a partner.

III. Referral and Prioritization

Grantee shall provide services to the served population and utilize any referral system required by the City. HSH intends to use Coordinated Entry, Homeless Outreach Team(s), City partner agencies, HSH-approved community partners, and self-referral methods as the primary source of referrals.

IV. Description of Services

Grantee shall provide emergency hotel placement operations and Support Services, as described below.

A. Emergency Hotel Placement Operations:

1. Hotel Site Identification: Grantee shall seek appropriate hotel locations to temporarily shelter families and pregnant persons in an emergency. Grantee shall ensure that the hotel provides an appropriate standard of care, including but not limited to a clean, safe, and pest-free environment, per all applicable building, fire and health codes; linens and housekeeping; adequate and functioning furniture, fixtures, and equipment; and secure entry into the building.
2. Referral and Screening: Grantee shall operate a 24/7 referral phone line. Grantee shall screen all referrals for program eligibility.
3. Reservations: Grantee shall facilitate emergency hotel reservations via phone, in accordance with the hotel facility's hours of operation, for families who meet the program eligibility criteria upon phone screening.
4. Facility Maintenance: Grantee shall report in a timely manner to hotel management any repairs, maintenance, and/or room turnover needed in the guest hotel rooms.
5. Meals: Grantee shall supply vouchers for emergency meals and/or groceries to families as needed when connections to community food resources are unavailable. Grantee shall provide information about meal resources available in the surrounding community.

6. Room Inspections: Grantee shall perform weekly room inspections to ensure room habitability and safety.
 7. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records.
 8. On-call Services: Grantee shall respond to guest emergencies as needed via phone.
- B. Support Services: Grantee shall provide Support Services to the total number of households listed in Appendix B, Budget (“Number Served” tab). Support Services are voluntary. Services shall include, but are not limited to, the following:
1. Outreach: Grantee shall engage with households to provide information about available Support Services and invite them to participate.
 2. Intake and Assessment: Grantee shall conduct an intake with each household to determine and document household identification and stay information. Grantee shall upload vital documents in the Online Navigation and Entry (ONE) System, including identification for each adult member of the household, birth certificates or proof of legal relationship between each parent and child, and social security numbers for all household members (including children). If one or more family members do not have a social security card, Grantee shall note this in ONE. The intake shall also include established consent forms and participant agreement forms. Grantee shall also conduct a support services assessment to document household needs and strengths. Grantee shall create a customized Family Success Plan based on identified needs that emphasizes household stability, connections to Coordinated Entry, and linkages to shelter and housing opportunities.
 3. Problem-Solving: Grantee shall engage in problem solving conversations with participants, including exploring housing options outside of the HRS such as relocation, advocating on behalf of participants with landlords, and/or conflict mediation.
 4. Case Management: Grantee shall provide ongoing meetings and counseling services with families to establish goals, support Family Success Plans, and track progress toward meeting the goals. Case managers must inform clients of UAV Program rules and policies and enforce these policies under the guidance of HSH. For participants referred by Black Infant Health, case managers must coordinate care with the Black Infant Health clinicians linked to these participants. Grantee must document case management meetings, engagement, and status of households at least weekly to ensure the guests are doing well and are receiving the support they need to maintain their hotel stay.
 5. Benefits Advocacy and Assistance: Grantee shall assist guests with obtaining or maintaining benefits. Grantee shall provide referrals for and solve problems

preventing household enrollment in county, state and federal benefits programs. Grantee may help guests identify, apply for and establish appointments for available services such as cash aid, food programs, medical clinics and/or in-home support.

6. **Referrals and Coordination of Services:** Grantee shall help guests identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with applications, providing appointment reminders, following up/checking in with households regarding the process, and, as necessary, re-referral. Grantee shall also communicate and coordinate with outside service providers and mental health clinics to support existing linkages that guests may have.
7. **Wellness and Emergency Safety Checks:** Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a household's safety when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency.
8. **Stability Support:** Grantee shall outreach to and offer on-site services and/or referrals to all guests who display indications of instability. Such indications include, but are not limited to, discontinuance from benefits or services, rule violations or warnings, and conflicts with staff or other guests. Grantee shall assist with the de-escalation and resolution of conflicts as needed.
9. **Exit Planning Support:** Grantee shall provide exit planning to guests preparing to leave the hotel for any number of reasons, including but not limited to guests moving into shelter or permanent supportive housing, guests who have reached the end of their time-limited hotel stay, and guests who are talking about leaving the program. Grantee shall engage guests in comprehensive discharge planning, which includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.

V. Location and Time of Services

Grantee shall provide Support Services at scattered hotel sites, at least Monday to Friday, during posted business hours. Grantee may also provide services evenings and weekends, and at other times when necessary to best serve households.

Grantee shall provide on-call services, referral screening, and initial hotel placement coordination 24 hours a day, 7 days a week through a designated phone line provided to referents and guests.

VI. Service Requirements

- A. **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>.

- B. 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.
- C. Case Conferences: Grantee shall initiate and participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding household's progress.
- D. Complaint and Grievance Procedure:
 - 1. Grantee shall establish and maintain a written Grievance Procedure for households, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a household can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the household to contact after the household has exhausted Grantee's internal Grievance Procedure.
 - 2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each household and obtain a signed copy of the form from the household, which must be maintained in the household's file. Additionally, Grantee shall post the policy at all times in a location visible to households, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
- E. Good Neighbor Policies: Grantee shall maintain a good relationship with the hotel and neighborhood, including:
 - 1. In partnership with the hotel management, collaborating with neighbors and relevant city agencies to ensure that hotel residents and neighborhood concerns are heard and addressed;
 - 2. Have a representative of the Grantee attend all appropriate neighborhood meetings;
 - 3. Providing staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, San Francisco

Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed; and

4. Grantee shall create and offer a “good neighbor” onboarding for households as they move in that outlines community resources, community norms, and expectations.
- F. Feedback Policies: Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
 2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.
- G. City Communications and Policies
Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
 2. Attendance of HSH meetings and trainings, as required;
 3. Attendance of a bi-annual training on the Americans with Disabilities Act (ADA) and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office; and
 4. Adherence to the City service or companion animals policy.
- H. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
- I. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- J. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#).

Grantee staff who work directly with families will participate in annual trainings on harm reduction, overdose recognition, and response.

- K. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues. Grantee shall maintain records on staff training completed and report to HSH annually.
- L. Record Keeping and Files: Grantee shall maintain confidential household files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
 - 1. Grantee shall maintain client program enrollment, annual status updates and program exit information in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
 - 2. Grantee shall maintain a program roster of all current households in the ONE System.
 - 3. Grantee shall maintain services information in the ONE System, including information on households receiving eviction notices, as instructed by HSH.
 - 4. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress as described in the Service Description and Service Requirements.
- M. Data Standards:
 - 1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to:
 - a. Entering all household data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
 - c. Running monthly data quality reports and correcting any errors.
 - 2. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.
 - 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 the CARBON database. 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

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

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. Coordination with Other Service Providers:

1. Grantee shall maintain a good working relationship with other service providers, HSH, and all other agencies involved in program operations to ensure communication and coordination that supports program goals.
2. When required by HSH, Grantee shall establish written Memoranda of Understanding (MOUs) with Property Management and Subcontractors.

- O. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, low-barrier access to housing and services.

VII. Service Objectives

Grantee shall achieve the Service Objectives listed below.

- A. Grantee shall offer at least 90 percent of guests a Family Success Plan that includes clear goals, objectives, and identified barriers within three business days of receiving a UAV.
- B. Grantee shall ensure at least 90 percent of guests are referred to problem-solving and/or assessment via Coordinated Entry within three business days of receiving a UAV, unless there is an active assessment in the ONE System.
- C. Grantee shall assist at least 90 percent of guests with case management and referral needs to access program benefits, employment services, health services, and related transportation support, if needed.
- D. Grantee shall offer Support Services to 100 percent of all guests who showed stay instability at least once per incident.
- E. Grantee shall outreach to 100 percent of households with planned exits from the program to engage in comprehensive discharge planning, that includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for families enrolled in the program.

VIII. Outcome Objectives

Grantee shall achieve the Outcome Objectives listed below.

- A. A minimum of 75 percent of UAV participants will exit to a destination other than the street.
- B. A minimum of 75 percent of families shall have a completed shelter and/or housing CE assessment in ONE before the end of their stay.
- C. A minimum of 75 percent of guests participating in a Satisfaction Survey will rate the UAV program services as good or excellent.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as the ONE system and CARBON.

- A. When required by HSH, Grantee shall enter household data in the ONE system.
- B. 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.
- C. 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.
- D. 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.
- E. Grantee shall participate, as required by HSH, 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 30 working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, which may include review of materials including, but not limited, to the following: household files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and backup documentation for reporting progress towards meeting Service and Outcome Objectives.

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

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

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2024		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	2/1/2023	6/30/2024	2
6	Amended Term	2/1/2023	12/31/2024	2
7				
8	Approved Subcontractors			
10	None			
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Program Budget History

Date of Budget Change	Change Type	Ongoing / One-Time	Change Amount	Asana Approval Link	Change Description
7/1/2023	Modification	One-Time	\$ 300,000	N/A	One-time Mod to add \$300,000 DPH Work Order
7/1/2023	Modification	One-Time	\$ 1,000,000	https://app.asana.com	Adding \$1,000,000 in one-time General Funds to increase number of vouchers from 15 to 50 for FY23-24 only, effective 5/1/2024.
7/1/2024	Amendment	Ongoing	\$ 4,557,396	PENDING	Adding \$4,557,396 in additional funding to extend term by six months and increase number of vouchers to a total of 130 for FY24-25. This amount does not include contingency in the amount of \$915,479 for a total agreement NTE amount of \$8,141,370

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2024											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	2/1/2023	6/30/2024	2									
6	Amended Term	2/1/2023	12/31/2024	2									
7					Year 1		Year 2		Year 3				
8	Service Component				2/1/2023 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 12/31/2024				
10	Families served at any given time				15		50		130				

	A	B	C	D	E	J	L	M	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	APPENDIX B, BUDGET										
3	Document Date	7/1/2024									
4	Contract Term	Begin Date	End Date	Duration (Years)							
5	Current Term	2/1/2023	6/30/2024	2							
6	Amended Term	2/1/2023	12/31/2024								
7	Provider Name	Compass Family Services									
8	Program	Urgent Accomodation Vouchers									
9	F\$P Contract ID#	1000028113									
10	Action (select)	Amendment									
11	Effective Date	5/1/2024									
12	Budget Names	Prop C & General Fund - Support Services, Work Order - DPH - UAV									
13		Current	New								
14	Term Budget	\$ 2,648,495	\$ 7,225,890	20%							
15	Contingency	\$ 27,851	\$ 915,479								
16	Not-To-Exceed	\$2,676,346	\$ 8,141,370		Year 1	Year 2	Year 3	All Years			
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	7/1/2024 - 12/31/2024	2/1/2023 - 6/30/2024	2/1/2023 - 12/31/2024	2/1/2023 - 12/31/2024
18					Current/Actuals	New	Amendment	New	Current/Actuals	Amendment	New
19	Expenditures										
20	Salaries & Benefits				\$ 130,898	\$ 654,714	\$ 691,567	\$ 691,567	\$ 785,611	\$ 691,567	\$ 1,477,178
21	Operating Expense				\$ 201,208	\$ 87,645	\$ 224,647	\$ 224,647	\$ 288,853	\$ 224,647	\$ 513,500
22	Subtotal				\$ 332,106	\$ 742,359	\$ 916,214	\$ 916,214	\$ 1,074,464	\$ 916,214	\$ 1,990,678
23	Indirect Percentage					15.00%					
24	Indirect Cost (Line 22 X Line 23)				\$ 49,816	\$ 111,354	\$ 137,432	\$ 137,432	\$ 161,170	\$ 137,432	\$ 298,602
25	Other Expenses (Not subject to indirect %)				\$ (72,024)	\$ 1,484,886	\$ 3,523,750	\$ 3,523,750	\$ 1,412,861	\$ 3,523,750	\$ 4,936,611
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total Expenditures				\$ 309,897	\$ 2,338,598	\$ 4,577,395	\$ 4,577,396	\$ 2,648,495	\$ 4,577,395	\$ 7,225,891
29											
30	HSH Revenues (select)*										
31	Prop C				\$ 965,144	\$ 988,598	\$ 508,378	\$ 508,378	\$ 1,953,742	\$ 508,378	\$ 2,462,120
33	Work Order - DPH				\$ 300,000	\$ 300,000		\$ -	\$ 600,000	\$ -	\$ 600,000
34	Prop C - One-Time Addback				\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
35	Adjustment to Actuals				\$ (955,247)	\$ -	\$ -	\$ -	\$ (955,247)	\$ -	\$ (955,247)
36	General Fund - One-Time				\$ -	\$ 1,000,000	\$ 1,456,850	\$ 1,456,850	\$ 1,000,000	\$ 1,456,850	\$ 2,456,850
37	Prop C - One-Time				\$ -	\$ -	\$ 2,612,168	\$ 2,612,168	\$ -	\$ 2,612,168	\$ 2,612,168
40	Total HSH Revenues				\$ 309,897	\$ 2,338,598	\$ 4,577,396	\$ 4,577,396	\$ 2,648,495	\$ 4,577,396	\$ 7,225,890
50	Rev-Exp (Budget Match Check)				\$ -	\$ -		\$ -	\$ -		\$ -
52	Total Adjusted Salary FTE (All Budgets)					7.65		7.10			
53											
54	Prepared by	Joua Lee-Jagoda			*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.						
55	Phone	209-628-8448									
56	Email	jlee-jagoda@compass-sf.org									

	A	B	C	D	E	H	L	M	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	7/1/2024										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	2/1/2023	6/30/2024	2								
6	Amended Term	2/1/2023	12/31/2024									
7	Provider Name	Compass Family Services										
8	Program	Urgent Accomodation Voucher										
9	F\$P Contract ID#	1000028113										
10	Action (select)	Amendment										
11	Effective Date	5/1/2024										
12	Budget Name	Prop C & General Fund - Support Services										
13		Current	New									
14	Term Budget	\$ 2,118,769	\$ 6,696,164	20%								
15	Contingency	\$ 27,851	\$ 915,479									
16	Not-To-Exceed	\$ 2,676,346	\$ 8,141,370									
					Year 1	Year 2	Year 3		All Years			
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	7/1/2024 - 12/31/2024	2/1/2023 - 6/30/2024	2/1/2023 - 12/31/2024	2/1/2023 - 12/31/2024	
18					Current	Current	Amendmended	New	Current	Amendmended	New	
19	Expenditures											
20	Salaries & Benefits				\$ 130,898	\$ 654,714	\$ 691,567	\$ 691,567	\$ 785,611	\$ 691,567	\$ 1,477,178	
21	Operating Expense				\$ 201,208	\$ 87,645	\$ 224,647	\$ 224,647	\$ 288,853	\$ 224,647	\$ 513,500	
22	Subtotal				\$ 332,106	\$ 742,359	\$ 916,214	\$ 916,214	\$ 1,074,464	\$ 916,214	\$ 1,990,678	
23	Indirect Percentage				15.00%	15.00%		15.00%				
24	Indirect Cost (Line 22 X Line 23)				\$ 49,816	\$ 111,354	\$ 137,432	\$ 137,432	\$ 161,170	\$ 137,432	\$ 298,602	
25	Other Expenses (Not subject to indirect %)				\$ (301,751)	\$ 1,184,886	\$ 3,523,750	\$ 3,523,750	\$ 883,135	\$ 3,523,750	\$ 4,406,885	
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	Total Expenditures				\$ 80,171	\$ 2,038,598	\$ 4,577,395	\$ 4,577,396	\$ 2,118,769	\$ 4,577,395.05	\$ 6,696,164.63	
29												
30	HSH Revenues (select)											
31	Prop C				\$ 965,144	\$ 988,598	\$ 508,378	\$ 508,378	\$ 1,953,742	\$ 508,378	\$ 2,462,120	
34	Prop C - One-Time Addback					\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	
35	Adjustment to Actuals				\$ (884,973)			\$ -	\$ (884,973)	\$ -	\$ (884,973)	
36	General Fund - One-Time					\$ 1,000,000	\$ 1,456,850	\$ 1,456,850	\$ 1,000,000	\$ 1,456,850	\$ 2,456,850	
37	Prop C - One-Time						\$ 2,612,168	\$ 2,612,168	\$ -	\$ 2,612,168	\$ 2,612,168	
49	Total HSH + Other Revenues				\$ 80,171	\$ 2,038,598	\$ 4,577,396	\$ 4,577,396	\$ 2,118,769	\$ 4,577,396	\$ 6,696,164	
50	Rev-Exp (Budget Match Check)				\$ -	\$ -		\$ -	\$ -		\$ -	
51												
52												
53	Prepared by	Joua Lee-Jagoda										
54	Phone	209-628-8448										
55	Email	jlee-jagoda@compass-sf.org										

	A	F	M	P	Q	R	S	U	V	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	SALARY & BENEFIT DETAIL											
3	Document Date	7/1/2024										
4	Provider Name	Compass Family Services										
5	Program	Urgent Accomodation Voucher										
6	F\$P Contract ID#	1000028113										
7	Budget Name	Prop C & General Fund - Support Services										
8		Year 1	Year 2	Year 3						All Years		
9	POSITION TITLE	2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	Agency Totals		For HSH Funded Progarm		7/1/2024 - 12/31/2024	7/1/2024 - 12/31/2024	2/1/2023 - 6/30/2024	2/1/2023 - 12/31/2024	2/1/2023 - 12/31/2024
10		Current	Current					Amendmended	New	Current	Modification	New
11		Budgeted Salary	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Director of Shelter Programs	\$ 11,700	\$ 19,031	\$136,475	1.00	20%	0.10	\$ 13,648	\$ 13,648	\$ 30,731	\$ 13,648	\$ 44,379
13	Program Director	\$ 42,500	\$ 84,346	\$102,211	1.00	100%	0.50	\$ 51,105	\$ 51,105	\$ 126,846	\$ 51,105	\$ 177,951
14	Case Manager (Bilingual)	\$ 30,625	\$ 234,067	\$68,211	8.00	100%	4.00	\$ 272,844	\$ 272,844	\$ 264,692	\$ 272,844	\$ 537,536
15	After Hours Coordinator (was Coordinator)	\$ 20,625	\$ 56,908	\$72,345	3.00	100%	1.50	\$ 108,518	\$ 108,518	\$ 77,533	\$ 108,518	\$ 186,050
16	On Call After Hours Coordinator		\$ 28,275	\$ -				\$ -	\$ -	\$ 28,275	\$ -	\$ 28,275
17	Assistant Program Director		\$ 81,000	\$ 85,860	2.00	100%	1.00	\$ 85,860	\$ 85,860	\$ 81,000	\$ 85,860	\$ 166,860
18								\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ 105,450	\$ 503,626	TOTAL SALARIES				\$ 531,974	\$ 531,974	\$ 609,076	\$ 531,974	\$ 1,141,050
56				TOTAL FTE			7.10					
57				FRINGE BENEFIT RATE								
58		\$ 25,448	\$ 151,088	EMPLOYEE FRINGE BENEFITS			\$ 159,592	\$ 159,592	\$ 176,535	\$ 159,592	\$ 336,128	
59		\$ 130,898	\$ 654,714	TOTAL SALARIES & BENEFITS			\$ 691,567	\$ 691,567	\$ 785,611	\$ 691,567	\$ 1,477,178	
60												
61												
62												

	A	B	E	I	J	AF	AG	AH	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	OPERATING DETAIL								
3	Document Date	7/1/2024							
4	Provider Name	Compass Family Services							
5	Program	Urgent Accomodation Voucher							
6	F\$P Contract ID#	1000028113							
7	Budget Name	Prop C & General Fund - Support Services							
8	EXTENSION YEAR								
9		Year 1	Year 2	Year 3		All Years			
10		2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 12/31/2024	7/1/2024 - 12/31/2024	2/1/2023 - 6/30/2024	2/1/2023 - 12/31/2024	2/1/2023 - 12/31/2024	
11		Current	Current	Amendmended	New	Current	Modification	New	
12		Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property	\$ 13,275	\$ 13,140	\$ 27,500	\$27,500	\$ 26,415	\$ 27,500	\$ 53,915	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 2,991	\$ 5,678	\$ 4,054	4,054.00	\$ 8,669	\$ 4,054	\$ 12,723	
15	Office Supplies, Postage	\$ 1,027	\$ 5,699	\$ 1,500	\$1,500	\$ 6,726	\$ 1,500	\$ 8,226	
16	Printing and Reproduction	\$ 1,080	\$ 2,050	\$ 1,025	\$1,025	\$ 3,130	\$ 1,025	\$ 4,155	
17	Insurance	\$ 1,186	\$ 2,251	\$ 4,047	\$4,047	\$ 3,437	\$ 4,047	\$ 7,484	
18	Staff Training	\$ 885	\$ 1,680	\$ 1,000	\$1,000	\$ 2,565	\$ 1,000	\$ 3,565	
19	Staff Travel-(Local & Out of Town)	\$ 15,340	\$ 6,346	\$ 14,560	\$14,560	\$ 21,686	\$ 14,560	\$ 36,246	
20	One-time start up supplies	\$ 12,000	\$ -	\$ -		\$ 12,000	\$ -	\$ 12,000	
21	Hotel Maintenance & Janitorial Supplies	\$ 151,034	\$ 36,500	\$ 100,410	\$100,410	\$ 187,534	\$ 100,410	\$ 287,944	
22	Equipment/Furniture	\$ -	\$ 5,931	\$ 47,037	47,037	\$ 5,931	\$ 47,037	\$ 52,968	
23	Licenses/Technology Fees	\$ -	\$ 3,089	\$ 7,299	7,299	\$ 3,089	\$ 7,299	\$ 10,388	
42	Consultants			\$ -		\$ -	\$ -	\$ -	
43	IT Services	\$ 2,390	\$ 5,280	\$ 11,680	\$ 11,680	\$ 7,670	\$ 11,680	\$ 19,350	
44		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
68	TOTAL OPERATING EXPENSES	\$ 201,208	\$ 87,645	\$ 224,647	\$ 224,647	\$ 288,853	\$ 224,647	\$ 513,500	
69									
70	Other Expenses (not subject to indirect cost %)								
71	Hotel Room Expenses	\$ 337,924	\$ 1,134,267	\$ 3,377,000	\$3,377,000	\$ 1,472,191	\$ 3,377,000	\$ 4,849,191	
72	Hotel parking	\$ 80,300	\$ 3,500	\$ -		\$ 83,800	\$ -	\$ 83,800	
73	Direct Client Assistance	\$ 165,000	\$ 47,119	\$ 146,750	\$146,750	\$ 212,119	\$ 146,750	\$ 358,869	
74	Adjustment to actuals	\$ (884,975)		\$ -	\$ -	\$ (884,975)	\$ -	\$ (884,975)	
83									
84	TOTAL OTHER EXPENSES	\$ (301,751)	\$ 1,184,886	\$ 3,523,750	\$ 3,523,750	\$ 883,135	\$ 3,523,750	\$ 4,406,885	
96									
97	HSH #3					Template last modified 7/26/2022			

BUDGET NARRATIVE

Fiscal Year					
Prop C & General Fund - Support		FY24-25			
<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	
Director of Shelter Programs	0.10	\$ 13,648	Supports program oversight to ensure that the program provides the full scope of services and meets service and outcome objective goals. Supports coordination between HSH and hotel management, and providers making or receiving referrals to the program. Support the Program Manager in hiring, training & supervision of staff	\$136,475 annual X .20 FTE X 6 mos = \$13,648	
Program Director	0.50	\$ 51,105	Oversees program to ensure that the program provides the full scope of services and meets service and outcome objective goals. Hire, train & supervise staff. Acts as a liaison and coordinates between HSH and hotel management, and providers making or receiving referrals to the program. Facilitates referrals to the program, collect vital documents and other paperwork needed for eligibility, screening for eligibility, liaison with hotel to coordinate referrals and placement – triaging issues or concerns with hotel management, manage entries and exits, including issuing DOS, provide on-call support. May include on-call hours for weekend & night coverage	\$102,211 annual X 1.0 FTE X 6 mos = \$51,105	
Case Manager (Bilingual)	4.00	\$ 272,844	Provides intensive wraparound case management to families including developing a housing stabilization plan and following up to support progress on achieving those goals through daily to weekly meetings, as needed, Supports connections to Access Points for Family Coordinated Entry so families can access shelter and housing problem resources. Triages issues or concerns with hotel management. May include on-call hours for weekend & night coverage	\$68,211 annual X 8.0 FTE X 6 mos = \$272,844	
After Hours Coordinator (was Coordinator)	1.50	\$ 108,518	Responsible for screening phone calls, schedule & booking hotel rooms for clients after hours, triages issues or concerns with hotel management. May include on-call hours for weekend & night coverage.	\$72,385 annual X 3.0 FTE X 6 mos = \$108,518	
On Call After Hours Coordinator		\$ -			
Assistant Program Director	1.00	\$ 85,860	Assistant Program Director will support the Program Director in program delivery. When on duty, they will coordinate moves between hotels and any other emergencies. They will also support the CMs from Thursday through Sunday.	\$85,860 annual X 2.0 FTE X 6 mos = \$85,860	
TOTAL	7.10	\$ 531,974			
<u>Employee Fringe Benefits</u>		<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 30% of total salaries.</u>			
		\$ 159,592			
Salaries & Benefits Total		\$ 691,567			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 27,500	Office rent space \$1095 per month	\$4583/mo X 6 mos = \$27,500
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 4,054	Telephone & Internet, Gas & electric, water, garbage, security, alarm & safety approx. \$473.17 per month	\$676/mo X 6 mos = \$4,056
Office Supplies, Postage	\$ 1,500	Office supplies and postage, approx. \$474.92/mo	\$250/mo X 6 mos = \$1500
Printing and Reproduction	\$ 1,025	Printing, reproduction & copier/printer leasing. Approx. \$170.83/mo	\$170.83/mo X 6 mos = \$1025

Insurance	\$	4,047	Business & professional liability, auto, and property replacement insurance	\$675/mos X 6 mos = \$4047
Staff Training	\$	1,000	Staff training, hiring, meetings & morale	\$166.67/mo X 6 mos = \$1,000
Staff Travel-(Local & Out of Town)	\$	14,560	Staff travel (local & out of town) approx. \$64.65/FTE/mo	\$2,426.67/mo X 6 mos =\$14,560
Hotel Maintenance & Janitorial Supplies	\$	100,410	Hotel maintenance, janitorial supplies, repair, cleaning, hotel trash removal, etc)	Approx. 3% of hotel costs: \$3,347,000 X 0.03% = \$100,410
Equipment/Furniture	\$	47,037	program furniture, computer/IT equipment	\$1977/FTE X 114.2 FTE X 6 mos = \$13,4,037; Additional \$3000/new hire for computer & equipment \$3000 X 11 FTE = \$33,000
Licenses/Technology Fees	\$	7,299	computer & technology licenses	\$1028/FTE X 14.2 FTE X 6 mos = \$7,299
Consultants	\$	-		
IT Services	\$	11,680	Computer & database support. Allocation based on FTEs and actual time spent on program	\$1947/mo X 12 mos. = \$11,680
	\$	-		
TOTAL OPERATING EXPENSES	\$	224,647		
Indirect Cost	15.0%	\$	137,432	

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Hotel Room Expenses	\$ 3,377,000	hotel room rate: between \$90.00 - \$141.07/night for 130 rooms X 182.5 nights (6 mos). Cost of hotel rooms and other hotel expenses such as parking.	\$141.07/night X 182.5 nights X 130 rooms = \$3,347,000 + 30,000 for additional expenses
Direct Client Assistance	\$ 146,750	direct client assistance: hygiene, food, food vouchers, clipper cards, etc.	approx. \$24,458/mo X 6 mos = \$146,750
TOTAL OTHER EXPENSES	\$ 3,523,750		

	A	B	C	D	E	H	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	APPENDIX B, BUDGET								
3	Document Date	7/1/2024							
4	Contract Term	Begin Date	End Date	Duration (Years)					
5	Current Term	2/1/2023	6/30/2024	2					
6	Amended Term	2/1/2023	12/31/2024	2					
7	Provider Name	Compass Family Services							
8	Program	Urgent Accomodation Voucher							
9	F\$P Contract ID#	1000028113							
10	Action (select)	Amendment							
11	Effective Date	5/1/2024							
12	Budget Name	Work Order - DPH - UAV							
13		Current	New						
14	Term Budget	\$ 529,726	\$ 529,726	20%					
15	Contingency	\$ 27,851	\$ 915,479						
16	Not-To-Exceed	\$ 2,676,346	\$ 8,141,370		Year 1	Year 2	All Years		
17					2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	2/1/2023 - 6/30/2024	2/1/2023 - 12/31/2024	2/1/2023 - 12/31/2024
18					Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New
19	Expenditures								
20	Salaries & Benefits				\$ -	\$ -	\$ -	\$ -	\$ -
21	Operating Expense				\$ -	\$ -	\$ -	\$ -	\$ -
22	Subtotal				\$ -	\$ -	\$ -	\$ -	\$ -
23	Indirect Percentage				0.00%	0.00%			
24	Indirect Cost (Line 22 X Line 23)				\$ -	\$ -	\$ -	\$ -	\$ -
25	Other Expenses (Not subject to indirect %)				\$ 229,726	\$ 300,000	\$ 529,726	\$ -	\$ 529,726
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -
27	Admin Cost (HUD Agreements Only)						\$ -	\$ -	\$ -
28	Total Expenditures				\$ 229,726	\$ 300,000	\$ 529,726	\$ -	\$ 529,726
29									
30	HSH Revenues (select)								
33	Work Order - DPH				\$ 300,000	\$ 300,000	\$ 600,000	\$ -	\$ 600,000
35	Adjustment to Actuals				\$ (70,274)		\$ (70,274)	\$ -	\$ (70,274)
40	Total HSH Revenues				\$ 229,726	\$ 300,000	\$ 529,726	\$ -	\$ 529,726
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -		\$ -
52									
53	Prepared by	Joua Lee-Jagoda							
54	Phone	209-628-8448							
55	Email	jlee-jagoda@compass-sf.org							

	A	B	E	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING					
2	OPERATING DETAIL					
3	Document Date	7/1/2024				
4	Provider Name	Compass Family Services				
5	Program	Urgent Accomodation Voucher				
6	F\$P Contract ID#	1000028113				
7	Budget Name	Work Order - DPH - UAV				
8						
9		Year 1	Year 2	All Years		
10		2/1/2023 - 6/30/2023	7/1/2023 - 6/30/2024	2/1/2023 - 6/30/2024	2/1/2023 - 12/31/2024	2/1/2023 - 12/31/2024
11		Current/Actuals	Current/Actuals	Current/Actuals	Modification	New
12		Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
69	Other Expenses (not subject to indirect cost %)					
70						
71	Hotel Rooms	\$ 300,000	\$ 300,000	\$ 600,000	\$ -	\$ 600,000
72	Actuals Adjustment	\$ (70,274)		\$ (70,274)	\$ -	\$ (70,274)
84	TOTAL OTHER EXPENSES	\$ 229,726	\$ 300,000	\$ 529,726	\$ -	\$ 529,726

Appendix C, Method of Payment

- I. Reimbursement for Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.
- A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
 - B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
 - C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
 - D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

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

- E. Invoicing System:**
- 1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness

and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
 3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- F. Line Item Variance There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- G. Spend Down:
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

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

H. Documentation and Record Keeping:

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

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

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

III. 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 to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month 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 one month of the ongoing annualized budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

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 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 monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding payments.

Appendix D, Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness & Supportive Housing	Behavioral Health Services	March 1, 2020 – June 30, 2026	\$8,284,104
Department of Homelessness & Supportive Housing	Compass Family Shelter	July 1, 2020 – June 30, 2025	\$7,483,014
Department of Homelessness & Supportive Housing	Compass Clara House	July 1, 2019 – June 30, 2024	\$7,530,105
Department of Homelessness & Supportive Housing	SF Home CoC Rapid Rehousing	December 1, 2022 – November 30, 2027	\$5,386,071
Department of Homelessness & Supportive Housing	Homelessness Prevention	July 1, 2021 – June 30, 2025	\$6,511,622
Department of Homelessness & Supportive Housing	Central City Access Point	July 1, 2022 – June 30, 2026	\$5,053,690
Department of Homelessness & Supportive Housing	Flexible Housing Subsidy Pool	October 1, 2022 – June 30, 2026	\$29,151,597
Department of Homelessness & Supportive Housing	Housing Ladder	October 1, 2022 – June 30, 2026	\$13,104,997
Department of Homelessness & Supportive Housing	Urgent Accommodation Voucher	February 1, 2023 – December 31, 2024	\$8,141,370
Department of Homelessness & Supportive Housing	SF HOME – RRH Only	July 1, 2024 – June 30, 2027	\$9,126,274
Department of Early Childhood	ELS Vouchers - Compass Children's Center, Compass Clara House	July 1, 2023 – June 30, 2024	\$ 402,342
Department of Early Childhood	Early Educator Salary Support Grant - Compass Children's Center, Compass Clara House	July 1, 2023 – June 30, 2024	\$ 817,936
Department of Early Childhood	Homeless ECE Case Management	July 1, 2021 – June 30, 2025	\$2,828,000
Mayor's Office of Housing & Community Development	Compass Clara House Capital Project	September 1, 2022 – August 31, 2024	\$187,628
Department of Early Childhood	Compass Family Resource Center (FRC)	July 1, 2023 – June 30, 2024	\$ 392,957



San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 241075

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

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

5. CONTRACTOR	
NAME OF CONTRACTOR Compass Family Services	TELEPHONE NUMBER 415-644-0504
STREET ADDRESS (including City, State and Zip Code) 37 Grove Street, San Francisco, CA 94102	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 241075
DESCRIPTION OF AMOUNT OF CONTRACT \$17,801,570		
NATURE OF THE CONTRACT (Please describe) Resolution approving the second amendment to the grant agreement between Compass Family Services and the Department of Homelessness and Supportive Housing ("HSH") for the provision of the Urgent Accommodation Vouchers Program for Families and Pregnant People (UAV); extending the grant term by 18 months from December 31, 2024, for a total term of February 1, 2023, through June 30, 2026, increasing the agreement amount by \$9,660,200 for a total amount not to exceed \$17,801,570.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Kisch	Erica	CEO
2	Martinez	Rosa	CFO
3	Tait	Adam	Board of Directors
4	Jenkyn	Beth Roy	Board of Directors
5	Kowal	Lauren	Board of Directors
6	Koski	Debbie	Board of Directors
7	Garfinkel	Kimberly	Board of Directors
8	Thornton	Linsey	Board of Directors
9	Goelz	Doug	Board of Directors
10	Garcia Houts	Valerie	Board of Directors
11	Chisholm	Steff	Board of Directors
12	Corvin	Dana	Board of Directors
13	DaSilva	Jennifer	Board of Directors
14	Daoro	Robert	Board of Directors
15	Dinkelspiel	Steven	Board of Directors
16	Giometti	Katie	Board of Directors
17	Goldman	David	Board of Directors
18	Gutierrez	Frank	Board of Directors
19	Fenton Jackson	Christopher	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Marangu	Kimathi	Board of Directors
21	McCarthy	Michael	Board of Directors
22	McClesky	Donnie	Board of Directors
23	Moffet	Tim	Board of Directors
24	Perkins	Kowonda	Board of Directors
25	Thornhill	Lauren	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

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

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

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Gil, Hailey \(HOM\)](#); [Schneider, Dylan \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [Fieber, Jennifer \(BOS\)](#); [Ferrigno, Jennifer \(BOS\)](#)
Subject: Mayor -- Resolution -- Compass Family Services – Temporary Shelter
Date: Tuesday, October 29, 2024 2:35:41 PM
Attachments: [Resolution - Compass UAV - Second Amendment.docx](#)
[Resolution - Compass UAV - Second Amendment - FINAL - Signed.pdf](#)
[Compass - UAV - G-100 - 2.23-6.24 - FINAL.pdf](#)
[Compass Family Services - UAV - Amend 1 - G-150 - 2.23-12.24 - FINAL - DocuSigned.pdf](#)
[Compass Family Services - UAV - Amend 2 - G-150 - 2.23-6.26- FINAL.pdf](#)
[SFEC Form 126f4BOS---Compass UAV.pdf](#)

Hello Clerks,

Attached is a Resolution approving the second amendment to the grant agreement between Compass Family Services and the Department of Homelessness and Supportive Housing (“HSH”) for the Urgent Accommodation Vouchers Program for Families and Pregnant People that provides temporary shelter for families experiencing homelessness; extending the grant term by 18 months from December 31, 2024, for a total term of February 1, 2023, through June 30, 2026, increasing the agreement amount by \$9,660,200 for a total amount not to exceed \$17,801,570; and authorizing HSH to enter into any amendments or other modifications to the second amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the agreement.

Please note, Supervisors Ronen and Melgar are cosponsors of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco