

File No. 250684

Committee Item No. 13

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 16, 2025

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Grant Agreement 8/1/2022</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 1 3/1/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 2 7/1/2025</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>HSH Presentation 7/16/2025</u>
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Completed by: Brent Jalipa Date July 10, 2025

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Abode Services - Problem Solving Fiscal Agent Services -
2 Not to Exceed \$17,136,514]

3 **Resolution approving the third amendment to the grant agreement between Abode**
4 **Services and the Department of Homelessness and Supportive Housing (“HSH”), for**
5 **problem solving fiscal agent services, extending the term by 22 months from August 1,**
6 **2025, for a total term of August 1, 2022, through June 30, 2027, and increasing the**
7 **agreement amount by \$7,236,514 for a new total amount not to exceed \$17,136,514, and**
8 **authorizing HSH to enter into any amendments or other modifications to the**
9 **amendment that do not materially increase the obligations or liabilities, or materially**
10 **decrease the benefits to the City and are necessary or advisable to effectuate the**
11 **purposes of the Agreement.**

12
13 WHEREAS, The mission of the Department of Homelessness and Supportive Housing
14 (“HSH” or “Department”) is to prevent homelessness when possible and make homelessness
15 rare, brief, and one-time in the City and County of San Francisco (“the City”) through the
16 provision of coordinated, compassionate, and high-quality services; and

17 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 8,323
18 people experiencing homelessness in San Francisco on any given night; and

19 WHEREAS, The City is committed to maintaining, expanding, and diversifying
20 homelessness prevention services to help people avoid housing crises; and

21 WHEREAS, Abode Services has been responsible for the issuance of direct client
22 assistance payments allowing households to resolve their homeless through the Problem
23 Solving Fiscal Agent program (“the Program”) since 2022; and

1 WHEREAS, HSH awarded the agreement to Abode Services through the Department's
2 streamlined contracting authority for homeless services under Administrative Code Chapter
3 21.B; and

4 WHEREAS, In Fiscal Year 2023-2024, Abode Services distributed problem solving
5 financial assistance to 814 households; and

6 WHEREAS, In August 2022, HSH and Abode Services entered into an Agreement for
7 the Program ("Original Agreement"); and

8 WHEREAS, The Original Agreement has a term of August 1, 2022, through June 30,
9 2024, and a not to exceed amount of \$4,642,764; and

10 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
11 Supervisors ("Clerk") in File No. 250684, which is hereby declared to be part of this Resolution
12 as if set forth fully herein; and

13 WHEREAS, In March 2024, HSH and Abode Services entered into a First Amendment
14 to continue these services ("First Amendment"); and

15 WHEREAS, The First Amendment extended the term by 12 months from June 30,
16 2024, for a total term of August 1, 2022, through June 30, 2025, and increased the agreement
17 amount by \$5,257,236 for a new total amount not to exceed \$9,900,000; and

18 WHEREAS, The First Amendment is on file with the Clerk in File No. 250684, which is
19 hereby declared to be part of this Resolution as if set forth fully herein; and

20 WHEREAS, In July 2025, HSH and Abode Services entered into a no-cost Second
21 Amendment to continue these services ("Second Amendment"); and

22 WHEREAS, The Second Amendment extended the term by two months from June 30,
23 2025, for a total term of August 1, 2022, through August 31, 2025; and

24 WHEREAS, The Second Amendment is on file with the Clerk in File No. 250684, which
25 is hereby declared to be part of this Resolution as if set forth fully herein; and

1 WHEREAS, HSH intends to enter into a Third Amendment to continue these services
2 by extending the term 22 months through June 30, 2027, and increasing the maximum
3 expenditure by \$7,236,514 for a total amount not to exceed \$17,136,514 (the "Amendment");
4 and

5 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
6 Receipts Tax for Homelessness Services) ("Prop C"), passed by San Francisco voters in
7 November 2018, to fund the Our City, Our Home ("OCOH") Fund, in order to expand and
8 complement existing funding and strategic efforts to prevent and end homelessness for San
9 Franciscans; and

10 WHEREAS, 100% of this Amendment is funded with Prop C dollars; and

11 WHEREAS, The Amendment requires Board of Supervisors approval under Charter,
12 Section 9.118; now, therefore, be it

13 RESOLVED, The proposed Amendment contained in File No. 250684, is substantially
14 in final form, with all materials terms and conditions included, and only remains to be executed
15 by the parties upon approval of this Resolution; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to make any
17 modifications to the Amendment, prior to its final execution by all parties, that HSH
18 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
19 best interest of the City, do not materially increase the obligations or liabilities of the City, are
20 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance
21 with all applicable laws, including City's Charter; and, be it

22 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
23 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
24 No. 250684; this requirement and obligation resides with the Department, and is for purposes
25 of having a complete file only, and in no manner affects the validity of approved Amendment.

Department of Homelessness and Supportive Housing

Item 13 File 25-0684	Department: Department of Homelessness and Supportive Housing (HSH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve the Third Amendment to the Problem Solving Fiscal Agent services grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Abode Services, extending the term by one year and 10 months through June 2027, and increasing the grant amount by \$7,236,514, for a total not to exceed \$17,136,514. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Proposition C funding includes allocations for homelessness prevention, which includes the Problem Solving Fiscal Agent program to provide direct client assistance payments to help households exit homelessness. In 2022, HSH executed a grant agreement with Abode Services to operate the Problem Solving Fiscal Agent program, for an initial term of one year and 11 months, from August 2022 through June 2024, and an amount not to exceed \$4,642,764. HSH has since amended the grant agreement twice, extending the term through August 2025 and increasing the amount to \$9,900,000. Under the grant agreement, Abode provides problem solving resolution financial assistance services, which include administrative, financial, and record-keeping functions related to financial assistance. Financial assistance includes move-in costs (such as security deposits and first month's rent) and other flexible financial assistance (such as utility arrears, vital documents, and credit checks) to help clients exit homelessness. HSH projects that Abode will serve a minimum of 500 unduplicated clients per year in FYs 2024-25, 2025-26, and 2026-27. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed Third Amendment would increase the not-to-exceed amount of the Abode grant agreement by \$7,236,514, for a total not to exceed \$17,136,514. Approximately 86 percent of grant expenditures are pass-through direct assistance payments. The grant is funded by Proposition C funds. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

In 2018, San Francisco voters approved Proposition C, a gross receipts tax to fund homeless services and housing. Proposition C funding includes allocations for homelessness prevention, which includes the Problem Solving Fiscal Agent program to provide direct client assistance payments to help households exit homelessness. This includes payments for security deposits or first month's rent.

In August 2022, the Department of Homelessness and Supportive Housing (HSH) executed a grant agreement with Abode Services to operate the Problem Solving Fiscal Agent program, for an initial term of one year and 11 months, from August 2022 through June 2024, and an amount not to exceed \$4,642,764. The grant was executed under Administrative Code Section 21B, which authorizes HSH to enter into contracts related to homelessness without competitive bidding. In March 2024, HSH executed the First Amendment to the grant, extending the term by one year through June 2025, and increasing the grant amount by \$5,267,236, for a total not to exceed \$9,900,000. In July 2025, HSH executed the Second Amendment to the grant, extending the term by two months through August 2025, with no change to the not-to-exceed amount. HSH and Abode have agreed to amend the grant again to extend the term and increase the amount.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the Third Amendment to the Problem Solving Fiscal Agent grant agreement between HSH and Abode Services, extending the term by one year and 10 months through June 2027, and increasing the grant amount by \$7,236,514, for a total not to exceed \$17,136,514. The resolution also authorizes HSH to make further immaterial amendments to the grant agreement.

Under the grant agreement, Abode provides problem solving resolution financial assistance services, which include administrative, financial, and record-keeping functions related to financial assistance. Financial assistance includes move-in costs (such as security deposits and first month's rent) and other flexible financial assistance (such as utility arrears, vital documents, and credit checks) to help clients exit homelessness. In FY 2023-24, Abode served 814 unduplicated clients. HSH projects that Abode will serve a minimum of 500 unduplicated clients per year in FYs 2024-25, 2025-26, and 2026-27. The total number of clients served can vary based on the average amount of direct client assistance needed per household housing resolution. The grant funds approximately 2.80 full-time equivalent (FTE) employees. As discussed in the Fiscal Impact section below, approximately 86 percent of grant expenditures are pass-through financial assistance payments.

Performance and Fiscal Monitoring

HSH staff evaluated Abode's performance for FYs 2022-23 and 2023-24 in April 2024 and found that Abode met four out of five service objectives.¹ However, HSH found that Abode issued 83.6 percent of financial assistance payments within 48 hours, short of the goal of 100 percent. According to Hailey Gil, HSH Senior Legislative Analyst, Abode has improved on this measure to approximately 91 percent by the end of FY 2023-24. The proposed Third Amendment reduces this goal to 90 percent, as HSH recognizes that referrals can be impacted by factors outside of Abode's control. FY 2024-25 performance monitoring is scheduled to occur in Fall 2025.

HSH does not track whether clients who receive Problem Solving services re-enter homelessness, and did not comment on the long-term impact for clients that have received financial assistance from the program.

HSH staff reviewed Abode's financial documents as part of the FY 2024-25 Citywide Fiscal and Compliance Monitoring Program and identified no findings.

FISCAL IMPACT

The proposed Third Amendment would increase the not-to-exceed amount of the Abode grant agreement by \$7,236,514, for a total not to exceed \$17,136,514. Actual and projected grant expenditures by year are shown in Exhibit 1 below.

Exhibit 1: Actual and Projected Grant Expenditures by Year

Year	Expenditures
Year 1 (FY 2022-23, 11 Months, Actual)	\$3,140,719
Year 2 (FY 2023-24, Actual)	3,630,258
Year 3 (FY 2024-25, Projected)	2,735,883
Year 4 (FY 2025-26, Projected)	3,352,241
Year 5 (FY 2026-27, Projected)	3,282,241
<i>Subtotal</i>	<i>\$16,141,342</i>
Contingency (15% of Years 4-5 Projected Expenditures)	995,172
Total Not-to-Exceed	\$17,136,514

Source: Proposed Grant Amendment

The breakdown of grant expenditures is shown in Exhibit 2 below.

¹ The objectives that Abode met were 100 percent data entry accuracy and that 100 percent of client assistance expenditures were made in accordance with the Problem Solving Guide and Fiscal Agent Policy document, appropriate program documentation, and appropriate financial documentation.

Exhibit 2: Breakdown of Total Grant Expenditures

Expenditures	Amount
Salaries & Benefits	\$1,298,221
Operating Expenses ²	207,298
Subtotal	\$1,505,519
Indirect Costs (15%)	225,822
Other Expenses (Direct Assistance Payments and Administrative Fees)	14,410,000
Total	\$16,141,342

Source: Proposed Grant Amendment

Of the \$16,141,342 in total grant expenditures, approximately \$13,934,592, or 86 percent, are pass-through direct assistance payments. The grant is funded by Proposition C funds.

RECOMMENDATION

Approve the proposed resolution.

² Operating expenses include rent, utilities, office supplies, building maintenance and repair, printing, training, travel, equipment rental, start-up expenses, and courier services.

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

**THIRD AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
ABODE SERVICES**

THIS AMENDMENT of the **August 1, 2022** Grant Agreement (the "Agreement") is dated as of **August 1, 2025** and is made in the City and County of San Francisco, State of California, by and between **ABODE SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

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

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. **[Insert Resolution Number]** on June 5, 2025; and

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

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

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

- (a) "Agreement" shall mean the Agreement dated **August 1, 2022** between Grantee and City; and **First Amendment**, dated **March 1, 2024**, and **Second Amendment**, dated **July 1, 2025**.

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

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

3.2 Duration of Term. The term of this Agreement shall commence on **August 1, 2022** and expire on **August 31, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

3.2 Duration of Term. The term of this Agreement shall commence on **August 1, 2022** and expire on **June 30, 2027**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Thousand Dollars (\$9,900,000).**

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

5.1 Maximum Amount of Grant Funds.

(b) In no event shall the amount of Grant Funds disbursed hereunder exceed **Seventeen Million One Hundred Thirty Six Thousand Five Hundred Fourteen Dollars (\$17,136,514).**

(c) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Nine Hundred Ninety Five Thousand One Hundred Seventy Two Dollars (\$995,172)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or

written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Services to be Provided (dated August 1, 2025)

Appendix B, Budget (dated August 1, 2025)

Appendix C, Method of Payment (dated July 1, 2025)

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

- 2.4 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated August 1, 2025), for the period of August 1, 2025 to June 30, 2027.
- 2.5 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated August 1, 2025), for the period of August 1, 2022 to June 30, 2027.

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**

ABODE SERVICES

By: _____
Shireen McSpadden Date
Executive Director

By: _____
Vivian Wan Date
Chief Executive Officer
City Supplier Number: 40774

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke Date
Deputy City Attorney

**Appendix A, Services to be Provided
by
Abode Services
Problem Solving Fiscal Agent**

I. Purpose of Grant

The purpose of the grant is to provide fiscal agent services to the Department of Homelessness and Supportive Housing (HSH)-funded grantees providing problem solving services in working with people experiencing homelessness. The goal of these services is to support problem solving resolutions outside of the homelessness response system.

II. Served Population

Grantee shall serve people experiencing homelessness in San Francisco.

III. Referral and Prioritization

All referrals shall be made by HSH-funded problem solving providers via the Online Navigation and Entry (ONE) system, in accordance with established fiscal agent processes.

IV. Description of Services

Grantee shall provide the following services:

Problem Solving Resolution Financial Assistance:

- A. Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate financial assistance to support problem solving resolutions.
- B. In circumstances in which Problem Solving Limited Financial Assistance is being requested by an HSH-funded problem solving provider to achieve a problem solving resolution, Grantee shall follow the guidelines and procedures included within the [HSH Problem Solving Guide](#)¹ and the [Fiscal Agent Policy and Procedures](#)² document. Grantee shall issue financial assistance in accordance with the following listed in the documents referenced above:
 - 1. Allowable Expenditure Categories;
 - 2. Allowable Payment Types; and
 - 3. Allowable Limits
- C. Upon receipt of documentation, Grantee shall issue financial assistance within the timeframe specified.
- D. Grantee shall collect and maintain documentation supporting a problem solving fund issuance, including but not limited to the “Housing Resolution Plan” and the “Problem Solving Financial Assistance Request Form,” as well as any check, voucher or gift-card payments as specified in the HSH Problem Solving Guide.

¹ HSH Problem-Solving Guide: <https://dhsh.box.com/s/jdbkv9vaivcx318eb7dvgt70qzh2s11>

² Fiscal Agent Policy and Procedures: <https://dhsh.box.com/s/8cd7ygea6dcck106rtxo9ix7efk8mwp>

V. Location and Time of Services

Grantee shall provide services in San Francisco, CA, Monday through Friday from 9:00 am to 5:00 pm, except for holidays. Services may be provided at additional times and locations, as needed.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee the Grant Plan, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.
- B. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- C. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- D. 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.
- E. 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.

F. City Communications, Trainings and Meetings:

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

1. Regular communication to HSH about the implementation of the program;
2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to hearings on issues related to homelessness; and
3. Attendance of trainings, as requested.

G. 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.

H. 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.

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

J. Data Standards:

1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

2. Data entered in the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall 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.

K. Confidentiality:

1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.
2. Grantee shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing.
3. Grantee shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Grantee receives the request. Grantee shall not respond to Legal Requests without first notifying City.
4. In the event that Grantee becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Grantee shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

L. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy or electronic 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.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives will be monitored by gathering ONE system data and/or by sampling participant files during annual program monitoring visits:

A. Problem Solving Resolution Financial Assistance

1. Grantee shall issue 90 percent of problem solving financial assistance within 48 hours from request and in accordance to the “HSH problem solving Guide” and the “Fiscal Agent Policy and Procedures” document.
2. Grantee shall ensure that all problem solving direct client assistance expenditures were distributed and recorded in accordance with the problem solving Guide and Fiscal Agent policy document.
3. Grantee shall ensure that all problem solving direct client assistance expenditures include all appropriate program documentation.
4. Grantee shall ensure that all problem solving direct client assistance expenditures include all appropriate financial documentation (including but not limited a Fiscal Agent Checklist-problem solving Resolutions form, valid payee IRS form W-9s, lease agreement, applicable receipts or invoices, and gift card logs for all gift cards distributed to program participants as part of their housing resolution.

VIII. Outcome Objectives

Grantee shall achieve the following annual outcome objectives during the term of this grant. All outcome objectives will be monitored by gathering ONE system data and/or by sampling participant files during annual program monitoring visits.

- A. Grantee shall ensure that 90 percent of households utilizing problem solving fiscal agent services will be able to move into safe indoor housing in accordance with their lease agreement start date.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, such as the ONE System and CARBON. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data.
- B. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the

Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.

- 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.
- E. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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.

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

- B. Fiscal 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	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	APPENDIX B, BUDGET																		
3	Document Date	8/1/2025																	
4	Contract Term	Begin Date	End Date	Duration (Years)															
5	Current Term	8/1/2022	6/30/2025	3															
6	Amended Term	8/1/2022	6/30/2027	5															
7					Year 1	Year 2	Year 3	Year 4	Year 5										
8	Service Component				8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 8/31/2025	7/1/2026 - 6/30/2027										
10	Problem Solving Resolution Financial Assistance (Households)				195	814	500	500	500										

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	8/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	8/1/2022	6/30/2025	3
6	Amended Term	8/1/2022	6/30/2027	5
7				
8	Approved Subcontractors			
10	None			
11				
12				
13				
14				
15				
16				
17				

	A	B	C	D	E	H	K	N	O	P	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	8/1/2025														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	8/1/2022	6/30/2025	3												
6	Amended Term	8/1/2022	6/30/2027	5												
7	Provider Name	Abode Services														
8	Program	Problem Solving - Fiscal Agent														
9	FSP Contract ID#	1000026120														
10	Action (select)	Amendment														
11	Effective Date	8/1/2025														
	Budget Names	Problem Solving - Fiscal Agent														
12																
13		Current	New													
14	Term Budget	\$ 9,900,000	\$ 16,141,342	15%												
15	Contingency	\$ -	\$ 995,172		EXTENSION YEAR EXTENSION YEAR											
16	Not-To-Exceed	\$ 9,900,000	\$ 17,136,514													
17		Year 1	Year 2	Year 3	Year 4		Year 5			All Years						
		8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	8/1/2022 - 6/30/2025	8/1/2022 - 6/30/2027	8/1/2022 - 6/30/2027				
18		Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures															
20	Salaries & Benefits	\$ 187,175	\$ 288,241	\$ 205,868	\$ 50,403	\$ 252,017	\$ 302,420	\$ -	\$ 314,517	\$ 314,517	\$ 731,687	\$ 566,534	\$ 1,298,221			
21	Operating Expense	\$ 59,219	\$ 54,266	\$ 54,366	\$ 5,552	\$ 14,175	\$ 19,727	\$ -	\$ 19,720	\$ 19,720	\$ 173,403	\$ 33,895	\$ 207,298			
22	Subtotal	\$ 246,394	\$ 342,507	\$ 260,234	\$ 55,954	\$ 266,192	\$ 322,146	\$ -	\$ 334,237	\$ 334,237	\$ 905,090	\$ 600,429	\$ 1,505,519			
23	Indirect Percentage															
24	Indirect Cost (Line 21 X Line 22)	\$ 36,958	\$ 51,371	\$ 39,035	\$ 8,393	\$ 39,929	\$ 48,322	\$ -	\$ 50,136	\$ 50,136	\$ 135,758	\$ 90,064	\$ 225,822			
25	Other Expenses (Not subject to indirect %)	\$ 2,857,366	\$ 3,236,380	\$ 2,436,613	\$ 328,792	\$ 2,652,981	\$ 2,981,773	\$ -	\$ 2,897,868	\$ 2,897,868	\$ 8,859,151	\$ 5,550,849	\$ 14,410,000			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ 393,140	\$ 2,959,102	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 9,899,999	\$ 6,241,343	\$ 16,141,342			
29																
30	HSH Revenues (select)															
31	Prop C	\$ 3,391,907	\$ 4,652,896	\$ 2,735,883	\$ 393,140	\$ 2,959,101	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 11,173,826	\$ 6,241,342	\$ 17,415,168			
33	Adjustment to Actuals	\$ (251,188)	\$ (1,022,638)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,273,826)	\$ -	\$ (1,273,826)			
34		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ 393,140	\$ 2,959,101	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 9,900,000	\$ 6,241,342	\$ 16,141,342			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)															
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48																
49	Total HSH + Other Revenues	\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ 393,140	\$ 2,959,101	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 9,900,000	\$ 6,241,342	\$ 16,141,342			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52	Total Adjusted Salary FTE (All Budgets)															
53																
54	Prepared by	Lauryn Younge														
55	Phone	510.657.7409														
56	Email	Lyoung@abode.org														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																											
2	APPENDIX B, BUDGET																											
3	Document Date	8/1/2025																										
4	Contract Term	Begin Date	End Date	Duration (Years)																								
5	Current Term	8/1/2022	6/30/2025	3																								
6	Amended Term	8/1/2022	6/30/2027	5																								
7	Provider Name	Abode Services																										
8	Program	Problem Solving - Fiscal Agent																										
9	FSP Contract ID#	1000026120																										
10	Action (select)	Amendment																										
11	Effective Date	8/1/2025																										
12	Budget Name	Problem Solving - Fiscal Agent																										
13		Current	New																									
14	Term Budget	\$ 9,900,000	\$ 16,141,342	15%																								
15	Contingency	\$ -	\$ 995,172																									
16	Not-To-Exceed	\$ 9,900,000	\$ 17,136,514																									
17					8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 8/31/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	8/1/2022 - 6/30/2025	8/1/2022 - 6/30/2027													
18					Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment													
19	Expenditures																											
20	Salaries & Benefits				\$ 187,175	\$ 288,241	\$ 205,868	\$ 50,403	\$ 252,017	\$ 302,420	\$ -	\$ 314,517	\$ 314,517	\$ 731,687	\$ 566,534													
21	Operating Expense				\$ 59,219	\$ 54,266	\$ 54,366	\$ 5,552	\$ 14,175	\$ 19,727	\$ -	\$ 19,720	\$ 19,720	\$ 173,403	\$ 33,895													
22	Subtotal				\$ 246,394	\$ 342,507	\$ 260,234	\$ 55,954	\$ 266,192	\$ 322,146	\$ -	\$ 334,237	\$ 334,237	\$ 905,090	\$ 600,429													
23	Indirect Percentage				15.00%	15.00%	15.00%	15.00%		15.00%	15.00%		15.00%															
24	Indirect Cost (Line 22 X Line 23)				\$ 36,958	\$ 51,371	\$ 39,035	\$ 8,393	\$ 39,929	\$ 48,322	\$ -	\$ 50,136	\$ 50,136	\$ 135,758	\$ 90,064													
25	Other Expenses (Not subject to indirect %)				\$ 2,857,366	\$ 3,236,380	\$ 2,436,613	\$ 328,792	\$ 2,652,981	\$ 2,981,773	\$ -	\$ 2,897,868	\$ 2,897,868	\$ 8,859,151	\$ 5,550,849													
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													
28	Total Expenditures				\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ 393,140	\$ 2,959,102	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 9,899,999	\$ 6,241,343													
29																												
30	HSH Revenues (select)																											
31	Prop C				\$ 3,391,907	\$ 4,652,896	\$ 2,735,883	\$ 393,140	\$ 2,959,101	\$ 3,352,241		\$ 3,282,241	\$ 3,282,241	\$ 11,173,826	\$ 6,241,342													
33	Adjustment to Actuals				\$ (251,188)	\$ (1,022,638)							\$ -	\$ (1,273,826)	\$ -													
40	Total HSH Revenues				\$ 3,140,719.00	\$ 3,630,258	\$ 2,735,883	\$ 393,140	\$ 2,959,101	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 9,900,000	\$ 6,241,342													
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																											
42																												
46																												
47	Total Other Revenues				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													
48																												
49	Total HSH + Other Revenues				\$ 3,140,719.00	\$ 3,630,258	\$ 2,735,883	\$ 393,140	\$ 2,959,101	\$ 3,352,241	\$ -	\$ 3,282,241	\$ 3,282,241	\$ 9,900,000	\$ 6,241,342													
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													
52																												
53	Prepared by	Lauryn Youngue																										
54	Phone	510.657.7409																										
55	Email	Lyoungue@abode.org																										

	A	AK
1	DEPARTMENT OF H	
2	APPENDIX B, BUDG	
3	Document Date	
4	Contract Term	
5	Current Term	
6	Amended Term	
7	Provider Name	
8	Program	
9	FSP Contract ID#	
10	Action (select)	
11	Effective Date	
12	Budget Name	
13		
14	Term Budget	
15	Contingency	
16	Not-To-Exceed	
17		8/1/2022 - 6/30/2027
18		New
19	Expenditures	
20	Salaries & Benefits	\$ 1,298,221
21	Operating Expense	\$ 207,298
22	Subtotal	\$ 1,505,519
23	Indirect Percentage	
24	Indirect Cost (Line 2; \$	225,822
25	Other Expenses (Not \$	14,410,000
26	Capital Expenditure	\$ -
28	Total Expenditures	\$ 16,141,342
29		
30	HSH Revenues (selec	
31	Prop C	\$ 17,415,168
33	Adjustment to Actua	\$ (1,273,826)
40	Total HSH Revenues	\$ 16,141,342
41	Other Revenues (to i	
42	Revenues)	\$ -
46		\$ -
47	Total Other Revenu	\$ -
48		
49	Total HSH + Other R	\$ 16,141,342
50	Rev-Exp (Budget Ma	\$ -
52		
53	Prepared by	
54	Phone	
55	Email	

	A	B	C	D	E	F	I	J	K
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	SALARY & BENEFIT DETAIL								
3	Document Date	8/1/2025							
4	Provider Name	Abode Services							
5	Program	Problem Solving - Fiscal Agent							
6	FSP Contract ID#	1000026120							
7	Budget Name	Problem Solvin							
8		Year 1					Year 2		
9	POSITION TITLE	Agency Totals		For HSH Funded Program		8/1/2022 - 6/30/2023	Agency Totals		For HSH Prog
10						Current/Actuals			
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget
12	Accounts Payable Specialist	\$ 84,872	1.00	92%	0.92	\$ 77,828	\$ 87,418	1.00	100%
13	Compliance Specialist III (Fiscal Agent Coordinator)	\$ 72,141	1.00	92%	0.92	\$ 66,153	\$ 74,305	1.00	100%
14	Compliance Manager/Compliance Coordinator				0.00		\$ 85,000	1.00	40%
15	Sr. Compliance Manager				0.00		\$ 100,000	1.00	5%
16	Financial Associate				0.00		\$ 70,000	2.00	15%
17	Data Specialist				0.00				
55		TOTAL SALARIES				\$ 143,981	TOTAL		
56		TOTAL FTE			1.83		TOTAL FTE		
57		FRINGE BENEFIT RATE			30.00%		FRINGE BE		
58		EMPLOYEE FRINGE BENEFITS				\$ 43,194	EMPLOYEE FRING		
59		TOTAL SALARIES & BENEFITS				\$ 187,175	TOTAL SALARIES &		
60									
61									
62									

	A	L	M	P	Q	R	S	T	W
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									
9	POSITION TITLE	Funded Program	7/1/2023 - 6/30/2024	Agency Totals		For HSH Funded Program		7/1/2024 - 6/30/2025	Agency Totals
10			Current/Actuals					Current/Actuals	
11		Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)
12	Accounts Payable Specialist	1.00	\$ 87,418	\$ 90,915	1.00	62%	0.62	\$ 56,026	\$ 94,551
13	Compliance Specialist III (Fiscal Agent Coordinator)	1.00	\$ 74,305	\$ 77,278	1.00	80%	0.80	\$ 61,822	\$ 80,369
14	Compliance Manager/Compliance Coordinator	0.40	\$ 34,000	\$ 88,400	1.00	40%	0.40	\$ 35,360	\$ 91,936
15	Sr. Compliance Manager	0.05	\$ 5,000	\$ 104,000	1.00	5%	0.05	\$ 5,200	\$ 108,160
16	Financial Associate	0.30	\$ 21,000	\$ 72,800	1.00	10%	0.10	\$ 7,280	\$ 75,712
17	Data Specialist	0.00					0.00		\$ 71,602
55		TOTAL SALARIES	\$ 221,724	TOTAL SALARIES				\$ 165,688	
56		2.75		TOTAL FTE			1.97		
57		FRINGE BENEFIT RATE	30.00%	FRINGE BENEFIT RATE				24.25%	
58		FRINGE BENEFITS	\$ 66,517	EMPLOYEE FRINGE BENEFITS			\$ 40,179		
59		TOTAL SALARIES & BENEFITS	\$ 288,241	TOTAL SALARIES & BENEFITS				\$ 205,868	
60									
61									
62									

	A	X	Y	Z	AA	AB	AC	AD	AE
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								
9	Year 4								
10	Agency Totals								
11	Agency Totals								
12	Agency Totals								
13	Agency Totals								
14	Agency Totals								
15	Agency Totals								
16	Agency Totals								
17	Agency Totals								
18	Agency Totals								
19	Agency Totals								
20	Agency Totals								
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61	Agency Totals								
62	Agency Totals								

	A	AF	AG	AH	AI	AJ	BT	BU
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							
9	POSITION TITLE	Year 5					All Years	
10		For HSH Funded Program		7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	8/1/2022 - 6/30/2025	8/1/2022 - 6/30/2027
11				Current/Actuals	Amendment	New	Current/Actuals	Modification
12		% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change
13	Accounts Payable Specialist	100%	1.00		\$ 98,334	\$ 98,334	\$ 237,031	\$ 177,126
14	Compliance Specialist III (Fiscal Agent Coordinator)	100%	1.00		\$ 83,584	\$ 83,584	\$ 215,676	\$ 150,558
15	Compliance Manager/Compliance Coordinator	40%	0.40		\$ 38,245	\$ 38,245	\$ 75,489	\$ 68,891
16	Sr. Compliance Manager	5%	0.05		\$ 5,624	\$ 5,624	\$ 11,100	\$ 10,132
17	Financial Associate	15%	0.30		\$ 23,622	\$ 23,622	\$ 32,066	\$ 42,549
18	Data Specialist	5%	0.05		\$ 3,723	\$ 3,723	\$ 597	\$ 6,707
19	TOTAL SALARIES			\$ -	\$ 253,133	\$ 253,133	\$ 571,959	\$ 455,963
20	TOTAL FTE		2.80					
21	FRINGE BENEFIT RATE			24.25%	0.00%	24.25%		
22	LOYEE FRINGE BENEFITS		\$ -	\$ 61,385	\$ 61,385	\$ 159,728	\$ 110,571	
23	TOTAL SALARIES & BENEFITS		\$ -	\$ 314,517	\$ 314,517	\$ 731,687	\$ 566,534	
24								
25								
26								

	A	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		
9	POSITION TITLE	8/1/2022 - 6/30/2027
10		New
11		Budgeted Salary
12	Accounts Payable Specialist	\$ 414,157
13	Compliance Specialist III (Fiscal Agent Coordinator)	\$ 366,234
14	Compliance Manager/Compliance Coordinator	\$ 144,380
15	Sr. Compliance Manager	\$ 21,232
16	Financial Associate	\$ 74,615
17	Data Specialist	\$ 7,303
55		\$ 1,027,922
56		
57		
58		\$ 270,299
59		\$ 1,298,221
60		
61		
62		

[illegible]

	A	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HO		
2	OPERATING DETAIL		
3	Document Date		
4	Provider Name		
5	Program		
6	FSP Contract ID#		
7	Budget Name		
8			
9		All Years	
10		8/1/2022 - 6/30/2027	8/1/2022 - 6/30/2027
11		Modification	New
12	Operating Expenses	Change	Budgeted Expense
13	Rental of Property	\$ 26,610	\$ 74,358
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 1,567	\$ 13,350
15	Office Supplies, Postage	\$ 5,200	\$ 28,274
16	Building Maintenance Supplies and Repair	\$ 160	\$ 4,970
17	Printing and Reproduction	\$ -	\$ 1,945
18	Insurance	\$ -	\$ -
19	Staff Training	\$ -	\$ 6,894
20	Staff Travel-(Local & Out of Town)	\$ -	\$ 14,247
21	Rental of Equipment	\$ 358	\$ 6,840
22	Start Up Expenses	\$ -	\$ 16,368
23	Courier Services	\$ -	\$ 40,052
67			
68	TOTAL OPERATING EXPENSES	\$ 33,895	\$ 207,298
69			
70	Other Expenses (not subject to indirect cost %)		
71	Fiscal Agent Direct Client Assistance	\$ 3,671,961	\$ 12,041,259
72	Latine Youth Direct Client Assistance	\$ 1,262,222	\$ 1,893,333
73	Latine Youth Subsidy Admin Fees	\$ 157,778	\$ 236,667
74	Fiscal Agent Subsidy Admin Fees (based on transactions)	\$ 458,888	\$ 1,512,567
75	Adjustment to Actuals	\$ -	\$ (1,273,826)
98			
99	TOTAL OTHER EXPENSES	\$ 1,719,023	\$ 8,815,511
100			

BUDGET NARRATIVE

Fiscal Year

Fiscal Term Start Fiscal Term End
7/1/2025 6/30/2026

Problem Solving - Fiscal Agent

FY25-26

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
Accounts Payable Specialist	1.00	\$ 94,551	Full time accounts payable staff to process checks, prepare invoicing to the county, and ensure vendors are set up quickly.	1 X \$94,551	Rhine Himan, Shruthi Nanjundegowda, Navneet Sarna, Swapna Deshmukh, Sushma Gokalgandhi
Compliance Specialist III (Fiscal Agent Coord	1.00	\$ 80,369	Coordinator of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	1 X \$80,369	Dakota Nguyen
Compliance Manager/Compliance Coordina	0.40	\$ 36,774	Manager of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	0.4 x \$91,936	Genesis Morales
Sr. Compliance Manager	0.05	\$ 5,408	Senior Manager of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	0.05x \$108,106	Stephanie Suchit
Financial Associate	0.30	\$ 22,713	Full time Financial Associate staff to audit, verify, and process purchase orders in coordination with Compliance staff.	0.30 x \$75,712	Matthew Kohlman, Eric Chung
Data Specialist	0.05	\$ 3,580	0.05 FTE to support timely, accurate HMIS entry, and other required systems (WMAT/ salesforce).	0.05 x 71602	Melody Miranda
TOTAL	2.80	\$ 243,396			
<u>Employee Fringe Benefits</u>		<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 30% of total salaries.</u>			
		\$ 59,024			
Salaries & Benefits Total		\$ 302,420			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 15,206	Represents proportionate cost of "co-working" space.	\$1,267 X 12 months.
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 1,000	Represents cell phones and any internet connection in "co-working" space.	\$83 X 12 months
Office Supplies, Postage	\$ 3,000	Office supplies to operate and provide oversight to programs.	\$125 X 2 FTE X 12 months
Building Maintenance Supplies and Repair	\$ 167	Office cleaning and maintenance needs	\$42 X 4 quarters
Rental of Equipment	\$ 354	Cost for rental of copy machine starting in FY 22.	\$177 X12 months
TOTAL OPERATING EXPENSES	\$ 19,727		
Indirect Cost	15.0% \$ 48,322		

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Fiscal Agent Direct Client Assistance	\$ 2,019,354	Eligible financial assistance for problem solving households through other providers. Now broken out into individual lines for each provider	Financial Assistance as needed
Latine Youth Direct Client Assistance	\$ 631,111	Direct Client assistance for latine youth, one time funds	Financial Assistance as needed
Latine Youth Subsidy Admin Fees	\$ 78,889	Subsidy admin fee for latine youth programs	12.5% of Direct Client Assistance
Fiscal Agent Subsidy Admin Fees (based on transactions)	\$ 252,419	based upon transactions	12.5% of Direct Client Assistance
TOTAL OTHER EXPENSES	\$ 2,981,773		

Appendix C, Method of Payment

I. Reimbursement for Actual Costs:

In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal:

Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.

- A. Grantee shall submit all invoices and any related documentation required in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

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

E. Invoicing System:

1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special written approval from the HSH Contracts Manager.

F. Line Item Variance:

There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, Indirect and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. Spend Down:

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract

and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

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

H. Documentation and Record Keeping:

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

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

Our City, Our Home (Prop C)	
Type	Instructions and Examples of Documentation
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

III. Advances or Prepayments:

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

A. Advance Requirements:

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

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

B. Advance Request Process:

1. Grantee shall submit a written request to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month of the total ongoing fiscal year General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than one month of the ongoing fiscal year budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated to ensure cash flow and repayment. HSH will track advance recoupment on a monthly basis using internal tools in order to avoid any overpayment and prevent further loss of City funds.
2. All advance repayments must be recovered within the fiscal year for which they were made but no later than April invoices submitted in May.
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 wire transfer or by check, in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

IV. Timely Submission of Reports and Compliance:

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Adult Emergency Housing Voucher (EHV)	January 1, 2023 - June 30, 2028	\$5,320,468
Department of Homelessness and Supportive Housing	Adult Rapid Rehousing (RRH)	January 1, 2023 - June 30, 2027	\$18,402,770
Human Services Agency	CalWORKS Housing Locator & Housing Connector	July 1, 2022 – June 30, 2025	\$9,081,373
Department of Homelessness and Supportive Housing	City Gardens Support Services	December 1, 2022 - June 30, 2026	\$11,334,768
Department of Homelessness and Supportive Housing	Problem Solving – Housing Location Assistance	December 1, 2020 - June 30, 2026	\$9,900,000
Department of Homelessness and Supportive Housing	Prop C Flexible Housing Subsidy Pool (FHSP)	February 15, 2021- June 30, 2026	\$17,918,683
Department of Homelessness and Supportive Housing	Prevention – Fiscal Agent	April 1, 2024 – June 30, 2026	\$9,900,000
Department of Homelessness and Supportive Housing	Transitional Age Youth (TAY) Emergency Housing Voucher (EHV)	March 1, 2022 – June 30, 2026	\$3,884,870
Department of Homelessness and Supportive Housing	Adult Shallow Subsidy	July 1, 2024 – June 30, 2026	\$2,576,204



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Abode Services: Problem Solving Fiscal Agent Grant Agreement 3rd Amendment

Budget and Finance Committee | July 16, 2025



Proposed Amendment Details

- **Resolution:** Approve the **third amendment** to the grant agreement between HSH and **Abode Services** for **Problem Solving Fiscal Agent services**.
- **Term:**
 - Current Term: August 1, 2022 – August 31, 2025
 - Amended Term: **August 1, 2022 – June 30, 2027**
- **Amount:** Increases not-to-exceed amount by **\$7,236,514** for a total not-to-exceed amount of **\$17,136,514**.
- **Commission approval:** June 5, 2025

Grant Agreement Overview

- **Abode Services (Abode)** provides Fiscal Agent Services to HSH-funded grantees providing problem solving services for people experiencing homelessness.
- HSH implemented this **fiscal agent 'intermediary' model** in 2022, to shift work from direct services providers to a dedicated team at Abode.
- Using a fiscal agent ensures **greater efficiency** (payments go out in 48 hours or less) and allows for greater verification and security.
- Abode is the Fiscal Agent for almost all problem solving providers across the Homelessness Response System.

Program Context

- Of the funds Abode dispersed in FY 23-24, **81% were for move-in assistance** (rental deposit, first month's rent, etc.).
- In Fiscal Year 23-24, Abode provided problem solving financial assistance that **resolved homelessness for 814 households**.
- 100% funded through **Prop C** Our City, Our Home dollars.

HSH Problem-Solving

- Clients can be referred for problem-solving through Access Points, Shelters, and other programs.
- Resolutions are primarily move-in assistance, but can also fund furniture or other needs.
- Average assistance per resolution = \$4,164



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

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

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

THIS GRANT AGREEMENT (“Agreement”) is made as of **August 1, 2022**, in the City and County of San Francisco, State of California, by and between **ABODE SERVICES** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”).

RECITALS

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: Problem Solving - Fiscal Agent; and

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

supplements to any of the foregoing approved in writing by City.

- (c) “Budget” shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) “Charter” shall mean the Charter of City.
- (e) “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “Controller” shall mean the Controller of City.
- (g) “Eligible Expenses” shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) “Event of Default” shall have the meaning set forth in Section 11.1.
- (i) “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “Funding Request” shall have the meaning set forth in Section 5.3(a).
- (l) “Grant” means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) “Grant Funds” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “Grant Plan” shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) “Indemnified Parties” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or

unfounded, of whatsoever kind and nature.

- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "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.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

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

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

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance

authorization.

- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

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

(a) The term of this Agreement shall commence on **August 1, 2022** and expire on **June**

30, 2024, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

4.2 Grantee's Personnel.

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

- (b) **Grantor Vaccination Policy.**

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

term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

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

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

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

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

persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third

parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Four Million Six Hundred Forty Two Thousand Seven Hundred Sixty Four Dollars (\$4,642,764)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Seventy Three Thousand Seven Hundred Ninety Four Dollars (\$773,794)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

5.4 Reserved. (State or Federal Funds).

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at

any time during the term of this Agreement.

- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims.** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City;

(d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

- 6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
 - (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
 - (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- 7.3 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement.

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

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

- 8.4 Conflict of Interest.**
 - (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For

purposes of this subsection, “immediate family” shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interests in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

- 9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or

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

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

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and

Completed Operations.

- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

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

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

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

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property,

(ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such

projections and financial statements shall be public records that must be disclosed.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix B, Budget, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix B, Budget, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.**
- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
 - (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
 - (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

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

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

If to Grantee: Abode Services
40849 Fremont Blvd.
Fremont, CA 94538
Attn: Vivian Wan
vwan@abodeservices.org

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

- 16.1 Reserved.**

- 16.2 Nondiscrimination; Penalties.**

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

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

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

and the rules and regulations promulgated thereunder.

- 16.6 Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- 16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.
- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee

certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.13 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 intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation

and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

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

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

ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

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

Appendix A, Services to be Provided

Appendix B, Budget

Appendix C, Method of Payment

Appendix D, Interests in Other City Grants

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

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

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

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

Section 4.3 Ownership of Results.

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

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

17.12 Dispute Resolution Procedure.

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

should be addressed to purchasing@sfgov.org.

- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
 - (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
 - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
 - (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a

concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

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

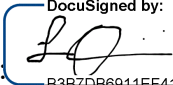
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

ABODE SERVICES

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

By: 
B3B7DB6914EF417...
Louis Chicoine
Chief Executive Officer
City Supplier Number: 0000040774

Approved as to Form:
David Chiu
City Attorney

By: 
F013CEBF5B1B482...
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Abode Services
Fiscal Agent Services**

I. Purpose of Grant

The purpose of the grant is to provide Fiscal Agent Services (i.e., issue Problem Solving Resolution Financial Assistance) to the Department of Homelessness and Supportive Housing (HSH)- funded grantees providing Problem Solving services in working with people experiencing homelessness. The goal of these services is to support Problem Solving resolutions outside of the Homelessness Response System.

II. Served Population

Grantee shall serve people experiencing homelessness in San Francisco.

III. Referral and Prioritization

All referrals shall be made by HSH-funded Problem Solving providers via the Online Navigation and Entry (ONE) system, in accordance with established Fiscal Agent processes.

IV. Description of Services

Grantee shall provide the following services:

A. Problem Solving Resolution Financial Assistance

Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate financial assistance to support Problem Solving resolutions.

1. In circumstances in which Problem Solving Limited Financial Assistance is being requested by an HSH-funded Problem Solving Provider to achieve a Problem Solving resolution, Grantee shall follow the guidelines and procedures included within the “HSH Problem Solving Guide¹” and the “Fiscal Agent Policy and Procedures²” document. Grantee shall issue Financial Assistance in accordance with the following listed in the documents referenced above:
 - a. Allowable Expenditure Categories;
 - b. Allowable Payment Types; and
 - c. Allowable Limits
2. Upon receipt of documentation, Grantee shall issue Financial Assistance within the timeframe specified.
3. Grantee shall collect and maintain documentation supporting a Problem Solving fund issuance, including but not limited to the “Housing Resolution Plan” and the “Problem Solving Financial Assistance Request Form”, as well as any check, voucher or gift-card payments as specified in the HSH Problem Solving Guide.

¹ HSH Problem Solving Guide: <https://dhsh.app.box.com/s/2ieiaa7gx7pom40fdz28e4k1svbzt0x1>

² Fiscal Agent Policy and Procedures: <https://dhsh.app.box.com/s/d0oy6gl0qbujuc9fg0q26a26akqfqvs4>

V. Location and Time of Services

Grantee shall provide services in San Francisco, CA, Monday through Friday from 9:00 am to 5:00 pm, except for 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. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- C. 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.
- D. 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.
- E. City Communications, Trainings and Meetings:
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
 - 1. Regular communication to HSH about the implementation of the program;
 - 2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to hearings on issues related to homelessness; and
 - 3. Attendance of trainings, as requested.
- F. 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.

- G. 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.
- H. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants shall participate in annual trainings on harm reduction, overdose recognition and response.
- I. Data Standards:
 - 1. Grantee shall ensure compliance with the HMIS Participation Agreement, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting any errors.
 - 2. Grantee shall enter data into the ONE System but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. 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 shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
 - 3. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.
- J. Record Keeping, Documentation, and Files:
 - 1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy or electronic 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.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives will be monitored by gathering ONE system data and/or by sampling participant files during annual program monitoring visits:

A. Problem Solving Resolution Financial Assistance

1. Grantee shall issue 100 percent of Problem Solving financial assistance within 48 hours from request and in accordance to the “HSH Problem Solving Guide” and the “Fiscal Agent Policy and Procedures” document.

VIII. Outcome Objectives

At this time, there are no outcome objectives identified for Fiscal Agent Services.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, such as the ONE System and CARBON. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data.
- B. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- 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.
- E. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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.
1. Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.
- B. Fiscal 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
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/25/2022		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	8/1/2022	6/30/2024	2
6	Amended Term	8/1/2022	6/30/2024	2
7				
8	Approved Subcontractors			
10	None			
11				
12				
13				
14				
15				
16				
17				

	A	B	C	D	E	F	G	H	I	J
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/25/2022								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	8/1/2022	6/30/2024	2						
6	Amended Term	8/1/2022	6/30/2024	2						
7					Year 1		Year 2			
8	Service Component				8/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024			
10	Problem Solving Resolution Financial Assistance (Households)				195		214			
11										

	A	B	C	D	G	J	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	APPENDIX B, BUDGET						
3	Document Date	7/25/2022					
4	Contract Term	Begin Date	End Date	Duration (Years)			
5	Current Term	8/1/2022	6/30/2024	2			
6	Amended Term	8/1/2022	6/30/2024	2			
7	Provider Name	Abode Services					
8	Program	Problem Solving - Fiscal Agent					
9	F\$P Contract ID#	1000026120					
10	Action (select)	New Agreement					
11	Effective Date	8/1/2022					
12	Budget Name	Problem Solving - Fiscal Agent					
13		Current	New				
14	Term Budget	\$ -	\$ 3,868,970	20%			
15	Contingency	\$ -	\$ 773,794				
16	Not-To-Exceed	\$ -	\$ 4,642,764		Year 1	Year 2	All Years
17					8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	8/1/2022 - 6/30/2024
18					New	New	New
19	Expenditures						
20	Salaries & Benefits				\$ 187,175	\$ 210,241	\$ 397,416
21	Operating Expense				\$ 59,218	\$ 66,540	\$ 125,758
22	Subtotal				\$ 246,394	\$ 276,781	\$ 523,175
23	Indirect Percentage				15.00%	15.00%	
24	Indirect Cost (Line 22 X Line 23)				\$ 36,959	\$ 41,517	\$ 78,476
25	Other Expenses (Not subject to indirect %)				\$ 1,558,554	\$ 1,708,765	\$ 3,267,319
26	Capital Expenditure				\$ -	\$ -	\$ -
28	Total Expenditures				\$ 1,841,907	\$ 2,027,063	\$ 3,868,970
29							
30	HSH Revenues (select)						
31	Prop C				\$ 1,841,907	\$ 2,027,063	\$ 3,868,970
32					\$ -	\$ -	\$ -
40	Total HSH Revenues				\$ 1,841,907	\$ 2,027,063	\$ 3,868,970
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)						
42					\$ -	\$ -	\$ -
46					\$ -	\$ -	\$ -
47	Total Other Revenues				\$ -	\$ -	\$ -
48							
49	Total HSH + Other Revenues				\$ 1,841,907	\$ 2,027,063	\$ 3,868,970
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -
52							
53	Prepared by	Vivian Wan					
54	Phone	(510) 657-7409 x212					
55	Email	vwan@abodeservices.org					

	A	B	C	D	E	H	I	J	K	L	O	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	SALARY & BENEFIT DETAIL												
3	Document Date		7/25/2022										
4	Provider Name		Abode Services										
5	Program		Problem Solving - Fiscal Agent										
6	FSP Contract ID#		1000026120										
7	Budget Name		Problem Solvin										
8			Year 1					Year 2					All Years
9	POSITION TITLE		Agency Totals		For HSH Funded Program		8/1/2022 - 6/30/2023	Agency Totals		For HSH Funded Program		7/1/2023 - 6/30/2024	8/1/2022 - 6/30/2024
New							New					New	
10			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
11													
12	Accounts Payable Specialist		\$ 84,872	1.00	92%	0.92	\$ 77,828	\$ 87,418	1.00	100%	1.00	\$ 87,418	\$ 165,246
13	Compliance Specialist III (Fiscal Agent Coordinator)		\$ 72,141	1.00	92%	0.92	\$ 66,153	\$ 74,305	1.00	100%	1.00	\$ 74,305	\$ 140,459
14			TOTAL SALARIES				\$ 143,981	TOTAL SALARIES				\$ 161,724	\$ 305,705
15			TOTAL FTE				1.83	TOTAL FTE				2.00	
16			FRINGE BENEFIT RATE				30.00%	FRINGE BENEFIT RATE				30.00%	
17			EMPLOYEE FRINGE BENEFITS				\$ 43,194	EMPLOYEE FRINGE BENEFITS				\$ 48,517	\$ 91,711
18			TOTAL SALARIES & BENEFITS				\$ 187,175	TOTAL SALARIES & BENEFITS				\$ 210,241	\$ 397,416
19													
20													
21													

	A	D	G	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	OPERATING DETAIL			
3	Document Date	7/25/2022		
4	Provider Name	Abode Services		
5	Program	Problem Solving - Fiscal Agent		
6	FSP Contract ID#	1000026120		
7	Budget Name	Problem Solving - Fiscal Agent		
8				
9		Year 1	Year 2	All Years
10		8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	8/1/2022 - 6/30/2024
11		New	New	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$13,533	\$15,206	\$ 28,739
14	Utilities(Elec. Water, Gas, Phone, Scavenger)	\$6,250	\$7,023	\$ 13,274
15	Office Supplies, Postage	\$2,548	\$2,863	\$ 5,411
16	Building Maintenance Supplies and Repair	\$2,644	\$2,971	\$ 5,614
17	Printing and Reproduction	\$1,945	\$2,185	\$ 4,130
18	Insurance			\$ -
19	Staff Training	\$2,123	\$2,386	\$ 4,509
20	Staff Travel-(Local & Out of Town)	\$7,877	\$8,851	\$ 16,728
21	Rental of Equipment	\$1,888	\$2,122	\$ 4,010
22	Start Up Expenses	\$6,294	\$7,073	\$ 13,367
23	Courier Services	\$14,115	\$15,860	\$ 29,976
24				\$ -
41				\$ -
42	Consultants			\$ -
43				\$ -
53				\$ -
54	Subcontractors (First \$25k Only)			\$ -
55				\$ -
67				
68	TOTAL OPERATING EXPENSES	\$ 59,218	\$ 66,540	\$ 125,758
69				
70	Other Expenses (not subject to indirect cost %)			
71	Fiscal Agent	\$1,384,822	\$1,532,525	\$ 2,917,347
75	Fiscal Agent Subsidy Admin Fees (based on transactions)	\$173,732	\$176,240	\$ 349,972
83				
84	TOTAL OTHER EXPENSES	\$ 1,558,554	\$ 1,708,765	\$ 3,267,319
85				
86	Capital Expenses			
87				\$ -
94				
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -
96				
97	HSH #3			9/1/2021

Salaries & Benefits	Adjusted FTE	Budgeted Salary	Justification	Calculation	Employee Name
Accounts Payable Specialist	0.92	\$ 77,828	Full time accounts payable staff to process checks, prepare invoicing to the county, and ensure vendors are set up quickly.	1 X \$84,872	TBD
Compliance Specialist III (Fiscal Agent Coor	0.92	\$ 66,153	Coordinator of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	1 X \$72,141	Sophia Bolanos-Kellison
		\$ -			
TOTAL	1.83	\$ 143,981			
Employee Fringe Benefits		\$ 43,194	Includes FICA, SSUI, Workers Compensation and Medical calculated at 30% of total salaries.		
Salaries & Benefits Total		\$ 187,175			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	\$ 13,533	Represents proportionate cost of "co-working" space.	\$1,128 X 12 months.
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 6,250	Represents cell phones and any internet connection in "co-working" space.	\$521 X 12 months
Office Supplies, Postage	\$ 2,548	Office supplies to operate and provide oversight to programs.	\$106 X 2 FTE X 12 months
Building Maintenance Supplies and Repair	\$ 2,644	Office cleaning and maintenance needs	\$661 X 4 quarters
Printing and Reproduction	\$ 1,945	Cost of additional printing/ ink / mailing	\$162 X 12
Insurance	\$ -		
Staff Training	\$ 2,123	Training to support staff in evidence based practices and other core competencies.	2 FTE X 1,062
Staff Travel (Local & Out of Town)	\$ 7,877	Staff mileage to office, landlord sites, meeting with participants, etc.	\$328 X 2 FTE X 12 mo
Rental of Equipment	\$ 1,888	Cost for rental of copy machine starting in FY 22.	\$157 X12 months
Start Up Expenses	\$ 6,294	Cost to secure necessary computers and equipment and office set up.	2 FTE X \$3,147
Courier Services	\$ 14,115	Estimated \$115/day , for half a year in FY22, full year in FY23	\$1,176 X 12 mo
	\$ -		
	\$ -		
Consultants	\$ -		
	\$ -		
Subcontractors (First \$25k Only)	\$ -		
	\$ -		
TOTAL OPERATING EXPENSES	\$ 59,218		
Indirect Cost	15.0%	\$ 36,959	

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Problem solving direct financial assistance funds	\$ 1,384,822	Eligible financial assistance for problem solving households through other providers.	Financial Assistance as needed
	\$ -		
	\$ -		
	\$ -		
Fiscal Agent Subsidy Admin Fees (based on transactions)	\$ 173,732	Transaction cost for administration of direct financial assistance.	Estimated based on ~ 11.5% of financial assistance. Calculated based on actual transaction (not dollar amount). Examples of transaction fees include vendor set up (and verification), check cutting, invoicing, and general accounting
	\$ -		
TOTAL OTHER EXPENSES	\$ 1,558,554		

Capital Expenses	Amount	Justification	Calculation
	\$ -		
TOTAL CAPITAL EXPENSES	\$ -		

Admin Cost (HUD Agreements Only)	Amount	Description	Calculation
TOTAL ADMIN EXPENSES	\$ -		
Allowable Admin Cost	\$ -		
Difference	\$ -		

* Note: Per HUD CoC requirements, Administrative budgets may only be spent on specific HUD-authorized Eligible Costs, which include:			
Category	Description	Examples	Notes
1) General Management, Oversight, and Coordination	(i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration, including staff who:		In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant.
	A) Prepare and update program budgets and schedules.		
	B) Develop systems for assuring compliance with program requirements.		
	C) Develop agreements with subrecipients and contractors to carry out program activities.		
	D) Monitor program activities for progress and compliance with program requirements.		
	E) Prepare reports and other documents directly related to the program for submission to HUD.		
	F) Coordinate the resolution of audit and monitoring findings.		
	G) Evaluate program results against stated objectives, or		
	H) Manage or supervise persons whose primary responsibilities with regard to the program include these administrative tasks.		
	(ii) Travel costs incurred for monitoring of subrecipients.		
2) Training on Continuum of Care Requirements	(iii) Administrative Services performed under third-party contracts or agreements		
	(iv) Other costs for goods and services required for administration of the program		
3) Environmental Review	Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.		
	Costs of carrying out the environmental review responsibilities under § 578.31.		

For more information on Eligible Administrative Costs, see Section 578.99 (page 87) of the CoC Program Interim Rule, 24 CFR: https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf

Appendix C, Method of Payment

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

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

B. **Invoicing System:**

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. 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.

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). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

Prop C	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000. Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.

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

A. Advance Requirements:

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

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

B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix

B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

[illegible]

**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
ABODE SERVICES**

THIS AMENDMENT of the **August 1, 2022** Grant Agreement (the "Agreement") is dated as of **March 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **ABODE SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

WHEREAS, the City's Homelessness Oversight Committee approved this Agreement by Resolution 24-002 on February 16, 2024; 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 **August 1, 2022** between Grantee and City; and

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

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

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

3.2 Duration of Term.

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

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

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **August 1, 2022** and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

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

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
 - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
 - B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at

<https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

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

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Four Million Six Hundred Forty Two Thousand Seven Hundred Sixty Four Dollars (\$4,642,764).**

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Seventy Three Thousand Seven Hundred Ninety Four Dollars (\$773,794)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **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, **Six Hundred Ninety Six Thousand Three Hundred Eighty Five Dollars (\$696,385)** 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.

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

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

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

If to Grantee: Abode Services
40849 Fremont Blvd.
Fremont, CA 94538
Attn: Vivian Wan, CEO
VWan@abode.org

Any notice of default must be sent by registered mail.

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

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

2.5 Section 16.19 Distribution of Beverages and Water
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 the San Francisco Environment Code Chapter 24, section 2406 (Packaged Water Prohibition).**

2.6 Section 16.24 Additional City Compliance Requirements is hereby added to this Agreement.

16.24 Additional City Compliance Requirements. Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this

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

- 2.7 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

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

- 2.8 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated March 1, 2024), for the period of August 1, 2022 to June 30, 2025.
- 2.9 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated March 1, 2024), for the period of August 1, 2022 to June 30, 2025.
- 2.10 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated March 1, 2024), for the period of August 1, 2022 to June 30, 2025.
- 2.11 Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated March 1, 2024).

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

ABODE SERVICES

DocuSigned by:
By: Shireen McSpadden
Shireen McSpadden
Executive Director

DocuSigned by:
By: Vivian Wan
Vivian Wan
Chief Executive Officer
City Supplier Number: 40774

Approved as to Form:
David Chiu
City Attorney

DocuSigned by:
By: Adam Radtke
Adam Radtke
Deputy City Attorney

Appendix A, Services to be Provided
by
Abode Services
Fiscal Agent Services

I. Purpose of Grant

The purpose of the grant is to provide Fiscal Agent Services (i.e., issue Problem Solving Resolution Financial Assistance) to the Department of Homelessness and Supportive Housing (HSH)- funded grantees providing Problem Solving services in working with people experiencing homelessness. The goal of these services is to support Problem Solving resolutions outside of the Homelessness Response System.

II. Served Population

Grantee shall serve people experiencing homelessness in San Francisco.

III. Referral and Prioritization

All referrals shall be made by HSH-funded Problem Solving providers via the Online Navigation and Entry (ONE) system, in accordance with established Fiscal Agent processes.

IV. Description of Services

Grantee shall provide the following services:

A. Problem Solving Resolution Financial Assistance

Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate financial assistance to support Problem Solving resolutions.

1. In circumstances in which Problem Solving Limited Financial Assistance is being requested by an HSH-funded Problem Solving Provider to achieve a Problem Solving resolution, Grantee shall follow the guidelines and procedures included within the “HSH Problem Solving Guide¹” and the “Fiscal Agent Policy and Procedures²” document. Grantee shall issue Financial Assistance in accordance with the following listed in the documents referenced above:
 - a. Allowable Expenditure Categories;
 - b. Allowable Payment Types; and
 - c. Allowable Limits
2. Upon receipt of documentation, Grantee shall issue Financial Assistance within the timeframe specified.
3. Grantee shall collect and maintain documentation supporting a Problem Solving fund issuance, including but not limited to the “Housing Resolution Plan” and the “Problem Solving Financial Assistance Request Form”, as well as any check, voucher or gift-card payments as specified in the HSH Problem Solving Guide.

¹ HSH Problem Solving Guide: <https://dhsh.box.com/s/jdbkv9vaivcx318eb7dvgt70qzh2s11>

² Fiscal Agent Policy and Procedures: <https://dhsh.box.com/s/dws2fchq3vfg72mhfat1j9tkprj9e49s>

V. Location and Time of Services

Grantee shall provide services in San Francisco, CA, Monday through Friday from 9:00 am to 5:00 pm, except for holidays. Services may be provided at additional times and locations, as needed.

VI. Service Requirements

- A. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- C. 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.
- D. 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.
- E. City Communications, Trainings and Meetings:
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
 - 1. Regular communication to HSH about the implementation of the program;
 - 2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to hearings on issues related to homelessness; and
 - 3. Attendance of trainings, as requested.
- F. 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.

- G. 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.
- H. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants shall participate in annual trainings on harm reduction, overdose recognition and response.
- I. Data Standards:
 - 1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
 - 2. Records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System CDQI Process standards¹.
 - 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
 - 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

J. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy or electronic 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.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives will be monitored by gathering ONE system data and/or by sampling participant files during annual program monitoring visits:

A. Problem Solving Resolution Financial Assistance

1. Grantee shall issue 100 percent of Problem Solving financial assistance within 48 hours from request and in accordance to the “HSH Problem Solving Guide” and the “Fiscal Agent Policy and Procedures” document.

VIII. Outcome Objectives

At this time, there are no outcome objectives identified for Fiscal Agent Services.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, such as the ONE System and CARBON. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data.
- B. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- 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.

- E. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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.

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

- B. Fiscal 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	G	H	I	J	K	L	M	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
2	APPENDIX B, BUDGET													
3	Document Date	3/1/2024												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	8/1/2022	6/30/2024	2										
6	Amended Term	8/1/2022	6/30/2025	3										
7	Provider Name	Abode Services												
8	Program	Problem Solving - Fiscal Agent												
9	FSP Contract ID#	1000026120												
10	Action (select)	Amendment												
11	Effective Date	3/1/2024												
12	Budget Names	Problem Solving - Fiscal Agent												
13		Current	New											
14	Term Budget	\$ 6,018,970	\$ 9,203,615											
15	Contingency	\$ (1,376,206)	\$ 696,385	12%										
16	Not-To-Exceed	\$ 4,642,764	\$ 9,900,000											
					Year 1	Year 2		Year 3			All Years			
17		8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	8/1/2022 - 6/30/2024	8/1/2022 - 6/30/2025	8/1/2022 - 6/30/2025			
18		New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures													
20	Salaries & Benefits	\$ 187,175	\$ 210,241	\$ 78,000	\$ 288,241	\$ -	\$ 299,770	\$ 299,770	\$ 397,416	\$ 377,770	\$ 775,186			
21	Operating Expense	\$ 59,219	\$ 66,540	\$ 19,616	\$ 86,156	\$ -	\$ 62,117	\$ 62,117	\$ 125,759	\$ 81,733	\$ 207,492			
22	Subtotal	\$ 246,394	\$ 276,781	\$ 97,616	\$ 374,397	\$ -	\$ 361,887	\$ 361,887	\$ 523,175	\$ 459,503	\$ 982,678			
23	Indirect Percentage													
24	Indirect Cost (Line 21 X Line 22)	\$ 36,958	\$ 41,517	\$ 14,642	\$ 56,159	\$ -	\$ 54,285	\$ 54,285	\$ 78,475	\$ 68,927	\$ 147,403			
25	Other Expenses (Not subject to indirect %)	\$ 2,857,366	\$ 2,308,765	\$ 2,025,833	\$ 4,222,342	\$ -	\$ 993,828	\$ 993,828	\$ 5,417,319	\$ 2,768,473	\$ 8,073,536			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 3,140,719	\$ 2,627,063	\$ 2,138,091	\$ 4,652,898	\$ -	\$ 1,410,000	\$ 1,410,000	\$ 6,018,969	\$ 3,296,903	\$ 9,203,617			
29														
30	HSH Revenues (select)													
31	Prop C	\$ 3,391,907	\$ 2,627,063	\$ 2,025,833	\$ 4,652,896	\$ -	\$ 1,410,000	\$ 1,410,000	\$ 6,018,970	\$ 3,435,833	\$ 9,454,803			
33	Adjustment to Actuals	\$ (251,188)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (251,188)	\$ (251,188)			
39		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 3,140,719	\$ 2,627,063	\$ 2,025,833	\$ 4,652,896	\$ -	\$ 1,410,000	\$ 1,410,000	\$ 6,018,970	\$ 3,184,645	\$ 9,203,615			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)													
42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
46		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48														
49	Total HSH + Other Revenues	\$ 3,140,719	\$ 2,627,063	\$ 2,025,833	\$ 4,652,896	\$ -	\$ 1,410,000	\$ 1,410,000	\$ 6,018,970	\$ 3,184,645	\$ 9,203,615			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -		\$ -	\$ -			\$ -	\$ -	\$ -			
52	Total Adjusted Salary FTE (All Budgets)	1.83			2.75				2.75					
53														
54	Prepared by	Margaret Alfaro												
55	Phone	(510) 657-7409 x228												
56	Email	Malfaro@abode.org												

	A	O	P	Q	R	S	T	U	V	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	SALARY & BENEFIT DETAIL											
3	Document Date											
4	Provider Name											
	Program											
5												
6	FSP Contract ID#											
	Budget Name											
7	EXTENSION YEAR											
8			Year 3							All Years		
9	POSITION TITLE	7/1/2023 - 6/30/2024	Agency Totals		For HSH Funded Program		7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	8/1/2022 - 6/30/2024	8/1/2022 - 6/30/2025	8/1/2022 - 6/30/2025
10		New					Current/Actuals	Amendment	New	Current/Actuals	Modification	New
11		Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Accounts Payable Specialist	\$ 87,418	\$ 90,915	1.00	100%	1.00		\$ 90,915	\$ 90,915	\$ 165,246	\$ 90,915	\$ 256,161
13	Compliance Specialist III (Fiscal Agent Coordinator)	\$ 74,305	\$ 77,278	1.00	100%	1.00		\$ 77,278	\$ 77,278	\$ 140,459	\$ 77,278	\$ 217,737
14	Compliance Manager/Compliance Coordinator	\$ 34,000	\$ 88,400	1.00	40%	0.40		\$ 35,360	\$ 35,360	\$ -	\$ 69,360	\$ 69,360
15	Sr. Compliance Manager	\$ 5,000	\$ 104,000	1.00	5%	0.05		\$ 5,200	\$ 5,200	\$ -	\$ 10,200	\$ 10,200
16	Financial Associate	\$ 21,000	\$ 72,800	2.00	15%	0.30		\$ 21,840	\$ 21,840	\$ -	\$ 42,840	\$ 42,840
55		\$ 221,724	TOTAL SALARIES				\$ -	\$ 230,593	\$ 230,593	\$ 305,705	\$ 290,593	\$ 596,297
56			TOTAL FTE			2.75						
57		30.00%	FRINGE BENEFIT RATE				30.00%		30.00%			
58		\$ 66,517	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 69,178	\$ 69,178	\$ 91,711	\$ 87,178	\$ 178,889
59		\$ 288,241	TOTAL SALARIES & BENEFITS				\$ -	\$ 299,770	\$ 299,770	\$ 397,416	\$ 377,770	\$ 775,186
60												
61												
62												
63												
64												
65												
66												
67												
68												
69												
70												
71	Contract year	2	3	3	3	3	3	3	3	10	10	10
72	FY begin date	7/1/2023	7/1/2024	7/1/2024	7/1/2024	7/1/2024	7/1/2024	7/1/2024	7/1/2024	8/1/2022	8/1/2022	8/1/2022
73	FY end date	6/30/2024	6/30/2025	6/30/2025	6/30/2025	6/30/2025	6/30/2025	6/30/2025	6/30/2025	7/31/2024	7/31/2025	7/31/2025
74	Document Date	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024	3/1/2024
75	Extension Year		1	1	1	1	1	1	1			

	A	D	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	OPERATING DETAIL										
3	Document Date	3/1/2024									
4	Provider Name	Abode Services									
5	Program	Problem Solving - Fiscal Agent									
6	FSP Contract ID#	1000026120									
7	Budget Name	Problem Solving - Fiscal Agent									
8		EXTENSION YEAR									
9		Year 1	Year 2		Year 3			All Years			
10		8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	8/1/2022 - 6/30/2024	8/1/2022 - 6/30/2025	8/1/2022 - 6/30/2025
11		New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$13,533	\$ 15,206	\$ -	\$15,206		\$ 15,206	\$15,206	\$ 28,739	\$ 15,206	\$ 43,946
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$6,250	\$ 7,023	\$ (4,523)	\$2,500		\$ 2,600	\$2,600	\$ 13,274	\$ (1,923)	\$ 11,350
15	Office Supplies, Postage	\$16,548	\$ 2,863	\$ -	\$2,863		\$ 2,863	\$2,863	\$ 19,411	\$ 2,863	\$ 22,274
16	Building Maintenance Supplies and Repair	\$2,644	\$ 2,971	\$ -	\$2,971		\$ 2,971	\$2,971	\$ 5,614	\$ 2,971	\$ 8,585
17	Printing and Reproduction	\$1,945	\$ 2,185	\$ -	\$2,185		\$ 2,185	\$2,185	\$ 4,130	\$ 2,185	\$ 6,316
18	Insurance		\$ -	\$ -			\$ -		\$ -	\$ -	\$ -
19	Staff Training	\$2,123	\$ 2,386	\$ -	\$2,386		\$ 2,386	\$2,386	\$ 4,509	\$ 2,386	\$ 6,894
20	Staff Travel-(Local & Out of Town)	\$5,877	\$ 8,851	\$ -	\$8,851		\$ 8,851	\$8,851	\$ 14,728	\$ 8,851	\$ 23,579
21	Rental of Equipment	\$1,888	\$ 2,122	\$ -	\$2,122		\$ 2,122	\$2,122	\$ 4,010	\$ 2,122	\$ 6,132
22	Start Up Expenses	\$6,294	\$ 7,073	\$ -	\$7,073		\$ 7,073	\$7,073	\$ 13,367	\$ 7,073	\$ 20,440
23	Courier Services	\$2,116	\$ 15,860	\$ 24,139	\$40,000		\$ 15,860	\$15,860	\$ 17,976	\$ 40,000	\$ 57,976
24			\$ -				\$ -		\$ -	\$ -	\$ -
67											
68	TOTAL OPERATING EXPENSES	\$ 59,219	\$ 66,540	\$ 19,616	\$ 86,156	\$ -	\$ 62,117	\$ 62,117	\$ 125,759	\$ 81,733	\$ 207,492
69											
70	Other Expenses (not subject to indirect cost %)										
71	Problem Solving Direct Financial Assistance	\$ 2,756,572	\$ 2,132,525	\$ 1,792,862	\$ 3,786,854		\$ 891,326	\$ 891,326	\$ 4,889,097	\$ 2,684,188	\$ 7,434,752
72	Above NTE - Withheld pending amendment				\$ -		\$ -		\$ -	\$ -	\$ -
75	Fiscal Agent Subsidy Admin Fees (based on transactions)	\$ 351,982	\$ 176,240	\$ 232,971	\$ 435,488		\$ 102,502	\$ 102,502	\$ 528,222	\$ 335,473	\$ 889,972
76	Adjustment to Actuals	\$ (251,188)		\$ -	\$ -		\$ -	\$ -	\$ -	\$ (251,188)	\$ (251,188)
83											
84	TOTAL OTHER EXPENSES	\$ 2,857,366	\$ 2,308,765	\$ 2,025,833	\$ 4,222,342	\$ -	\$ 993,828	\$ 993,828	\$ 5,417,319	\$ 2,768,473	\$ 8,073,536
85											
86	Capital Expenses										
87			\$ -				\$ -		\$ -	\$ -	\$ -
94											
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96											
97	HSH #3								Template last modified 9/1/2021		

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	3/1/2024		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	8/1/2022	6/30/2024	2
6	Amended Term	8/1/2022	6/30/2025	3
7				
8	Approved Subcontractors			
9				
10	None			
11				
12				
13				
14				
15				
16				
17				

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	3/1/2024											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	8/1/2022	6/30/2024	2									
6	Amended Term	8/1/2022	6/30/2025	3									
7					Year 1		Year 2		Year 3				
8	Service Component				8/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025				
10	Problem Solving Resolution Financial Assistance (Households)				195		505		119				
11													

Appendix C, Method of Payment

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

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

B. Invoicing System:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. 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.

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). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Adult EHV	01/01/23-06/30/25	\$1,342,464.00
Department of Homelessness and Supportive Housing	Adult RRH	01/01/23-06/30/25	\$3,837,300.00
Human Services Agency	CalWORKS Housing Locator, Housing Connector, and C	07/01/22-06/30/25	\$2,842,626.56
Department of Homelessness and Supportive Housing	City Gardens	12/01/22-06/30/26	\$2,618,415.88
Department of Homelessness and Supportive Housing	Problem Solving – Housing Location Assistance	12/01/20-06/30/24	\$1,459,340.00
Department of Homelessness and Supportive Housing	Prop C FHSP	02/15/21-06/30/25	\$2,530,074.00
Department of Homelessness and Supportive Housing	TAY – Emergency Housing Vouchers	03/01/22 – 06/30/24	\$1,152,677.00
Department of Homelessness and Supportive Housing	Verona Hotel	12/01/20 -06/30/25	\$1,694,066.42

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

**SECOND AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
ABODE SERVICES**

THIS AMENDMENT of the **August 1, 2022** Grant Agreement (the "Agreement") is dated as of **July 1, 2025** and is made in the City and County of San Francisco, State of California, by and between **ABODE SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

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

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) "Agreement" shall mean the Agreement dated **August 1, 2022** between Grantee and City; and **First Amendment**, dated **March 1, 2024**.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco

Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **August 1, 2022** and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- (b) The City has options to renew the Agreement for additional years. The City may extend this Agreement beyond the termination date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

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

3.2 Duration of Term. The term of this Agreement shall commence on **August 1, 2022** and expire on **August 31, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

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

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **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, **Six Hundred Ninety Six Thousand Three Hundred Eighty Five Dollars (\$696,385)** is included as a

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

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Thousand Dollars (\$9,900,000).**

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

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

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

5.4 State or Federal Funds.

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

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

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damage 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 10.1 Types and Amounts of Coverage of the Agreement is hereby replaced in its entirety to read as follows:

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

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

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth in the Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102 hshcontracts@sfgov.org
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If to Grantee: Abode Services
40849 Fremont Blvd
Fremont, CA 94538
Attn: Vivian Wan
VWan@abode.org

Any notice of default must be sent by certified mail or other trackable written communication.

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

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

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

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

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

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

Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

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

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

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

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

Appendix A, Services to be Provided (dated July 1, 2025)
 Appendix B, Budget (dated July 1, 2025)
 Appendix C, Method of Payment (dated July 1, 2025)
 Appendix D, Interests in Other City Grants (dated July 1, 2025)

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

17.12 Reserved.

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

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

- 2.16 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2025), for the period of July 1, 2025 to August 31, 2025.
- 2.17 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2025), for the period of August 1, 2022 to August 31, 2025.
- 2.18 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2025).
- 2.19 Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2025).

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

ABODE SERVICES

DocuSigned by:
By Shireen McSpadden 4/21/2025
Shireen McSpadden Date
Executive Director

DocuSigned by:
By Vivian Wan 4/18/2025
Vivian Wan Date
Chief Executive Officer
City Supplier Number: 40774

Approved as to Form:
David Chiu
City Attorney

DocuSigned by:
By Adam Radtke 4/21/2025
Adam Radtke Date
Deputy City Attorney

**Appendix A, Services to be Provided
by
Abode Services
Problem Solving Fiscal Agent**

I. Purpose of Grant

The purpose of the grant is to provide fiscal agent services to the Department of Homelessness and Supportive Housing (HSH)-funded grantees providing problem solving services in working with people experiencing homelessness. The goal of these services is to support problem solving resolutions outside of the homelessness response system.

II. Served Population

Grantee shall serve people experiencing homelessness in San Francisco.

III. Referral and Prioritization

All referrals shall be made by HSH-funded problem solving providers via the Online Navigation and Entry (ONE) system, in accordance with established fiscal agent processes.

IV. Description of Services

Grantee shall provide the following services:

A. Problem Solving Resolution Financial Assistance

Grantee shall provide administrative, financial, and record-keeping functions needed to issue and document timely and accurate financial assistance to support problem solving resolutions.

1. In circumstances in which Problem Solving Limited Financial Assistance is being requested by an HSH-funded problem solving provider to achieve a problem solving resolution, Grantee shall follow the guidelines and procedures included within the [HSH Problem Solving Guide](#)¹ and the [Fiscal Agent Policy and Procedures](#)² document. Grantee shall issue financial assistance in accordance with the following listed in the documents referenced above:
 - a. Allowable Expenditure Categories;
 - b. Allowable Payment Types; and
 - c. Allowable Limits
2. Upon receipt of documentation, Grantee shall issue financial assistance within the timeframe specified.
3. Grantee shall collect and maintain documentation supporting a problem solving fund issuance, including but not limited to the “Housing Resolution Plan” and the “Problem Solving Financial Assistance Request Form,” as well as any check, voucher or gift-card payments as specified in the HSH Problem Solving Guide.

¹ HSH Problem-Solving Guide: <https://dhsh.box.com/s/jdbkv9vaivcx318eb7dvgt70qzh2s11>

² Fiscal Agent Policy and Procedures: <https://dhsh.box.com/s/8cd7ygea6dcck106rtxo9ix7efk8mwp>

V. Location and Time of Services

Grantee shall provide services in San Francisco, CA, Monday through Friday from 9:00 am to 5:00 pm, except for holidays. Services may be provided at additional times and locations, as needed.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee the Grant Plan, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.
- B. B. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- C. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- D. 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.
- E. 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.

F. City Communications, Trainings and Meetings:

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

1. Regular communication to HSH about the implementation of the program;
2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to hearings on issues related to homelessness; and
3. Attendance of trainings, as requested.

G. 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.

H. 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.

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

J. Data Standards:

1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

2. Data entered in the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall 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.

K. Confidentiality:

1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.
2. Grantee shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing.
3. Grantee shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Grantee receives the request. Grantee shall not respond to Legal Requests without first notifying City.
4. In the event that Grantee becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Grantee shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

L. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility documentation in the ONE System and maintain hard copy or electronic 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.

VII. Service Objectives

Grantee shall achieve the following annual service objectives during the term of this grant. All service objectives will be monitored by gathering ONE system data and/or by sampling participant files during annual program monitoring visits:

A. Problem Solving Resolution Financial Assistance

1. Grantee shall issue 100 percent of problem solving financial assistance within 48 hours from request and in accordance to the “HSH problem solving Guide” and the “Fiscal Agent Policy and Procedures” document.
2. Grantee shall ensure that all problem solving direct client assistance expenditures were distributed and recorded in accordance with the problem solving Guide and Fiscal Agent policy document.
3. Grantee shall ensure that all problem solving direct client assistance expenditures include all appropriate program documentation.
4. Grantee shall ensure that all problem solving direct client assistance expenditures include all appropriate financial documentation (including but not limited a Fiscal Agent Checklist-problem solving Resolutions form, valid payee IRS form W-9s, lease agreement, applicable receipts or invoices, and gift card logs for all gift cards distributed to program participants as part of their housing resolution.

VIII. Outcome Objectives

Grantee shall achieve the following annual outcome objectives during the term of this grant. All outcome objectives will be monitored by gathering ONE system data and/or by sampling participant files during annual program monitoring visits.

- A. Grantee shall ensure that 90 percent of households utilizing problem solving fiscal agent services will be able to move into safe indoor housing in accordance with their lease agreement start date.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH, such as the ONE System and CARBON. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data.
- B. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the

Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.

- 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.
- E. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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.

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

- B. Fiscal 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
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	8/1/2022	6/30/2025	3
6	Amended Term	8/1/2022	8/31/2025	4
7				
8	Approved Subcontractors			
10	None.			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
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4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	8/1/2022	6/30/2025	3												
6	Amended Term	8/1/2022	8/31/2025	4												
7					Year 1		Year 2		Year 3		Year 4					
8	Service Component				8/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 8/31/2025					
10	Problem Solving Resolution Financial Assistance (Households)				195		214		500		500*					

	A	B	C	D	E	H	K	N	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
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6	Amended Term	8/1/2022	8/31/2025	4									
7	Provider Name	Abode Services											
8	Program	Problem Solving - Fiscal Agent											
9	FSP Contract ID#	1000026120											
10	Action (select)	Amendment											
11	Effective Date	7/1/2025											
12	Budget Names	Problem-Solving Fiscal Agent											
13		Current	New										
14	Term Budget	\$ 9,506,860	\$ 9,900,000	0%									
15	Contingency	\$ 393,140	\$ -										
16	Not-To-Exceed	\$ 9,900,000	\$ 9,900,000										
					Year 1	Year 2	Year 3	Year 4			All Years		
17		8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 8/31/2025	7/1/2025 - 8/31/2025	7/1/2025 - 8/31/2025	8/1/2022 - 8/31/2025	8/1/2022 - 8/31/2025	8/1/2022 - 8/31/2025			
18		Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures												
20	Salaries & Benefits	\$ 187,175	\$ 288,241	\$ 205,868	\$ -	\$ 49,662	\$ 49,662	\$ 681,284	\$ 49,662	\$ 730,946			
21	Operating Expense	\$ 59,219	\$ 54,266	\$ 54,366	\$ -	\$ 5,555	\$ 5,555	\$ 167,852	\$ 5,555	\$ 173,407			
22	Subtotal	\$ 246,394	\$ 342,507	\$ 260,235	\$ -	\$ 55,217	\$ 55,217	\$ 849,136	\$ 55,217	\$ 904,353			
23	Indirect Percentage												
24	Indirect Cost (Line 21 X Line 22)	\$ 36,958	\$ 51,371	\$ 39,035	\$ -	\$ 8,283	\$ 8,283	\$ 127,364	\$ 8,283	\$ 135,647			
25	Other Expenses (Not subject to indirect %)	\$ 2,857,366	\$ 3,236,380	\$ 2,436,614	\$ -	\$ 329,642	\$ 329,642	\$ 8,530,360	\$ 329,642	\$ 8,860,002			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ -	\$ 393,141	\$ 393,141	\$ 9,506,860	\$ 393,141	\$ 9,900,002			
29													
30	HSH Revenues (select)												
31	Prop C	\$ 3,391,907	\$ 4,652,896	\$ 2,735,883	\$ -	\$ 393,140	\$ 393,140	\$ 10,780,686	\$ 393,140	\$ 11,173,826			
33	Adjustment to Actuals	\$ (251,188)	\$ (1,022,638)	\$ -	\$ -	\$ -	\$ -	\$ (1,273,826)	\$ -	\$ (1,273,826)			
40	Total HSH Revenues	\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ -	\$ 393,140	\$ 393,140	\$ 9,506,860	\$ 393,140	\$ 9,900,000			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)												
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48													
49	Total HSH + Other Revenues	\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ -	\$ 393,140	\$ 393,140	\$ 9,506,860	\$ 393,140	\$ 9,900,000			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -			
52	Total Adjusted Salary FTE (All Budgets)						2.75						
53													
54	Prepared by	Lauryn Young											
55	Phone	510.613.4525											
56	Email	Lyoung@abode.org											
57													
58	Template last modified	9/1/2021											

	A	B	C	D	E	H	K	N	O	P	AI	AJ	AK
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7	Provider Name	Abode Services											
8	Program	Problem Solving - Fiscal Agent											
9	FSP Contract ID#	1000026120											
10	Action (select)	Amendment											
11	Effective Date	7/1/2025											
59	*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.												
60													
61													
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15	Contingency	\$ 393,140	\$ -										
16	Not-To-Exceed	\$ 9,900,000	\$ 9,900,000										
					Year 1	Year 2	Year 3	Year 4			All Years		
					8/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 8/31/2025	7/1/2025 - 8/31/2025	7/1/2025 - 8/31/2025	8/1/2022 - 8/31/2025	8/1/2022 - 8/31/2025	8/1/2022 - 8/31/2025
					Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New
19	Expenditures												
20	Salaries & Benefits				\$ 187,175	\$ 288,241	\$ 205,868	\$ -	\$ 49,662	\$ 49,662	\$ 681,284	\$ 49,662	\$ 730,946
21	Operating Expense				\$ 59,219	\$ 54,266	\$ 54,366	\$ -	\$ 5,555	\$ 5,555	\$ 167,852	\$ 5,555	\$ 173,407
22	Subtotal				\$ 246,394	\$ 342,507	\$ 260,235	\$ -	\$ 55,217	\$ 55,217	\$ 849,136	\$ 55,217	\$ 904,353
23	Indirect Percentage				15.00%	15.00%	15.00%	15.00%		15.00%			
24	Indirect Cost (Line 22 X Line 23)				\$ 36,958	\$ 51,371	\$ 39,035	\$ -	\$ 8,283	\$ 8,283	\$ 127,364	\$ 8,283	\$ 135,647
25	Other Expenses (Not subject to indirect %)				\$ 2,857,366	\$ 3,236,380	\$ 2,436,614	\$ -	\$ 329,642	\$ 329,642	\$ 8,530,360	\$ 329,642	\$ 8,860,002
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total Expenditures				\$ 3,140,719	\$ 3,630,258	\$ 2,735,883	\$ -	\$ 393,141	\$ 393,141	\$ 9,506,860	\$ 393,141	\$ 9,900,002
29													
30	HSH Revenues (select)												
31	Prop C				\$ 3,391,907	\$ 4,652,896	\$ 2,735,883		\$ 393,140	\$ 393,140	\$ 10,780,686	\$ 393,140	\$ 11,173,826
33	Adjustment to Actuals				\$ (251,188)	\$ (1,022,638)					\$ (1,273,826)	\$ -	\$ (1,273,826)
40	Total HSH Revenues				\$ 3,140,719.00	\$ 3,630,258	\$ 2,735,883	\$ -	\$ 393,140	\$ 393,140	\$ 9,506,860	\$ 393,140	\$ 9,900,000
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)												
46										\$ -	\$ -	\$ -	\$ -
47	Total Other Revenues				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48													
49	Total HSH + Other Revenues				\$ 3,140,719.00	\$ 3,630,258	\$ 2,735,883	\$ -	\$ 393,140	\$ 393,140	\$ 9,506,860	\$ 393,140	\$ 9,900,000
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -
52													
53	Prepared by	Lauryn Young											
54	Phone	510.613.4525											
55	Email	Lyoung@abode.org											

	A	B	C	D	E	F	I	J
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	SALARY & BENEFIT DETAIL							
3	Document Date	7/1/2025						
4	Provider Name	Abode Services						
5	Program	Problem Solving - Fiscal Agent						
6	F\$P Contract ID#	1000026120						
7	Budget Name	Problem-Solvin						
8		Year 1						
9	POSITION TITLE	Agency Totals		For HSH Funded Program		8/1/2022 - 6/30/2023	Agency Totals	
Current/Actuals								
10			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)
11								
12	Accounts Payable Specialist	\$ 84,872	1.00	92%	0.92	\$ 77,828	\$ 87,418	1.00
13	Compliance Specialist III (Fiscal Agent Coordinator)	\$ 72,141	1.00	92%	0.92	\$ 66,153	\$ 74,305	1.00
14	Compliance Manager/Compliance Coordinator	\$ -					\$ 85,000	1.00
15	Sr. Compliance Manager	\$ -					\$ 100,000	1.00
16	Financial Associate						\$ 70,000	2.00
55		TOTAL SALARIES				\$ 143,981		
56		TOTAL FTE			1.83		EMPLOYEE TOTAL	
57		FRINGE BENEFIT RATE			30.00%			
58		EMPLOYEE FRINGE BENEFITS			\$ 43,194			
59		TOTAL SALARIES & BENEFITS			\$ 187,175			
60								
61								
62								

	A	K	L	M	P	Q	R	S
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	SALARY & BENEFIT DETAIL							
3	Document Date							
4	Provider Name							
5	Program							
6	FSP Contract ID#							
7	Budget Name							
8		Year 2			Year 3			
9	POSITION TITLE	For HSH Funded Program		7/1/2023 - 6/30/2024	Agency Totals		For HSH Funded Program	
Current/Actuals								
10		% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE
11								
12	Accounts Payable Specialist	100%	1.00	\$ 87,418	\$ 90,915	1.00	62%	0.62
13	Compliance Specialist III (Fiscal Agent Coordinator)	100%	1.00	\$ 74,305	\$ 77,278	1.00	80%	0.80
14	Compliance Manager/Compliance Coordinator	40%	0.40	\$ 34,000	\$ 88,400	1.00	40%	0.40
15	Sr. Compliance Manager	5%	0.05	\$ 5,000	\$ 104,000	1.00	5%	0.05
16	Financial Associate	15%	0.30	\$ 21,000	\$ 72,800	1.00	10%	0.10
55		TOTAL SALARIES		\$ 221,724	TOTAL SALARIES			
56		TOTAL FTE	2.75		TOTAL FTE 1.97			
57		FRINGE BENEFIT RATE		30.00%	FRINGE BENEFIT RATE			
58		EMPLOYEE FRINGE BENEFITS		\$ 66,517	EMPLOYEE FRINGE BENEFITS			
59		TOTAL SALARIES & BENEFITS		\$ 288,241	TOTAL SALARIES & BENEFITS			
60								
61								
62								

	A	T	W	X	Y	Z	AA	AB
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	EXTENSION YEAR						
8			Year 4					
9	POSITION TITLE	7/1/2024 - 6/30/2025	Agency Totals		For HSH Funded Program		7/1/2025 - 8/31/2025	7/1/2025 - 8/31/2025
10		Current/Actuals					Current/Actuals	Amendment
11		Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change
12	Accounts Payable Specialist	\$ 56,026	\$ 94,551	1.00	100%	1.00		\$ 15,759
13	Compliance Specialist III (Fiscal Agent Coordinator)	\$ 61,822	\$ 80,369	1.00	100%	1.00		\$ 13,395
14	Compliance Manager/Compliance Coordinator	\$ 35,360	\$ 91,936	1.00	40%	0.40		\$ 6,129
15	Sr. Compliance Manager	\$ 5,200	\$ 108,160	1.00	5%	0.05		\$ 901
16	Financial Associate	\$ 7,280	\$ 75,712	2.00	15%	0.30		\$ 3,786
55		\$ 165,689	TOTAL SALARIES				\$ -	\$ 39,969
56			TOTAL FTE		2.75			
57		24.25%	FRINGE BENEFIT RATE			24.25%		
58		\$ 40,180	EMPLOYEE FRINGE BENEFITS			\$ -	\$ 9,692	
59		\$ 205,868	TOTAL SALARIES & BENEFITS			\$ -	\$ 49,662	
60								
61								
62								

	A	AC	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				
2	SALARY & BENEFIT DETAIL				
3	Document Date				
4	Provider Name				
5	Program				
6	FSP Contract ID#				
7	Budget Name				
8			All Years		
9	POSITION TITLE	7/1/2025 - 8/31/2025	8/1/2022 - 8/31/2025	8/1/2022 - 8/31/2025	8/1/2022 - 8/31/2025
10		New	Current/Actuals	Modification	New
11		Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Accounts Payable Specialist	\$ 15,759	\$ 221,272	\$ 15,759	\$ 237,031
13	Compliance Specialist III (Fiscal Agent Coordinator)	\$ 13,395	\$ 202,281	\$ 13,395	\$ 215,676
14	Compliance Manager/Compliance Coordinator	\$ 6,129	\$ 69,360	\$ 6,129	\$ 75,489
15	Sr. Compliance Manager	\$ 901	\$ 10,200	\$ 901	\$ 11,101
16	Financial Associate	\$ 3,786	\$ 28,280	\$ 3,786	\$ 32,066
55		\$ 39,969	\$ 531,393	\$ 39,969	\$ 571,363
56					
57		24.25%			
58		\$ 9,692	\$ 149,891	\$ 9,692	\$ 159,583
59		\$ 49,662	\$ 681,284	\$ 49,662	\$ 730,946
60					
61					
62					

[illegible]

BUDGET NARRATIVE

Problem-Solving Fiscal Agent

Fiscal Year

FY25-26

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

Fiscal Term Start Fiscal Term End
7/1/2025 8/31/2025

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
Accounts Payable Specialist	1.00	\$ 15,759	Full time accounts payable staff to process checks, prepare invoicing to the county, and ensure vendors are set up quickly.	1 X \$84,872	Rhine Himan, Shruthi Nanjundegowda, Navneet Sarna, Swapna Deshmukh, Sushma Gokalgandhi
Compliance Specialist III (Fiscal Agent Coor	1.00	\$ 13,395	Coordinator of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	1 X \$72,141	Dakota Nguyen
Compliance Manager/Compliance Coordina	0.40	\$ 6,129	Manager of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	0.4 x \$80,000	Genesis Morales
Sr. Compliance Manager	0.05	\$ 901	Senior Manager of the fiscal agent component. Responsible for compliance check cutting and coordination with delivery and referring agencies.	0.05x \$98,800	Stephanie Suchit
Financial Associate	0.30	\$ 3,786	Full time Financial Associate staff to audit, verify, and process purchase orders in coordination with Compliance staff.	0.30 x \$70,000	Matthew Kohlman
TOTAL	2.75	\$ 39,969			
<u>Employee Fringe Benefits</u>			<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 30% of total salaries.</u>		
		\$ 9,692			
Salaries & Benefits Total		\$ 49,662			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 3,802	Represents proportionate cost of "co-working" space.	\$1,267 X 3 months
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 433	Represents cell phones and any internet connection in "co-working" space.	\$216 X 2 months
Office Supplies, Postage	\$ 800	Office supplies to operate and provide oversight to programs. Includes USPS costs.	400 x 2 months
Building Maintenance Supplies and Repair	\$ 167	Office cleaning and maintenance needs	\$83 X 2 months
Rental of Equipment	\$ 354	Cost for rental of copy machine starting in FY 22.	\$176 X 2 months
TOTAL OPERATING EXPENSES	\$ 5,555		
Indirect Cost	15.0% \$ 8,283		

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Fiscal Agent Direct Client Assistance	\$ 293,015	Eligible financial assistance for problem-solving households through other providers. Now broken out into individual lines for each provider	Financial Assistance as needed
Fiscal Agent Subsidy Admin Fees (based on transactions)	\$ 36,627	based upon transactions	12.5% of Direct Client Assistance
TOTAL OTHER EXPENSES	\$ 329,642		

Appendix C, Method of Payment

I. Reimbursement for Actual Costs:

In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal:

Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.

- A. Grantee shall submit all invoices and any related documentation required in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

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

E. Invoicing System:

1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special written approval from the HSH Contracts Manager.

F. Line Item Variance:

There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, Indirect and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. Spend Down:

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract

and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

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

H. Documentation and Record Keeping:

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

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

Our City, Our Home (Prop C)	
Type	Instructions and Examples of Documentation
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

III. Advances or Prepayments:

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

A. Advance Requirements:

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

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

B. Advance Request Process:

1. Grantee shall submit a written request to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month of the total ongoing fiscal year General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than one month of the ongoing fiscal year budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated to ensure cash flow and repayment. HSH will track advance recoupment on a monthly basis using internal tools in order to avoid any overpayment and prevent further loss of City funds.
2. All advance repayments must be recovered within the fiscal year for which they were made but no later than April invoices submitted in May.
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 wire transfer or by check, in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

IV. Timely Submission of Reports and Compliance:

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Adult Emergency Housing Voucher (EHV)	January 1, 2023 - June 30, 2025 (Pending Amendment)	\$5,320,468
Department of Homelessness and Supportive Housing	Adult Rapid Rehousing (RRH)	January 1, 2023 - June 30, 2025 (Pending Amendment)	\$9,891,605
Human Services Agency	CalWORKS Housing Locator & Housing Connector	July 1, 2022 – June 30, 2025	\$9,081,373
Department of Homelessness and Supportive Housing	City Gardens Support Services	December 1, 2022 - June 30, 2026	\$11,334,768
Department of Homelessness and Supportive Housing	Problem Solving – Housing Location Assistance	December 1, 2020 - June 30, 2026	\$9,900,000
Department of Homelessness and Supportive Housing	Prop C Flexible Housing Subsidy Pool (FHSP)	February 15, 2021- June 30, 2026	\$17,918,683
Department of Homelessness and Supportive Housing	Prevention – Fiscal Agent	April 1, 2024 – June 30, 2026	\$9,900,000
Department of Homelessness and Supportive Housing	Transitional Age Youth (TAY) Emergency Housing Voucher (EHV)	March 1, 2022 – June 30, 2026	\$3,884,870
Department of Homelessness and Supportive Housing	Adult Shallow Subsidy	July 1, 2024 – June 30, 2026	\$2,576,204



San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 250684

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

5. CONTRACTOR	
NAME OF CONTRACTOR Abode Services	TELEPHONE NUMBER 510-270-1111
STREET ADDRESS (including City, State and Zip Code) 40849 Fremont Blvd, Fremont, CA 94538	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250684
DESCRIPTION OF AMOUNT OF CONTRACT \$17,136,514		
NATURE OF THE CONTRACT (Please describe) <p>The third amendment to the grant agreement between Abode Services and the Department of Homelessness and Supportive Housing ("HSH"), for problem solving fiscal agent services, extending the term by 22 months from August 31, 2025, for a total term of August 1, 2022, through June 30, 2027, and increasing the agreement amount by \$7,236,514 for a new total amount not to exceed \$17,136,514.</p>		

7. COMMENTS

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Wan	Vivian	CEO
2	Reiber	John	CFO
3	Neuner	Kevin	COO
4	white	Darrien	Board of Directors
5	Angle	Rohit	Board of Directors
6	Stolarzyk	Lynette	Board of Directors
7	Inamdar	Reshma	Board of Directors
8	Smith	Ken	Board of Directors
9	Sipili	Claudine	Board of Directors
10	Beri	Vishnu	Board of Directors
11	Bhasin	Sameer	Board of Directors
12	Domantay	John	Board of Directors
13	Yu	Olivia	Board of Directors
14	Benitez	Oscar	Board of Directors
15	Danner	Ann	Board of Directors
16	Kakatin	Jennifer	Board of Directors
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
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9. AFFILIATES AND SUBCONTRACTORS

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

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

10. VERIFICATION

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

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

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Grant Agreement Amendment - Abode Services - Program - Not to Exceed \$17,136,514
DATE: June 17, 2025

Resolution approving the third amendment to the grant agreement between Abode Services and the Department of Homelessness and Supportive Housing ("HSH"), for problem solving fiscal agent services, extending the term by 22 months from August 1, 2025, for a total term of August 1, 2022, through June 30, 2027, and increasing the agreement amount by \$7,236,514 for a new total amount not to exceed \$17,136,514, and authorizing HSH to enter into any amendments or other modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the Agreement.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org