

**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
HOMELESS PRENATAL PROGRAM**

THIS AMENDMENT of the **July 1, 2018** Grant Agreement (the "Agreement") is dated as of **July 1, 2021** and is made in the City and County of San Francisco, State of California, by and between **HOMELESS PRENATAL PROGRAM** ("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, the Agreement was competitively procured as required through Request for Proposals (RFP) #111, issued April 11, 2018 and this modification is consistent therewith; and

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

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

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

(a) Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2018** between Grantee and City.

(b) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

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

2.1 Section 2.2 Certification of Controller; Guaranteed Maximum Costs of the Agreement is hereby deleted and replaced in its entirety to read as follows:

2.2 Certification of the 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.

2.2 Section 2.5 Maximum Costs is hereby added to the Agreement:

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.

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

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

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **July 1, 2018** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2021.**

Grant term can be extended at the sole discretion of the Agency for an additional **two years**, subject to the performance of the contractor and the availability of funding.

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

(a) The term of this Agreement shall commence **July 1, 2018** and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.4 ARTICLE 4 IMPLEMENTATION OF GRANT PLAN of the Agreement is hereby deleted and replaced in its entirety to read as follows:

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring.

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

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

4.3 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.

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

5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed **Two Million Four Hundred Four Thousand Four Hundred Sixty Four Dollars (\$2,404,464)** for the period from **July 1, 2018 to June 30, 2021**, plus any contingent amount authorized by the City and certified as available by the Controller.

Contingent amount: **Two Hundred Forty Thousand Four Hundred Forty Six Dollars (\$240,446)** for the period from **July 1, 2020 to June 30, 2021**, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Two Million Six Hundred Forty Four Thousand Nine Hundred Ten Dollars (\$2,644,910)** for the period from **July 1, 2018 to June 30, 2021**.

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and A-1, Appendix B and defined as eligible expenses in 2 CFR Part 200 Subpart E, Cost Principles, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, 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 Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency 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 Agency.
- (b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by Automated Clearing House (ACH) payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 State or Federal Funds:

- (a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or 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) Single Audit Requirements. Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Thousand Dollars (\$9,900,000)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Seven Hundred Seven Thousand Seven Hundred Sixteen Dollars (\$1,707,716)** 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 Appendices A and A-1, 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).

2.6 Section 6.7 Submitting False Claims; Monetary Penalties of the Agreement 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 as set forth in Appendices A and A-1, 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.

2.7 Section 6.8 Ownership of Results of the Agreement currently reads as follows:

6.8 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.

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

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.

2.8 Section 6.9 Works for Hire of the Agreement is hereby deleted in its entirety.

2.9 Section 7.3 Reserved (Earned Income Credit (EIC) Forms). of the Agreement is hereby deleted and replaced in its entirety with:

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.

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

ARTICLE 10 INSURANCE

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

10.2 Additional Requirements for General and Automobile Coverage.

Commercial General Liability and Commercial Automobile Liability insurance policies shall:

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

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

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

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

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

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

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

10.9 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

2.11 Section 11.1 Events of Default (c) Failure to Comply with Applicable Laws of the Agreement is hereby deleted and replaced by the following:

(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.

2.12 Section 11.2 Termination for Convenience of the Agreement is hereby deleted and replaced with the following:

Section 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.

2.13 Section 11.3 Remedies Upon Event of Default of the Agreement is hereby deleted and replaced with the following:

Section 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.

2.14 ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS of the Agreement is hereby deleted and replaced with the following:

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.

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

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit P.O. Box 427400 San Francisco, CA 94142-7400 hshcontracts@sfgov.org
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If to Grantee:	Homeless Prenatal Program 2500 18th Street San Francisco, CA 94110 Attn: Martha Ryan Homeless Prenatal Program martharyan@homelessprenatal.org
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Any notice of default must be sent by registered mail.

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

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

2.16 ARTICLE 16 COMPLIANCE of the Agreement is hereby deleted and replaced by the following:

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 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against 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, section 2406. (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 each client intake/assessment in the Online Navigation and Entry (ONE) System, or 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 (HIPAA), 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).

16.23 Reserved. (Additional Requirements for Federally-Funded Awards).

2.17 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
- Appendix A-1, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees

2.18 Section 17.10 Survival of Terms of the Agreement is hereby deleted and replaced with the following:

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.

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

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.

2.20 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 Appendices A and A-1, Services to be Provided. Any services provided beyond those listed in Appendices A and A-1, Services to be Provided must be approved by the Department.

2.21 Section 17.15 MacBride Principles-Northern Ireland is hereby added to this Agreement.

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.

- 2.22 **Appendix A, Services to be Provided**, of the Agreement is hereby re-attached as **Appendix A, Services to be Provided** and supplemented through the addition of **Appendix A-1, Services to be Provided** (dated July 1, 2021), for the period of July 1, 2021 to June 30, 2023.
- 2.23 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget**, (dated July 1, 2021), for the period of July 1, 2018 to June 30, 2023.
- 2.24 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment**.
- 2.25 **Appendix D, Interest 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, 2021), for the period of July 1, 2018 to June 30, 2023.
- 2.26 **Appendix E, Permitted Subgrantees**, of the Agreement is hereby re-attached as **Appendix E, Permitted Subgrantees**.
- 2.27 **Appendix F, Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors** of the Agreement is hereby deleted from the Agreement.

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

HOMELESS PRENATAL PROGRAM

DocuSigned by:
By: Shirén McSpadden
Shirén McSpadden
Executive Director

DocuSigned by:
By: Martha Ryan
Martha Ryan
Executive Director
City Supplier Number: 45703

Approved as to Form:

DocuSigned by:
By: Virginia Dario Elizondo
Virginia Dario Elizondo
Deputy City Attorney

Appendix A: Services to be Provided
by
Homeless Prenatal Program
Homeless Prevention
July 1, 2018 to June 30, 2021

I. Purpose of Grant

The purpose of the grant is to provide one-time Homelessness Prevention Assistance to households who are experiencing homelessness and/or who are at imminent risk of housing loss.

The goal of these flexible and short-to-medium term intervention services is to ensure that the Homelessness Response System can meet the needs of those households who do not need the long-term or permanent housing subsidies available to effectively end their homelessness.

II. Target Population

Grantee shall serve participants who are at or below 50 percent Area Median Income (AMI) for both program components.

Homelessness Prevention Assistance

Grantee shall provide Homelessness Prevention Assistance to San Francisco households who have very recently experienced housing loss or are at imminent risk of housing loss that can reasonably be expected to lead to an episode of homelessness (i.e. becoming unsheltered or entering an emergency shelter). This may include San Francisco residents:

1. At imminent risk of homelessness who need assistance to maintain their housing, such as help with back rent, legal services, legal representation, participant education, tenant counseling and advocacy, and/or landlord negotiation services; and/or
2. Who have recently been forced to leave a housing situation to which they could return immediately if provided rental assistance, legal representation and/or landlord negotiation services; and/or
3. Experiencing homelessness or residing in supportive housing who have received a Housing Choice Voucher (HCV) through the Family Unification Program (FUP), the HSH Moving On Initiative (MOI) and need a security deposit to utilize the voucher.
4. Who are homeless and/or at risk of homelessness, and in need of assistance in order to secure or maintain housing, including move-in assistance (security deposit and first month's rent), short-term subsidy assistance, and/or barrier to housing assistance (past-due rent, utility bill, etc.)

In addition to the above, in order to be eligible for Homelessness Prevention Assistance, households must provide proof of San Francisco residency and tenancy, and of the amount of rent and/or security deposit owed. Households may self-refer for Homelessness Prevention Assistance. Under this Agreement, households that meet the eligibility criteria may also be referred by Coordinated Entry Access Points. Grantee shall screen all households using HSH-provided criteria and tools, in order to target households most likely to enter the Homelessness Response System without the prevention assistance.

Homelessness Prevention Assistance is intended as a one-time intervention. Grantee may only offer households assistance more than once in three years under extenuating circumstances as defined by HSH, regardless of the Homelessness Prevention Assistance provider. The ONE System shall allow all Homelessness Prevention Assistance providers to see the household's history of assistance in order to determine if the assistance may be provided, or if the household should be referred to a more appropriate service (i.e. a Coordinated Entry Access Point) or additional services (i.e. extended Housing Focused Case Management or representative payee).

Grantee shall exit a household from the program when Housing Stability Plan goals are achieved. A household may return to the program for further Housing-Focused Case Management should the need arise for further support.

III. Description of Services

Grantee shall provide Homelessness Prevention services during the term of this grant.

Homelessness Prevention Assistance

Grantee shall provide Homelessness Prevention Assistance to a minimum of 200 households per year.

A. Problem Solving:

Grantee shall offer all households referred to the Homelessness Prevention Assistance with a Problem Solving conversation before assistance is provided. Grantee may offer up to \$3,500 to a household without prior HSH approval. Grantee may request additional funds from the HSH Problem Solving Program Manager, per established protocols for exceptions to the maximum assistance.

Grantee may offer Homelessness Prevention Assistance to households who do not currently have physical custody of their child(ren), if documentation from Child Protective Services (CPS) verifies that obtaining or maintaining housing is the only barrier to reunification, and that reunification shall occur within 60 days after the assistance is received.

B. Housing Stability Plan

If Grantee becomes aware that a household will not sustain housing after receiving assistance, Grantee shall establish a Housing Stability Plan, which includes budgeting and money management education and assistance. Additionally, based on the needs of the household, Grantee shall provide any of the following interventions:

1. Development of a Housing Stability Plan, which includes both housing and service needs as they relate to gaining or retaining housing;
2. Referrals to services, such as, but not limited to health care, mental health, domestic violence, substance abuse, counseling, benefits/entitlements and/or initiation of contact with the employment specialist or social worker, as appropriate, for households identified as CalWORKs participants, and/or

CalWORKs eligible, in order to ensure coordination of services and promote cooperation with the CalWORKs plan; and

3. Follow-up services for households who have received rental assistance, including budgeting and money management assistance, and appropriate referrals.

C. Housing Focused Case Management:

Grantee shall provide Housing-Focused Case Management services to the extent that they are directly related to helping participants sustain housing and prevent an entry into homelessness. Participation in case management is not a requirement to receive assistance.

D. Rental Assistance to Prevent Homelessness:

Grantee shall provide households with rental assistance grants to pay back rent and prevent their homelessness, and/or with move-in assistance to end homelessness. Grantee shall ensure the ongoing rental situation is sustainable after the prevention assistance. Participant rent may not exceed 80 percent of monthly income. However, when a household's rent exceeds 50 percent of income, Grantee shall ensure that residual income after rent is adequate to cover the household's non-housing needs before providing assistance, assess whether another intervention is indicated, or determine whether the household should be referred to additional services.

Grantee shall pay assistance directly to the owner/landlord and not the participant. Grantee shall collect and maintain proof of ownership from the private owners/landlords.

Grantee shall encourage participants to pay a portion of the back rent owed, based on their income and ability to pay. However, Grantee shall not penalize participants for failing to pay back the assistance.

Grantee shall encourage participants to pay back the rental assistance, so that the participant may access the fund again in the future and so that the program can assist more participants. However, Grantee shall not penalize participants for to pay back the assistance and shall not charge interest.

E. Short Term Subsidies

Grantee shall provide Short Term Subsidies to households in need of last minute funds to secure their housing and prevent homelessness. Screening of the household will take place to determine eligibility under the following qualifying eligible scenarios:

- Maternity/Paternity leave, with job or income to return to within three months
- Job Relocation or New job offer
- Unemployment/ Waiting for benefits to start
- Medical crisis

- Other (with written explanation)

IV. Location and Time of Services

Grantee shall provide Homeless Prevention Assistance services at 2500 18th Street, San Francisco, CA 94110, Monday through Friday from 9:00 am to 5:00 pm.

V. Service Requirements

- A. Grantee shall verify income after receipt of referral from the Access Point to ensure eligibility, and recertify eligibility at least every three months.
- B. In determining eligibility for rental assistance, Grantee shall take into account an applicant's total household income and expenses.
- C. Admission Policy: Admission policies for the 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 clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identity, disability, or HIV status.
- D. Grievance Procedure: Grantee agrees to establish and maintain a written Client Grievance Procedure 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; and
 3. The right of a client dissatisfied with the decision to ask for a review and recommendation from upper level management who have purview over the aggrieved service within the agency. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director HSH or his/her designated agent (hereinafter referred to as "Director"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.
- E. Critical Incident Reports: Grantee shall submit prompt written reports to HSH within 24 hours of becoming aware of any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call Program Manager within two hours of becoming aware of any death.
- F. Grantee shall attend meetings as requested by HSH.

G. Annual Client Survey: Grantee shall utilize a written survey of participants at least once a year to gather feedback and assess the awareness of participants regarding the services and systems within the program.

VI. Service Objectives

Grantee shall achieve the following Homelessness Prevention Assistance objectives:

- A. Grantee shall provide homelessness prevention assistance to a minimum of 200 households per year
- B. Grantee shall refer 100 percent of clients not eligible for homelessness prevention assistance to an Access Point or other type of assistance
- C. Grantee shall conduct an exit survey with 80 percent of households who exit the program at three, and twelve months to determine their housing status
- D. Grantee shall administer an annual Client Satisfaction survey to 100 percent of households that are active in the program

VII. Outcome Objectives

- A. During the first quarter of fiscal year (FY) 18-19, Grantee shall participate in an input session for future data collection and to set Outcome Objectives for Homelessness Prevention Assistance

VIII. Reporting Requirements

- A. During the first six months of the grant term, Grantee shall be required to collect data using both the ONE system and using an excel template provided by HSH. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
 - 1. **ONE System.** The grantee shall receive training on how to use the ONE system and shall be expected to enter client information into the system in a timely manner. Providers shall be responsible for maintaining accurate and complete client level records in the ONE System. The records shall be expected to meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>
 - 2. **Excel Reporting.** For the first six months of the grant term, Grantee shall report Rapid Rehousing and Homelessness Prevention Assistance data to HSH via secure email of an excel template. HSH shall provide grantees with a data collection template and an explanation of the required fields. Data for each month shall be due by the 15th of the following month.

- B. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will submit monthly metrics by the 15th of the following month.
- C. Grantee shall provide an annual report summarizing the grant activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report will also include accomplishments and challenges encountered by the Grantee.
- D. Grantee shall provide Ad Hoc reports as required by the Department.
- E. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

For assistance with reporting requirements or submission of reports, contact the assigned Contract or Program Manager, as listed in CARBON.

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- 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 Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**Appendix A-1 Services to be Provided
by
Homeless Prenatal Program
Homelessness Prevention Assistance
July 1, 2021 to June 30, 2023**

I. Purpose of Grant

The purpose of the grant is to provide targeted Homelessness Prevention Assistance to the served population. The goal of this intervention is to ensure that the Homelessness Response System (HRS) can identify and assist these households and provide services to prevent or quickly end their homelessness.

II. Served Population

Grantee shall serve households who are at the highest risk of becoming homeless, as defined by HSH's vulnerability assessment questionnaire.¹

Grantee shall serve households who are experiencing homelessness, as defined by the San Francisco Department of Homelessness and Supportive Housing (HSH) definitions.²

III. Referral and Prioritization

Households may self-refer for targeted Homelessness Prevention Assistance. Households may also be referred by HSH Coordinated Entry Access Points.

Grantee shall determine eligibility for all Homelessness Prevention Assistance services by verifying that the household meets the criteria for services. Grantee shall utilize HSH-provided vulnerability assessment questionnaire to assess households seeking services for those most likely to enter the HRS.

Participation in targeted Homelessness Prevention Assistance services is voluntary. Households may elect to end services at any point in the process.

IV. Description of Services

Grantee shall provide the following services:

A. Problem Solving Conversation:

Grantee shall offer a Problem Solving conversation before assistance is provided. The foundation of Problem Solving is a creative and exploratory conversation focused on helping households explore and identify safe housing options available outside of the HRS. This strength-based intervention identifies creative solutions to prevent or quickly resolve homelessness, including exploring the household's strengths and support network. Problem Solving can offer a range of flexible, financial, and non-financial assistance to support a housing resolution.

¹ HSH's vulnerability assessment questionnaire prioritizes households who are at the highest risk of becoming homeless by identifying vulnerability factors that are tied to homelessness based on available best practices and research. The vulnerability assessment questionnaire is embedded in the "Homelessness Prevention Platform".

² See the San Francisco Homelessness Response System Homeless Populations document for definitions: <https://hsh.sfgov.org/wp-content/uploads/2020/05/HSH-Definitions-Populations-San-Francisco-Connection-and-Homeless-Status.pdf>

B. Homelessness Prevention Platform (HPP):

Grantee shall utilize the HPP, a web-based end-to-end platform, to screen and identify households at high risk of homelessness and to deliver services. HPP includes a multi-lingual online application and extensive back-office capabilities, including an embedded household vulnerability assessment questionnaire, inter-provider communication/client coordination tool, performance reporting, and programmatic and financial workflow controls.

C. Flexible Financial Assistance:

Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate flexible financial assistance. Grantee shall issue flexible financial assistance to eligible households in accordance to the guidelines and procedures delineated in the HSH Homelessness Prevention Guide.

1. Grantee shall issue flexible financial assistance in line with the following listed in the Guide:
 - i. Allowable expenditure categories
 - ii. Allowable payment types
 - iii. Allowable limits/frequency
 - iv. Allowable and required documentation
2. Grantee shall issue flexible financial assistance within five business days from application approval and in accordance to the HSH Homelessness Prevention Guide.

C. Housing-Focused Case Management:

Grantee shall arrange, coordinate, monitor and/or deliver any services that will ensure housing stability and prevent entry into homelessness. Participation in case management is not a requirement to receive flexible financial assistance. Receipt of, or eligibility for, flexible financial assistance is not a prerequisite to receiving housing focused case-management services. Housing-focused case management services include but are not limited to:

1. Developing and implementing a Housing Stability Plan in collaboration with the household. Service goals identified in the plan should be directly connected to housing stability or other challenges that might impact housing stability;
2. Budgeting and money management assistance and/or connection to related services that support housing stabilization; and
3. Referrals and linkages to community resources like legal services, mediation, public benefits, behavioral health services, health care, domestic violence advocacy/support, substance use treatment, and/or others, as appropriate.

V. Location and Time of Services

Grantee shall provide services at 2500 18th Street, San Francisco, CA, Monday through Friday from 9:00 a.m. to 5:00 p.m., with the exception of holidays. Services may be provided at additional times and locations, as needed.

VI. Service Requirements

- A. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services and tenants who primarily speak language(s) other than English.
- 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. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request services; and
 2. A written annual survey, which shall be offered to the served population to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- D. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
 2. Attendance of HSH meetings, as requested; and
 3. Attendance of trainings, as requested.
- E. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- F. Public Health Emergency: Grantee shall follow the orders and guidance of the City and County of San Francisco's issuing Department related to a disaster and emergency response event, defined as public emergency affecting life, health, or property. This may include, but is not limited to, altering the method of service delivery on a temporary basis to protect the health and safety of Grantee staff and the served population.
- G. Data Standards:
1. Records entered into the (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:

<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.

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. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
3. All grantees, subgrantees, and their employees and agents shall comply with the confidentiality and data security requirements of all federal, state and local privacy and data management laws and regulations, including, but not limited to, 24 C.F.R. Part 578 (Continuum of Care); 45 C.F.R. Parts 160 and 164 (Health Insurance Portability and Accountability Act “HIPAA”); 28 CFR §90.4 (Violence Against Women Act); 28 CFR §94.115 (Victim of Crimes Act); California Civil Code §§ 1798 - 1798.78 (Information Practices Act of 1977); §§1798.85 - 1798.89 (Confidentiality of Social Security Numbers); §§1798.79.8 - 1798.79.95 (Domestic Violence, Sexual Assault, and Stalking: Personal Information); California Welfare & Institutions Code §10850; disclosure of confidential information regarding the criminal justice system and child protective services records; and related and successor provisions.

H. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy files with eligibility, including, but not limited to, homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

I. Homelessness Prevention Platform: Grantee shall enter into a “User Participation, Data Sharing and Confidentiality Agreement” with Bay Area Community Services (BACS) for access to the “Homelessness Prevention Platform” (HPP) and must remain in compliance with BACS Agreement terms in order to have continued access and use of the HPP.

J. Vulnerability Assessment: Grantee shall use HSH’s vulnerability assessment questionnaire to determine eligibility and assess households seeking targeted Homelessness Prevention Assistance services. The vulnerability assessment questionnaire is subject to ongoing system analysis that will be used to evaluate outcomes and guide necessary changes in assessment criteria.

K. Regional Homelessness Prevention Network: Grantee shall contribute to efforts in the ongoing development, implementation and evaluation process of a Regional Homelessness Prevention Network that seeks to advance a coordinated regional

strategy to homelessness prevention and includes a focus on best practices and evidence-based programming.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives shall be calculated at a household. All service objectives will be monitored by gathering ONE system data, data in other web-based portals and platforms, and/or by sampling participant files during annual program monitoring visits:

- A. Grantee shall have an initial Problem Solving conversation with 100 percent of households seeking services.
- B. Grantee shall complete a vulnerability assessment with a minimum of 230 households.
- C. Grantee shall provide targeted Homelessness Prevention Assistance to a minimum of 180 households.
- D. Grantee shall refer 100 percent of households not eligible for targeted Homelessness Prevention Assistance to an Access Point or other type of financial or housing assistance, as appropriate.
- E. Grantee shall refer and connect 100 percent of households in need of mediation or legal services and advocacy to relevant services, as appropriate.
- F. Grantee shall issue 100 percent of Flexible Financial Assistance within five business days from application approval and in accordance to the HSH Homelessness Prevention Guide.
- G. Grantee shall provide Housing Focused Case Management to 100 percent of eligible and interested households.
- H. Grantee shall complete a Housing Stability plan, including a basic household budget, for 100 percent of households receiving Housing Focused Case Management services.

VIII. Outcome Objectives

Grantee shall achieve the following annual outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level. All outcome objectives will be monitored by gathering ONE system data, data in other web-based portals, and/or by sampling participant files during annual program monitoring visits:

- A. 65 percent of households remain stably housed from program enrollment to program exit;

- B. 75 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System 6 months after assistance ends;
- C. 60 percent of households who received targeted Homelessness Prevention Assistance did not access services from the Homelessness Response System 12 months after assistance ends;
- D. At least 30 percent of households who received Housing Focused Case Management will increase their monthly income (earned and/or unearned income) from program enrollment to program exit; and
- E. At least 65 percent of households who received Housing Focused Case Management will have a successful connection to one or more community resources like legal services, mediation, public benefits, and/or behavioral health services from program enrollment to program exit.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, including but not limited to the ONE system and CARBON.
- B. Grantee shall provide a quarterly and 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 required metrics in the CARBON database by the 15th of the month following the end of the quarter and end of the year, respectively.
- C. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department 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, at any time, such as, but not limited to, review of the following, served population files,

Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may 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 may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts, and Memorandum of Understanding (MOU), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	N	O	P	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2021		Duration									
4	Contract Term	Begin Date	End Date	(Years)									
5	Current Term	7/1/2018	6/30/2021	3									
6	Amended Term	7/1/2018	6/30/2023	5									
7	Provider Name	Homeless Prenatal Program											
8	Program	Homelessness Prevention											
9	FSP Contract ID#	1000012859											
10	Action (select)	Amendment											
11	Effective Date	7/1/2021											
12	Budget Names	General Fund, Prop C - Prevention											
13		Current	New										
14	Term Budget	\$ 2,541,218	\$ 8,192,284										
15	Contingency	\$ 7,358,782	\$ 1,707,716	20%									
16	Not-To-Exceed	\$ 9,900,000	\$ 9,900,000										
					EXTENSION YEAR			EXTENSION YEAR			All Years		
					Year 4			Year 5					
		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2021	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023			
		Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures												
20	Salaries & Benefits	\$ -	\$ 889,695	\$ 889,695	\$ -	\$ 903,887	\$ 903,887	\$ -	\$ 1,793,582	\$ 1,793,582			
21	Operating Expense	\$ -	\$ 45,344	\$ 45,344	\$ -	\$ 33,800	\$ 33,800	\$ -	\$ 79,144	\$ 79,144			
22	Subtotal	\$ -	\$ 935,039	\$ 935,039	\$ -	\$ 937,687	\$ 937,687	\$ -	\$ 1,872,726	\$ 1,872,726			
23	Indirect Percentage												
24	Indirect Cost (Line 21 X Line 22)	\$ -	\$ 140,255	\$ 140,255	\$ -	\$ 140,653	\$ 140,653	\$ -	\$ 280,908	\$ 280,908			
25	Other Expenses (Not subject to indirect %)	\$ -	\$ 1,750,239	\$ 1,750,239	\$ -	\$ 1,747,193	\$ 1,747,193	\$ -	\$ 3,497,432	\$ 3,497,432			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ -	\$ 2,825,533	\$ 2,825,533	\$ -	\$ 2,825,533	\$ 2,825,533	\$ 2,541,218	\$ 5,651,066	\$ 8,192,284			
29													
30	SHS Revenues (select)												
31	General Fund - Ongoing	\$ -	\$ 825,533	\$ 825,533	\$ -	\$ 825,533	\$ 825,533	\$ 2,428,509	\$ 1,651,066	\$ 4,079,575			
32	General Fund - CODB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,045	\$ -	\$ 24,045			
33	General Fund - One-time CODB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,898	\$ -	\$ 63,898			
34	Prop C - One-Time Bonus Pay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,766	\$ -	\$ 24,766			
35	Prop C	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 4,000,000	\$ 4,000,000			
36		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
37		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
38		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
39		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total SHS Revenues	\$ -	\$ 2,825,533	\$ 2,825,533	\$ -	\$ 2,825,533	\$ 2,825,533	\$ 2,541,218	\$ 5,651,066	\$ 8,192,284			
41	Other Revenues (to offset Total Expenditures & Reduce SHS Revenues)												
42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
46		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48													
49	Total SHS + Other Revenues	\$ -	\$ 2,825,533	\$ 2,825,533	\$ -	\$ 2,825,533	\$ 2,825,533	\$ 2,541,218	\$ 5,651,066	\$ 8,192,284			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52	Total Adjusted Salary FTE (All Budgets)				11.45				11.29				
53													
54	Prepared by	Rachael Hoke McNamara											
55	Phone	628.652.7766											
56	Email	Rachael.Hoke@McNamara.com											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																					
2	APPENDIX B, BUDGET																					
3	Document Date	7/1/2021																				
4	Contract Term	Begin Date	End Date	Duration (Years)																		
5	Current Term	7/1/2018	6/30/2021	3																		
6	Amended Term	7/1/2018	6/30/2023	5																		
7	Provider Name	Homeless Prenatal Program																				
8	Program	Homelessness Prevention																				
9	FSP Contract ID#	1000012859																				
10	Action (select)	Amendment																				
11	Effective Date	7/1/2021																				
12	Budget Name	General Fund																				
13		Current	New																			
14	Term Budget	\$ 2,541,218	\$ 4,192,284																			
15	Contingency	\$ 7,358,782	\$ 1,707,716	20%																		
16	Not-To-Exceed	\$ 9,900,000	\$ 9,900,000																			
					Year 1			Year 2			Year 3			Year 4			Year 5			All Years		
		7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2021	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023			
		Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Actuals	Amendment	Actuals
19	Expenditures																					
20	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Indirect Percentage																					
24	Indirect Cost (Line 21 X Line 22)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total Expenditures	\$ 801,488	\$ -	\$ 801,488	\$ 825,533	\$ -	\$ 825,533	\$ 914,197	\$ -	\$ 914,197	\$ -	\$ 825,533	\$ 825,533	\$ -	\$ 825,533	\$ 825,533	\$ 2,541,218	\$ 1,651,066	\$ 4,192,284	\$ -	\$ -	\$ -
30	HSH Revenues (select)																					
31	General Fund - Ongoing	\$ 801,488		\$ 801,488	\$ 801,488		\$ 801,488	\$ 825,533		\$ 825,533		\$ 825,533	\$ 825,533		\$ 825,533	\$ 825,533	\$ 2,428,509	\$ 1,651,066	\$ 4,079,575	\$ -	\$ -	\$ -
32	General Fund - CODB			\$ 24,045			\$ 24,045										\$ 24,045		\$ 24,045			\$ 24,045
33	General Fund - One-time CODB						\$ 63,898						\$ 63,898				\$ 63,898		\$ 63,898			\$ 63,898
34	Prop C - One-Time Bonus Pay						\$ 24,766						\$ 24,766				\$ 24,766		\$ 24,766			\$ 24,766
35																						
36																						
37																						
38																						
39																						
40	Total HSH Revenues	\$ 801,488	\$ -	\$ 801,488	\$ 825,533	\$ -	\$ 825,533	\$ 914,197	\$ -	\$ 914,197	\$ -	\$ 825,533	\$ 825,533	\$ -	\$ 825,533	\$ 825,533	\$ 2,541,218	\$ 1,651,066	\$ 4,192,284	\$ -	\$ -	\$ -
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																					
42																						
43																						
44																						
45																						
46																						
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48																						
49	Total HSH + Other Revenues	\$ 801,488	\$ -	\$ 801,488	\$ 825,533	\$ -	\$ 825,533	\$ 914,197	\$ -	\$ 914,197	\$ -	\$ 825,533	\$ 825,533	\$ -	\$ 825,533	\$ 825,533	\$ 2,541,218	\$ 1,651,066	\$ 4,192,284	\$ -	\$ -	\$ -
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52	Prepared by	Rachael Hoke McNamara																				
54	Phone	628.652.7766																				
55	Email	Rachael.Hoke@McNamara																				

	A	K	L	M	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date									
4	Provider Name									
5	Program									
6	FSP Contract ID#									
7	Budget Name									
8		EXTENSION YEAR			EXTENSION YEAR					
9		Year 4			Year 5			All Years		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2021	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023
11		Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Actuals	Modification	Actuals
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
19	Staff Training	\$ 3,000	\$ 3,000	\$ 3,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	\$ 7,000	\$ 7,000
20	Staff Travel-Local & Out of Town	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 2,000	\$ 2,000
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Mennonite Intern	\$ 16,800	\$ 16,800	\$ 16,800	\$ -	\$ -	\$ -	\$ -	\$ 16,800	\$ 16,800
53		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ -	\$ 20,800	\$ 20,800	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 25,800	\$ 25,800
69										
70	Other Expenses (not subject to indirect cost %)									
71	Rental Assistance and Shelter Diversion	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ -	\$ 650,000	\$ 650,000
72	Client Beds & Homegoods	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ -	\$ 70,000	\$ 70,000
73	Client Emergency	\$ 16,092	\$ 16,092	\$ 16,092	\$ 15,390	\$ 15,390	\$ 15,390	\$ -	\$ 31,482	\$ 31,482
74		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83										
84	TOTAL OTHER EXPENSES	\$ -	\$ 376,092	\$ 376,092	\$ -	\$ 375,390	\$ 375,390	\$ -	\$ 751,482	\$ 751,482
85										
86	Capital Expenses									
87		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	HS# #3							Template last modified	6/22/2021	

	A	B	C	D	N	O	P	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2021		Duration (Years)									
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	7/1/2018	6/30/2021	3									
6	Amended Term	7/1/2018	6/30/2023	5									
7	Provider Name	Homeless Prenatal Program											
8	Program	Homelessness Prevention											
9	FSP Contract ID#	1000012859											
10	Action (select)	Amendment											
11	Effective Date	7/1/2021											
12	Budget Name	Prop C - Prevention											
13		Current	New										
14	Term Budget	\$ -	\$ 4,000,000										
15	Contingency	\$ 7,358,782	\$ 1,707,716	20%									
16	Not-To-Exceed	\$ 9,900,000	\$ 9,900,000										
					EXTENSION YEAR			EXTENSION YEAR			All Years		
					Year 4			Year 5					
17		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2021	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023			
18		Current	Amendment	New	Current	Amendment	New	Current	Amendment	New			
19	Expenditures												
20	Salaries & Benefits	\$ -	\$ 519,677	\$ 519,677	\$ -	\$ 517,458	\$ 517,458	\$ -	\$ 1,037,135	\$ 1,037,135			
21	Operating Expense	\$ -	\$ 24,544	\$ 24,544	\$ -	\$ 28,800	\$ 28,800	\$ -	\$ 53,344	\$ 53,344			
22	Subtotal	\$ -	\$ 544,221	\$ 544,221	\$ -	\$ 546,258	\$ 546,258	\$ -	\$ 1,090,479	\$ 1,090,479			
23	Indirect Percentage	15.00%			15.00%			15.00%					
24	Indirect Cost (Line 21 X Line 22)	\$ -	\$ 81,632	\$ 81,632	\$ -	\$ 81,939	\$ 81,939	\$ -	\$ 163,571	\$ 163,571			
25	Other Expenses (Not subject to indirect %)	\$ -	\$ 1,374,147	\$ 1,374,147	\$ -	\$ 1,371,803	\$ 1,371,803	\$ -	\$ 2,745,950	\$ 2,745,950			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 4,000,000	\$ 4,000,000			
29													
30	SHS Revenues (select)												
31	General Fund - Ongoing		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
32	General Fund - CODB		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
33	General Fund - One-time CODB		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
34	Prop C - One-Time Bonus Pay		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
35	Prop C		\$ 2,000,000	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000		\$ 4,000,000	\$ 4,000,000			
36			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
37			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
38			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
39			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
40	Total SHS Revenues	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 4,000,000	\$ 4,000,000			
41	Other Revenues (to offset Total Expenditures & Reduce SHS Revenues)												
42			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
43			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
44			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
45			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
46			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48													
49	Total SHS + Other Revenues	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 4,000,000	\$ 4,000,000			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52													
53	Prepared by	Rachael Hoke McNamara											
54	Phone	628.652.7766											
55	Email	Rachael.Hoke@mcnamara.com											

	A	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	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		EXTENSION YEAR									EXTENSION YEAR						All Years			
9	POSITION TITLE	Agency Totals				For HSH Funded Program			Agency Totals				For HSH Funded Program			All Years				
10		Annual Full Time Salary (for 1.00 FTE)		Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	7/1/2021 - 6/30/2022 Current	7/1/2021 - 6/30/2022 Amendment	7/1/2021 - 6/30/2022 New	Annual Full Time Salary (for 1.00 FTE)		Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	7/1/2022 - 6/30/2023 Current	7/1/2022 - 6/30/2023 Amendment	7/1/2022 - 6/30/2023 New	7/1/2018 - 6/30/2021 Current	7/1/2018 - 6/30/2023 Modification	7/1/2018 - 6/30/2023 New
11		Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Housing Associate	\$ 52,500	1.00	100%	1.00	\$ 53,812	\$ 53,812	\$ 53,812	\$ 55,125	1.00	100%	1.00	\$ 55,125	\$ 55,125	\$ 55,125	\$ -	\$ 108,937	\$ 108,937	\$ 108,937	
13	Housing Associate	\$ 52,500	1.00	100%	1.00	\$ 53,812	\$ 53,812	\$ 53,812	\$ 55,125	1.00	100%	1.00	\$ 55,125	\$ 55,125	\$ 55,125	\$ -	\$ 108,937	\$ 108,937	\$ 108,937	
14	Evaluation & Implementation Manager	\$ 81,862	1.00	20%	0.20	\$ 16,372	\$ 16,372	\$ 16,372	\$ 85,955	1.00	12%	0.12	\$ 10,315	\$ 10,315	\$ 10,315	\$ -	\$ 26,687	\$ 26,687	\$ 26,687	
15	Accounting Associate	\$ 76,818	1.00	25%	0.25	\$ 19,684	\$ 19,684	\$ 19,684	\$ 80,658	1.00	15%	0.15	\$ 12,099	\$ 12,099	\$ 12,099	\$ -	\$ 31,783	\$ 31,783	\$ 31,783	
16	Director of Housing and Partnerships	\$ 122,570	1.00	20%	0.20	\$ 24,514	\$ 24,514	\$ 24,514	\$ 128,699	1.00	10%	0.10	\$ 12,870	\$ 12,870	\$ 12,870	\$ -	\$ 37,384	\$ 37,384	\$ 37,384	
17	Deputy Director	\$ 144,200	1.00	10%	0.10	\$ 14,420	\$ 14,420	\$ 14,420	\$ 155,000	1.00	8%	0.08	\$ 12,400	\$ 12,400	\$ 12,400	\$ -	\$ 26,820	\$ 26,820	\$ 26,820	
18	Client Services Case Manager	\$ 53,812	2.00	200%	2.00	\$ 110,315	\$ 110,315	\$ 110,315	\$ 56,503	2.00	200%	2.00	\$ 113,006	\$ 113,006	\$ 113,006	\$ -	\$ 223,321	\$ 223,321	\$ 223,321	
19	Housing Services Program Director	\$ -				\$ -	\$ -	\$ -	\$ 81,112	1.00	15%	0.15	\$ 12,167	\$ 12,167	\$ 12,167	\$ -	\$ 12,167	\$ 12,167	\$ 12,167	
20	Housing Associate - Bilingual	\$ 52,500	1.00	100%	1.00	\$ 53,812	\$ 53,812	\$ 53,812	\$ 55,125	1.00	100%	1.00	\$ 55,125	\$ 55,125	\$ 55,125	\$ -	\$ 108,937	\$ 108,937	\$ 108,937	
21	Assistant Housing Prevention Program Manager	\$ 69,000	1.00	100%	1.00	\$ 69,000	\$ 69,000	\$ 69,000	\$ 72,450	1.00	100%	1.00	\$ 72,450	\$ 72,450	\$ 72,450	\$ -	\$ 141,450	\$ 141,450	\$ 141,450	
54						\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
55		TOTAL SALARIES				\$ -	\$ 415,741	\$ 415,741	TOTAL SALARIES				\$ -	\$ 410,681	\$ 410,681	\$ -	\$ 826,422	\$ 826,422	\$ 826,422	
56		TOTAL FTE				6.75	TOTAL FTE				6.60	TOTAL FTE				6.60				
57		FRINGE BENEFIT RATE				25.00%	FRINGE BENEFIT RATE				25.00%	FRINGE BENEFIT RATE				26.00%				
58		EMPLOYEE FRINGE BENEFITS				\$ -	\$ 103,935	\$ 103,935	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 106,777	\$ 106,777	\$ -	\$ 210,712	\$ 210,712	\$ 210,712	
59		TOTAL SALARIES & BENEFITS				\$ -	\$ 519,677	\$ 519,677	TOTAL SALARIES & BENEFITS				\$ -	\$ 517,458	\$ 517,458	\$ -	\$ 1,037,135	\$ 1,037,135	\$ 1,037,135	
60																				
61																				
62																				

	A	K	L	M	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date									
4	Provider Name									
5	Program									
6	FSP Contract ID#									
7	Budget Name									
8										
9	EXTENSION YEAR			EXTENSION YEAR						
10	Year 4			Year 5			All Years			
11	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2021	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023	
12	Operating Expenses	Current	Amendment	New	Budgeted Expense	Change	Budgeted Expense	Change	Budgeted Expense	
19	Staff Training	\$ 5,364	\$ 5,364	\$ 5,364	\$ 4,000	\$ 4,000	\$ -	\$ 9,364	\$ 9,364	
20	Staff Travel-Local & Out of Town	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ 3,000	\$ 3,000	
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	Data Licenses	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 12,000	\$ 12,000	
23	Computer & Monitor	\$ 6,680	\$ 6,680	\$ 6,680	\$ -	\$ -	\$ -	\$ 6,680	\$ 6,680	
24	Desks & Chairs	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43	Mennonite Intern	\$ -	\$ -	\$ -	\$ 17,300	\$ 17,300	\$ -	\$ 17,300	\$ 17,300	
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
66		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
67										
68	TOTAL OPERATING EXPENSES	\$ -	\$ 24,544	\$ 24,544	\$ 28,800	\$ 28,800	\$ -	\$ 53,344	\$ 53,344	
69										
70	Other Expenses (not subject to indirect cost %)									
71	Direct Client Assistance	\$ -	\$ 1,211,147	\$ 1,211,147	\$ 1,239,198	\$ 1,239,198	\$ -	\$ 2,450,345	\$ 2,450,345	
72	Client Beds & Homegoods	\$ 125,000	\$ 125,000	\$ 125,000	\$ 94,605	\$ 100,000	\$ -	\$ 219,605	\$ 225,000	
73	Client Emergency	\$ 38,000	\$ 38,000	\$ 38,000	\$ 38,000	\$ 32,605	\$ -	\$ 76,000	\$ 70,605	
74		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
75		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
76		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
77		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
78		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
79		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
80		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
81		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
82		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
83										
84	TOTAL OTHER EXPENSES	\$ -	\$ 1,374,147	\$ 1,374,147	\$ 1,371,803	\$ 1,371,803	\$ -	\$ 2,745,950	\$ 2,745,950	
85										
86	Capital Expenses									
87		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
88		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
89		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
90		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
91		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
92		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
93		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
96										
97	HSH #3									Template last modified 6/22/2021

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** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

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

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

General Fund/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, 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	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s).

General Fund/Prop C	
Type	Instructions and Examples of Documentation
	<p>Grantee shall provide 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(s) each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.</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 may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p>

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund 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 budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
First Five San Francisco	7/2018 – 6/2022	\$594,494 2021 2022
San Francisco Human Services Agency Bringing Families Home	7/2018 – 6/2022	\$1,431,160 2021 2022
San Francisco Human Services Agency KFT/FTC/New Beginnings	7/2017 – 6/2022	\$1,099,247 2021 2022
Office of Economic and Workforce Development	7/2021 – 6/2023	\$200,000 2021 2022
Mayor’s Office of Housing and Community Development	7/2021 – 6/2025	\$250,000 2021 2022

Appendix E – Permitted Subcontractors

1. None
