

File No. 240152

Committee Item No. 13

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 1, 2024

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER (Use back side if additional space is needed)

- Executed Grant Agreement 3/1/2020
- Amendment No. 1 7/1/2020
- Amendment No. 2 12/1/2021
- Amendment No. 3 7/1/2022
- Amendment No. 4 7/1/2023
- Housing and Supportive Services RFQ 9/1/2019
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date April 25, 2024

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Grant Amendment - Tenderloin Housing Clinic, Inc. - Justice-Involved Transitional Housing  
and Supportive Services Program - Not to Exceed \$11,143,960]

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3 **Resolution approving a fifth amendment to Contract No. 1000020198 for the Justice-**  
4 **Involved Housing and Supporting Services Program between Tenderloin Housing**  
5 **Clinic, Inc. and the City and County of San Francisco, acting by and through its Adult**  
6 **Probation Department, to increase the grant amount by \$1,214,651 for a total not to**  
7 **exceed amount of \$11,143,960 with Board of Supervisors' approval under Charter,**  
8 **Section 9.118, and with no change to the grant term.**

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10 WHEREAS, The Tenderloin Housing Clinic, Inc. - Justice-Involved Transitional Housing and  
11 Supportive Services Program provides transitional housing and supportive services to justice  
12 involved individuals, ages 18 and older, who are residents of San Francisco; and

13 WHEREAS, The Program serves over 60 clients annually; and

14 WHEREAS, The Program fulfills Housing and Supportive Services included in the Adult  
15 Probation Department's competitive solicitation issued on July 5, 2019; and

16 WHEREAS, The Adult Probation Department entered into a grant agreement with the  
17 Tenderloin Housing Clinic, INC. effective March 1, 2020, through February 28, 2022, with a  
18 not to exceed amount of \$ 5,745,022; and

19 WHEREAS, The Adult Probation Department amended the original grant agreement on  
20 July 1, 2020, to decrease the grant not to exceed amount to \$5,515,571; and

21 WHEREAS, The Adult Probation Department entered into a second amendment to the  
22 grant agreement with the Tenderloin Housing Clinic, Inc. on December 1, 2021, to increase  
23 the grant not to exceed amount to \$6,336,425 and to extend the grant term to June 30, 2022;  
24 and

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1           WHEREAS, The Adult Probation Department entered into a third amendment to the  
2 grant agreement with the Tenderloin Housing Clinic, Inc. on July 1, 2022, to increase the  
3 grant not to exceed amount to \$8,706,081 and to extend the grant term to June 30, 2024; and

4           WHEREAS, The Adult Probation Department entered into a fourth amendment to the  
5 grant agreement with the Tenderloin Housing Clinic, Inc. on July 1, 2023, to increase the  
6 grant not to exceed amount to \$9,929,309; and

7           WHEREAS, The City and County of San Francisco wishes to enter into a fifth  
8 amendment to the grant agreement with the Tenderloin Housing Clinic, Inc. to increase the  
9 grant amount by \$1,214,651 for a revised not to exceed amount of \$11,143,960; now  
10 therefore be it

11           RESOLVED, Under San Francisco Charter, Section 9.118, that the Board of  
12 Supervisors hereby authorizes the City to enter into the fifth amendment to the grant  
13 agreement between the City and County of San Francisco and Tenderloin Housing Clinic,  
14 Inc., increasing the grant amount by \$1,214,651 for a total not to exceed amount of  
15 \$11,143,960; and, be it

16           FURTHER RESOLVED, That within thirty (30) days of the modification being fully  
17 executed by all parties, the Adult Probation Department shall provide the final grant  
18 agreement to the Clerk of the Board for inclusion into the official file.

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1 Recommended:

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4 \_\_\_\_\_ /s/

5 CRISTEL TULLOCK

6 Department Head

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<p><b>Item 13</b> <b>File 24-0152</b></p>	<p><b>Department:</b> Adult Probation</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve the fifth amendment of the grant agreement between Adult Probation Department (ADP) and Tenderloin Housing Clinic to provide transitional housing to justice-involved adults in San Francisco, increasing the not-to-exceed amount by \$1,214,651 to \$11,143,960. The term of the grant is unchanged and ends on June 30, 2024.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• Tenderloin Housing Clinic entered into an agreement with ADP in March 2020 to provide three housing programs for justice-involved individuals in San Francisco: (1) an 89-unit, two-site Clean &amp; Sober transitional housing program; (2) a 15-unit single-site emergency stabilization program for adults referred from Collaborative Courts; and (3) a short-term rental subsidy program.</li> <li>• Due to poor enrollment and performance, Tenderloin Housing Clinic and ADP modified the grant-funded programming to remove the rental subsidy program, change the emergency housing program to transitional housing for any justice-involved adult, and transfer one of the transitional housing sites to another APD provider.</li> <li>• Property conditions at the current sites have not been inspected since 2022. At that time, monitoring found 39 percent vacancy at one site and did not inspect vital health and safety standards at another site.</li> <li>• Program occupancy has improved in the most recent quarterly reports, though exits to reliable housing from one transitional housing program remain below performance standards (40 percent) at 12 percent.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed not-to-exceed amount of \$11,143,960 is based on historical budgeted grant spending plus actual and projected spending in FY 2023-24 and is 1 percent greater than the total projected spending of \$10,989,266, providing a small contingency should actual spending needs be higher than budgeted.</li> <li>• The grant is funded entirely by General Fund monies.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• The programming under this grant has changed significantly since its original implementation. While the target population has been expanded in order to maintain adequate enrollment, the overall number of units available has decreased by approximately 30 percent and the rental subsidy program no longer exists. Grant costs have remained consistent year-to-year through these reductions.</li> <li>• The proposed amendment retroactively funds expenses incurred beyond the \$10 million threshold for Board of Supervisors approval, from January 2024 through June 2024.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approval of the proposed resolution is a policy matter for the Board of Supervisors.</li> </ul>	

## 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

### Solicitation and Procurement

In 2019, the Adult Probation Department (ADP) issued a Request for Qualifications (RFQ) for nonprofit organizations to provide housing and supportive services for justice-involved adults in San Francisco.<sup>1</sup> The total not-to-exceed amount between all grant agreements awarded under the RFQ was \$15,000,000 annually. Any grant agreement awarded would have an original term of two years with the option to extend the contract for an additional three-year term, for a total of five years.

Eight organizations responded to the RFQ, and seven met the minimum qualification score of 70 points needed to enter contract negotiations. Three reviewers scored proposals based on project narrative and estimated budget (75 points) and agency/staff qualifications (25 points).<sup>2</sup> Scores from the qualifying providers are shown in Exhibit 1 below.

### Exhibit 1: Qualified Proposals and Scores from 2019 RFQ

Service Provider	Score (Out of 100)
Center on Juvenile and Criminal Justice	95
Tenderloin Housing Clinic	94
Phatt Chance Community Services	94
Episcopal Community Services	92
Bayview Senior Services	91.33
Recovery Survival Network	82.67
Westside Community Services	64.33

Source: ADP

According to ADP Deputy Director of Administration and Finance Taras Madison, the Department generally has two years to issue awards for any grant agreement under an RFQ. Organizations

<sup>1</sup> RFQ #ADP2019-02.

<sup>2</sup> The evaluation panel consisted of an ADP Public Service Aide, a staff person from the San Francisco Housing Rights Committee, and a director of case management services at UCSF.

earning a minimum qualifying score are placed on a pre-qualification list and are selected for grants as new programs are needed.

**Contract History**

Based on their qualifying RFQ score and subsequent negotiations, ADP awarded a grant agreement to Tenderloin Housing Clinic (THC) for an amount not to exceed \$5,745,022 and a term of 48 months beginning March 1, 2020, through February 28, 2022. According to ADP staff, THC provided this service under a prior grant as well.

The contract agreement between ADP and Tenderloin Housing Clinic has been amended four times since its original execution. The revision history is shown in Exhibit 2 below.

**Exhibit 2: Executed Contract History**

Version	Executed	Term	Total NTE	Change in NTE
<b>Original</b>	Mar 1, 2020	Mar 1 2020 - Feb 28 2022	\$5,745,022	-
<b>Amendment 1</b>	July 1, 2021	Mar 1 2020 - Feb 28 2022	\$5,515,571	-229,451
<b>Amendment 2</b>	Dec 1, 2021	Mar 1 2020 - Jun 30 2022	\$6,336,425	820,854
<b>Amendment 3</b>	July 1, 2022	Mar 1 2020 - Jun 30 2024	\$8,706,081	2,369,656
<b>Amendment 4</b>	July 1, 2023	Mar 1 2020 - Jun 30 2024	\$9,929,309	1,223,228

Source: ADP

The amendments shown above did not require Board approval as the total not-to-exceed amount for each version of the agreement did not surpass \$10 million. However, beginning with Amendment No. 3, the contract term was extended without allocating sufficient spending authority for the entire term. According to the agreements’ budget appendices, the not-to-exceed amount established under Amendment No. 3 only budgeted funds from July 1, 2022, through June 30, 2023, while Amendment No. 4 only included an additional six-month budget through December 31, 2023. According to ADP staff, the Department’s historical practice has been to fund and amend contracts on an annual basis. Only half of FY 2023-24 was funded because contract spending reached the \$10 million threshold for Board of Supervisors’ approval.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the fifth amendment to the grant agreement between Tenderloin Housing Clinic and the Department of Adult Probation, increasing the not-to-exceed amount by \$1,214,651 for a total amount not to exceed \$11,143,960. As established in the third amendment to the contract, the term of the grant agreement remains from March 1, 2020, through June 30, 2024.

**Contract Terms**

Per their original agreement with ADP, Tenderloin Housing Clinic was to operate three housing programs for justice-involved adults in San Francisco:

- (1) Clean and Sober Transitional Housing: Tenderloin Housing Clinic's New Horizons and New Roads programs provided up to 89 units of transitional housing (up to 12 months) for ADP clients completing 180 days of residential drug treatment or those with Enhanced Outpatient Program status.<sup>3</sup> The units are located at the Drake Hotel (235 Eddy, up to 60 units) and previously at the Hart Hotel (93 Sixth Street, up to 29 units) under master leases. Under the agreement, THC is responsible for providing case management services and property management at each site. Clients enrolled in these programs will work with program staff to enroll in benefits, create a savings account and to secure permanent stable housing upon their exit, no more than 12 months after program entry. As discussed below, programming has been revised since the original agreement was executed.
- (2) Stabilization Housing provides up to 15 units of emergency housing for ADP clients under the purview of the Collaborative Courts system. The program was initially at the Broadway Hotel (2048 Polk); however, it moved to the Sharon Hotel (226 Sixth Street) in 2022. Tenderloin Housing Clinic provides property management.
- (3) The Rental Subsidy Program provided a monthly housing grant up to \$350 per month over a maximum of six months for ADP clients trying to transition into market rate permanent housing. On a case-by-case basis, clients may instead receive a one-time grant to assist with eviction prevention, move-in costs, or other housing expenses. Clients must have a 90-day employment history and minimum monthly income of \$2,200 to be eligible for the subsidy. As discussed below, this program was terminated in 2021.

The contract requires that Tenderloin Housing Clinic maintain the staff necessary for property management and to assist clients with exits to permanent housing. ADP provides case managers to clients under a separate agreement. Although the agreement provides a line-item budget, it does not specify how many FTE positions are funded by grant monies. ADP staff informed the BLA that specific FTE positions are determined and mutually agreed upon at the beginning of every budget period by Tenderloin Housing Clinic and ADP.

### **Monitoring and Compliance**

Per the contract, Tenderloin Housing Clinic must submit quarterly and annual reports to ADP. They include information on enrollment, exit, and entry and are used to measure adherence to the performance measures established in the contract. ADP monitors data provided by THC and conducts periodic site visits. ADP provided the last eighteen months of quarterly reports to the BLA for evaluation and are included in Exhibit 3 below.

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<sup>3</sup> Per the California Department of Corrections, Enhanced Outpatient Programming refers to a mental health outpatient program whose goal is to provide clinical intervention to return justice involved individuals to the least restrictive clinical and custodial environment.



**Exhibit 3: Performance Outcomes July 2022 through December 2023**

<b>Metric</b>	<b>FY 2022-23</b>	<b>FY 2024 Q1/Q2</b>
<b><i>Transitional Housing (New Horizons at Drake Hotel)</i></b>		
Occupancy at 80% (38/48 beds)	Achieved: 80%	Achieved: 85%
Reduce homelessness by 14,600 days annually (or 7,320 every six months)	Achieved: 14,576 days	Achieved: 8,649 days
	Not Achieved (8%): 96 clients, 17 completed program, 8 obtained housing	Not Achieved (12%): 7/57 clients obtained housing
40% exits to permanent housing placements		
<b><i>Stabilization Housing (Leroy Looper at Sharon Hotel)</i></b>		
Occupancy at 80% (12/15 beds)	Not Achieved: 73%	Achieved: 82%
Reduce homelessness by 4,380 days annually (or 2,190 every six months)	Not Achieved: 3,983 days	Achieved: 2,668 days
	Not Achieved (10%): 2/20 clients obtained housing	Achieved (40%): 2/5 clients obtained housing
40% exits to permanent housing placements		
<b><i>Participant Satisfaction of 85%</i></b>	Not reported	Not reported

Source: ADP

Notes: The Clean and Sober Transitional Housing program at the Drake Hotel was opened to all justice-involved individuals in need of housing in Q3 of FY 2023.

The Leroy Looper residence transitioned from emergency housing to housing for any justice-involved individual that had successfully completed residential drug treatment or another transitional housing program in Q3 of FY 2023.

Reducing homelessness is calculated by: program capacity bed count x 365 x 80% occupancy.

### **Program Operations**

Adult Probation and Tenderloin Housing Clinic has had to modify programs due to low enrollment and outcomes, detailed below.

#### ***Rental Subsidy Program***

According to ADP staff, the Tenderloin Housing Clinic and Adult Probation ended the rental subsidy program in 2021 due to its poor performance. The program was eliminated from the grant agreement after the second amendment of the contract.

#### ***Transitional Housing Programs***

Hart Hotel: Due to low enrollment and performance, the Transitional Housing Program at the Hart Hotel was terminated in December 2021. THC maintained the lease through December 2023, after which it was transitioned to Westside Community Services, a non-profit service

provider. Westside began providing services at the Hart Hotel in 2022, which is now used for the Billie Holiday Navigation Center, another ADP reentry program.<sup>4</sup>

Drake and Sharon Hotels: In the first half of FY 2022-2023, program staff responded to the continued low enrollment of the transitional living and stabilization housing programs by expanding the scope of their target populations. Clean and Sober transitional living at the Drake Hotel was expanded to include any justice-involved individual in San Francisco as opposed to ADP clients exclusively, and is no longer a clean and sober program.<sup>5</sup> Around the same time, the stabilization housing program at the Sharon Hotel—also known as the Leroy Looper program—evolved from being an emergency housing program for the Collaborative Courts to a de-facto transitional housing “graduate program” for any justice-involved adult in San Francisco that had completed at least six months of residential drug treatment or another transitional housing program.

Performance has improved since Q1/Q2 of FY 2023 due to the expansion of eligibility in Q3; occupancy rates have improved at both the Drake and Sharon hotels. However, even with the expansion, the transitional housing program at the Drake Hotel continues to underperform in placements to permanent housing with only 7 of the 57 programs exiting achieving stable permanent housing upon exiting, or 12.3 percent.

Tenderloin Housing Clinic has never conducted a participant satisfaction survey as required under the contract. ADP staff informed the BLA they intend to roll out surveys in the future and that the Department has not yet implemented this requirement.

#### *Property Conditions*

The grant agreement with Tenderloin Housing Clinic requires quarterly inspections of program properties. Inspections evaluate the building and its units through a series of health and safety criteria on a pass/fail basis. According to ADP staff, informal site visits occur regularly but the most recent formal visit took place in 2022. Short staffing prevented a 2023 site visit and official visits are expected to resume in 2024.

Hart Hotel: ADP has never completed a formal inspection of site conditions at the Hart Hotel.

Drake Hotel: The 2022 inspection at the Drake Hotel passed the building on all but one of the 31 evaluated health and safety criteria. Of the 41 units assessed in 2022, 16 were vacant, 12 failed, and 13 passed. According to ADP staff, as of April 9, 2024 the Drake Hotel had three vacancies.

The Stabilization Program moved from the Broadway Hotel to the Sharon Hotel in 2022 due to poor site conditions at the Broadway Hotel. The formal inspection of the Sharon Hotel in 2022

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<sup>4</sup> According to ADP’s grant agreement with Westside, the Billie Holiday program provides transitional housing, case management, meals, and other programming. According to data provided by ADP, the program had a 79% occupancy rate for FY 2022-23, provided clients with service plans and referrals, and resulted in 48 percent of clients exiting to permanent housing (the exit target in the grant agreement is 40 percent).

<sup>5</sup> Deputy Director Madison informed the BLA that the occupancy at the Drake was not an issue until other transitional housing programs were opened, which provided clients with more housing choices.

evaluated the premises based on 24 criteria. Of these 24, the building failed on 2 and passed on 10. The inspection document gave a “did not inspect” comment for the remaining 12 metrics which includes but is not limited to inspection of the plumbing systems, locks and security devices, smoke alarms, and fire extinguishers. ADP staff informed the BLA these standards are not inspected in a block rental building. The inspection also evaluated the 12 units at the Sharon Hotel and passed only two of the twelve. The remaining units failed on the basis of needing repairs, paint, new furniture or bedding, odor abatement, and/or cleaning.

#### *Corrective Actions*

Tenderloin Housing Clinic is required under the grant agreement to review and update a Grantee Operations Matrix (GOM) on a quarterly basis that monitors contract compliance, reports on goal achievement, and solicits feedback from ADP as needed. According to ADP staff, the GOM document was changed to a “Notice of Contract Operations Requirement” system wherein ADP relays corrective requirements in line with contract compliance to Tenderloin Housing Clinic on an as-needed basis. One corrective action was issued in January 2023 because THC staff did not attend a weekly meeting with ADP staff.

#### *Financial Monitoring*

According to the FY 2022-23 Annual Report of the Citywide Nonprofit Monitoring and Capacity Building Program, THC was reviewed for compliance with financial health and governance best practices and had no findings.

### **FISCAL IMPACT**

The proposed resolution would increase the not-to-exceed amount of the grant agreement between Tenderloin Housing Clinic and ADP by \$1,214,651 for a total amount not to exceed \$11,143,960. The proposed resolution would retroactively approve funds disbursed under the agreement beginning on January 1, 2024, and fund operations through June 30, 2024. According to ADP staff, the proposed amendment is late coming to the Board of Supervisors because ADP was busy procuring new housing providers in 2023. Awards are pending and the final grant amounts depend on the FY 2024-25 approved budget.

Exhibit X below shows actual spending through December 2023 and the proposed \$1.2 million increase, which is included in the FY 2023-24 figures.

**Exhibit X: Grant Spending**

	Actual	Actual	Actual	Actual	Actual & Projected	
<b>Budget</b>	<b>FY 2019-20*</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24**</b>	<b>Total</b>
Salaries & Benefits	266,816	1,042,301	882,586	883,559	1,043,210	4,118,473
Operating Expense	65,932	231,233	340,791	283,718	342,598	1,264,273
Indirect Costs (11.5%)	38,266	146,571	132,757	134,237	165,098	616,929
Lease Expenses	311,122	1,137,646	1,222,710	1,214,055	1,363,673	5,249,205
Rental Subsidies	0	0	0	0	0	0
<b>Total</b>	<b>682,136</b>	<b>2,557,751</b>	<b>2,578,844</b>	<b>2,515,569</b>	<b>2,914,579</b>	<b>11,248,880</b>
<b>Less: Tenant Income</b>	<b>(24,134)</b>	<b>(72,527)</b>	<b>(59,066)</b>	<b>(62,758)</b>	<b>(41,129)</b>	<b>(259,614)</b>
<b>Net Cost To City</b>	<b>658,002</b>	<b>2,485,224</b>	<b>2,519,778</b>	<b>2,452,811</b>	<b>2,873,450</b>	<b>10,989,266</b>

Source: ADP and Proposed Fifth Amendment

Notes: FY 2019-20 values are 3/1/2020 – 6/30/2020. FY 2023-24 values include actual spending through December 2023 and proposed spending June 2024. Tenant income refers to tenants who live in buildings leased for the grant-funded programs but are not ADP clients.

The proposed not-to-exceed amount of \$11,143,960 is based on historical budgeted grant spending plus actual and projected spending in FY 2023-24 and is 1 percent greater than the total projected spending of \$10,989,266, providing a small contingency should actual spending needs be higher than budgeted.

**Source of Funds**

According to ADP, the grant program is fully funded by General Fund monies.

**POLICY CONSIDERATION**

THC has not consistently met its programmatic outcomes or property management goals defined in the agreement. The proposed grant was established to fund two clean and sober transitional sites with 89 residential units, 15 units of emergency housing, and 10-15 rental subsidies for justice-involved adults in San Francisco. However, only one of the two original transitional sites with 50 units of transitional housing is active, the emergency housing program has shifted to a transitional housing program, and the rental subsidy program was canceled early in the grant period. Occupancy of the existing programs between July 2022 to December 2023 is consistent with the grant's program performance standards. However, the transitional housing program at the Drake Hotel still does not achieve the housing placement rate required by the grant (40 percent of clients).

Providing housing to the reentry population is difficult work. ADP contracts with several providers to do so, including Tenderloin Housing Clinic and Westside Community Services, and has associated grants pending Board of Supervisors approval. The grant-funded residential programs provided by Westside Community Services (Files 24-0154 and 24-0153, Items 14 & 15 on this Budget & Finance meeting agenda) have generally performed well relative to contract standards,

however THC did not. ADP should consider historical performance in its next procurement of residential program providers.

The City funds various residential programs in the Departments of Homelessness & Supportive Housing, Mayor's Office of Housing and Community Development, Public Health, and Adult Probation. Each department has different monitoring practices, reflecting institutional capacity, revenue requirements, and program goals. However, the City may benefit from establishing standardized and centralized monitoring standards and processes. The Controller's Office reached a similar conclusion in its August 2022 Performance Audit, "The City Should More Effectively Evaluate the Impact of Services Provided by Community-Based Organizations."

Finally, the proposed amendment retroactively funds expenses incurred beyond the \$10 million threshold for Board of Supervisors approval, from January 2024 through June 2024. ADP submitted this request for Board approval in February 2024. The untimely submission of this request reduces the Board's discretion in approving new funding. According to APD staff, if the proposed funding is not approved, the housing programs could be terminated.

#### **RECOMMENDATION**

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

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

**FIFTH AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

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

**FIFTH AMENDMENT**

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

RECITALS

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

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

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

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

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

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

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

16.21 Compliance with Other Laws.

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

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

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

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

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

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

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

#### **Appendix B-4: Calculation of Charges**

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

##### Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

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

Eligible Expenses shall *include*:

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

Eligible Expenses shall specifically *exclude*:

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

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

### **Gift Card Tracking and Submission Requirements**

#### **A) Gift Card Tracking Requirements**

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

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



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

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

**B) Gift Card Submission Requirements**

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

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

**Budget:**

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

**Appendix B-4 (Budget):**

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

Date: May 25, 2023

(Check One): New      Renewal     Modification / Extention

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

Program: Transitional Housing

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

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

<b>Total Contract</b>		<b>\$ 9,929,309</b>
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Prepared by: Wynne Tang

Approved by APD CFO: Taras Madison

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

### **Appendix B-5: Calculation of Charges**

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

#### Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

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

Eligible Expenses shall specifically *exclude*:

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

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

## **Gift Card Tracking and Submission Requirements**

### **A) Gift Card Tracking Requirements**

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

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

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

### **B) Gift Card Submission Requirements**

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

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

### **Budget:**

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

### **Appendix B-5 (Budget):**

**SAN FRANCISCO ADULT PROBATION DEPARTMENT  
BUDGET SUMMARY BY PROGRAM**

**Grantee: Tenderloin Housing Clinic, Inc.**

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

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

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

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

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

**CITY**  
**ADULT PROBATION DEPARTMENT**

**GRANTEE:**  
**TENDERLOIN HOUSING CLINIC, INC.**

By: \_\_\_\_\_  
Cristel Tullock  
Chief Adult Probation Officer

By: \_\_\_\_\_  
Print Name: Tabitha Allen

Title: Deputy Director

Federal Tax ID #: 942681706

**Approved as to Form:**

City Vendor Number: 0000009870

David Chiu  
City Attorney

By: \_\_\_\_\_  
Jana Clark  
Deputy City Attorney

CITY AND COUNTY OF SAN FRANCISCO  
**GRANT AGREEMENT**

between

SAN FRANCISCO ADULT PROBATION DEPARTMENT

and

**TENDERLOIN HOUSING CLINIC, Inc.**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of March 1, 2020, in the City and County of San Francisco, State of California, by and between TENDERLOIN HOUSING CLINIC, INC. (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through SAN FRANCISCO ADULT PROBATION DEPARTMENT (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**To provide clean and sober transitional housing, stabilization housing, rental subsidy assistance, and support services to justice involved individuals; and**

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

**NOW, THEREFORE**, in consideration of the premises 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.

- (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 and Appendix B.
- (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**” shall mean this Agreement.
- (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 B.
- (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.

**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 Nonappropriation 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.** The term of this Agreement shall commence on **March 1, 2020** and expire on **February 28, 2022**, 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.

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

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

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

**4.3 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.

**4.4 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.** In no event shall the amount of Grant Funds disbursed hereunder exceed **FIVE MILLION SEVEN HUNDRED FORTY FIVE THOUSAND TWENTY-TWO Dollars (\$5,745,022).**

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A 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 “Cost Reimbursement Request”) substantially in the form that is acceptable to the City. 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](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each MONTH.

**5.4 State or Federal Funds**

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

(b) **Reserved. (Grant Terms).**

**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. 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 the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the 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 step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, 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, and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

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

**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, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. 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, the 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 the 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 E 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 E 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 E 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 e-mail, and shall be addressed as follows:)

If to the Department or City:     **SAN FRANCISCO ADULT PROBATION DEPARTMENT  
880 BRYANT STREET, ROOM 200  
San Francisco, CA 94103  
Attn: DESTINY PLETSCH**

If to Grantee:                     **TENDERLOIN HUSING CLINIC  
126 HYDE STREET\_San Francisco, CA 94102  
Attn: TABITHA ALLEN, DEPUTY DIRECTOR**

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 % 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.** Grantee 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. (Supervision of 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 the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the 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) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. .

**16.20 Reserved.**

**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.

## **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 by Grantee
- Appendix B, Calculation of Charges
- Appendix C, Reserved
- Appendix D, Interests in Other City Contracts
- Appendix E, Reserved
- Appendix F, Reserved

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

**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 Reserved.**

**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 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:

ADULT PROBATION DEPARTMENT

TENDERLOIN HOUSING CLINIC, INC.

By: Karen L. Fletcher

Karen L. Fletcher  
Chief Adult Probation Officer

By: Tabitha Allen

Tabitha Allen

Title: Deputy Director

**Approved as to Form:**

Federal Tax ID #: 94-2681704

Dennis J. Herrera  
City Attorney


City Supplier Number: 9870

By: Jana Clark

Jana Clark  
Deputy City Attorney

## Appendix A—Services to be provided by Grantee

### 1.0 PROGRAM DEFINITIONS

<p><b>Broadway Hotel:</b> Stabilization/Emergency and temporary housing provided to homeless or unstably housed clients of the Collaborative Courts</p>
<p> <b>CASC:</b> Community Assessment and Services Center, a Reentry Services Center of SFAPD.</p>
<p><b>Case Manager:</b> A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.</p>
<p><b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).</p>
<p><b>City's Program Manager:</b> Destiny Pletsch.</p>
<p><b>Clean and Sober Transitional Housing:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.</p>
<p><b>Collaborative Courts:</b> The San Francisco Collaborative Courts (SFCC) is a network of the Superior Court of California, County of San Francisco that works with individuals and families in the criminal justice, juvenile delinquency, and child welfare systems who are challenged by substance abuse, mental illness and other social welfare concerns. SFCC programs aim to improve individual and family outcomes, minimize incarceration, reduce criminal recidivism and improve public safety. Judicial leadership plays a significant role in motivating participant compliance. Collaborative Courts adhere to principles that combine the values of treatment and rehabilitation with a focus on accountability and public safety.</p>
<p><b>Collaborative Courts Stabilization Units:</b> A housing program partnership between the San Francisco Adult Probation Department, Collaborative Courts, and Tenderloin Housing Clinic, in which emergency and temporary housing is provided to homeless or unstably housed Clients of the Collaborative Courts.</p>
<p><b>COMPAS:</b> Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP).</p>
<p><b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.</p>
<p><b>Drake Hotel:</b> Clean and Sober transitional housing program located at 235 Eddy Street, San</p>

Francisco, CA 94102
<b>Grantee: Tenderloin Housing Clinic (THC)</b>
<b>Grantee's Program Manager: Tabitha Allen</b>
<b>Hart Hotel:</b> Clean and Sober transitional housing program located at 93 Sixth Street, San Francisco, CA 94102
<b>Housing Planning Specialist:</b> THC staff assigned to work in the two different service components of the Program: Rental Subsidy and Stabilization Housing Units. The HPSs work with Participants to address immediate barriers that could potentially prevent Participants from meeting housing goals, creates an Individual Permanent Housing Plan (IPHP) for each Participant, which tracks applications submitted, and progress toward stated goals, and works in tandem with Participant's APD funded case manager ensuring case manager is informed of any incidents, challenges, and progress of each Participant.
<b>Housing Workshops/Trainings:</b> Presentations developed and delivered by THCs Transitional Housing Department Staff for the purpose of educating APD staff, contract staff, and clients about navigating San Francisco's public, affordable, and market rate housing options. Housing workshops may also provide a venue for assisting clients with housing applications.
<b>IPO Program:</b> Interrupt, Predict, Organize (IPO); a violence prevention program integrating subsidized employment, professional development, and case management. Refers to both IPO TAY and IPO Family.
<b>IPHP:</b> Individualized Permanent Housing Plan.
<b>Justice Involved:</b> San Francisco residents who are at least 18 years of age, currently under local SFAPD probation supervision, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in San Francisco or other counties, or San Francisco residents who have a criminal history, or involved in the IPO Program.
<b>Program:</b> Clean and Sober Transitional Housing, Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops/Trainings described in this Appendix A.
<b>Participant:</b> Clients enrolled in the Clean and Sober Transitional and Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops and Trainings provided under this agreement.
<b>Rental Subsidy:</b> Financial assistance provided to participants for the purpose of supporting them in making the transition to market rate housing.

<p><b>SFAPD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD.</p>
<p><b>SFCC:</b> San Francisco Collaborative Courts.</p>
<p><b>Stably Housed:</b> Clients should be counted as “stably housed” if they are in permanent, stable housing at the point of follow-up, regardless of whether or not they are residing at the same address as when the assistance was provided.</p>
<p><b>UCSF/Citywide Probation Team:</b> Team which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.</p>

## 2.0 INTRODUCTION

The Grantee will provide Clean and Sober Transitional Housing to APD Clients and Stabilization Housing to Clients of the SFCC. The Program also offers Rental Subsidy Assistance, and Housing Workshops/Trainings.

## 3.0 ROLES AND RESPONSIBILITIES

### 3.1 City’s Program Manager Roles and Responsibilities

The City’s Program Manager will:

- a) Coordinate with Grantee’s Program Manager and Grantee’s Team to monitor Grantee’s progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- b) Review and approve monthly cost reimbursement requests;
- c) Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- d) Regularly review and update Program documentation to reflect and report on the most current Program status.

*The City's tasks of overseeing, coordinating and ensuring compliance are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee’s sole responsibility to ensure it is in compliance with all terms of the Agreement.*

### 3.2 Grantee’s Program Manager Roles, Responsibilities, and Main Tasks

The Grantee’s Program Manager will:

- a) Manage the Grantee’s Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations;
- b) Participate and ensure Grantee’s Team participation in operations and programmatic audits conducted by City’s Program Manager;
- c) Track all Program deliverables and coordinate program data collection;
- d) Provide regular updated Program documentation to reflect and report on the most current Program status;
- e) Keep the City’s Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;



- f) Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- g) Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.3;
- h) Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

### **3.3 Program Management and Communication**

The Grantee's Program management and communications shall include, but are not limited to the following:

- a) Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee's Program Manager shall report on the Program tasks and deliverables for review, input, decision-making, and approval by the City's Program Manager;
- b) Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- c) Discussions on Client's status: Contact SFAPD prior to asking a Participant to leave the Program, unless there is an extreme circumstance in which a Participant is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City's Program Manager as soon as reasonably possible to discuss the circumstances;
- d) Regular phone/email/written communication with DPOs, service providers, and Client, as needed, to ensure that Clients' needs are being addressed and that Clients are following their Individualized Permanent Housing Plan;
- e) Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- f) Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

### **3.4 Hiring and Staffing Changes**

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- "Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status."

## **4.0 PROGRAM APPROACH**

### **4.1 General Service Approach**

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National

Institute of Corrections' eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
  - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
  - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

## **5.0 GENERAL DESCRIPTION OF WORK**

### **5.1 Overview**

The City and County of San Francisco Adult Probation Department (SFAPD) supervises adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

### **5.2 Target Population**

The Program target population for the purpose of this Agreement shall be clients of Clients of the SFAPD and SFCC, and on a case by case basis, other justice involved adults who are San Francisco residents.

### **5.3 Description of Program Services**

The Grantee will provide:

- a) Clean and sober transitional housing services at the Drake Hotel & Hart Hotel (SFAPD Clients)
- b) Stabilization housing at the Broadway Hotel (SFCC)
- c) Rental Subsidy Program: Includes, rental subsidy, move-in costs, and on a case by case basis, emergency rental assistance
- d) Housing Application Workshops and Trainings

#### **A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)**

Clean and Sober Transitional Housing services is provided by the Grantee through two programs:

- a) New Horizons (Drake Hotel)
- b) New Roads (Hart Hotel)

The Grantee shall Master Lease the Drake Hotel (up to 60 rooms), 235 Eddy Street, San Francisco, CA 94102 and block rent up to 29 rooms in the Hart Hotel located at 93 Sixth Street, San Francisco, CA 94102 or other agreed upon location.

The Grantee will manage the day-to-day operations of the New Horizons (Drake Hotel) and New Roads (Hart Hotel) housing programs. In collaboration with SFAPD funded case management services, the Grantee shall address Participants' substance dependency concerns, mental health issues, employment needs and life skills through broad, collaborative, culturally competent services that work toward Participant's permanent housing attainment.

The Program Length is as follows:

- a) New Horizons Program (Drake Hotel) is 12 months
- b) New Roads (Hart Hotel) Program is up to 6 months, with the possibility of a 6 month extension
- c) An individual's participation in either program is never to exceed the period of the individual's supervision under SFAPD

The Grantee will manage and deliver Clean and Sober Transitional Housing services through the following program components:

#### **Referral/Waitlist Management**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners during determined open referral periods for New Horizons (Drake Hotel) and New Roads (Hart) programs respectively. SFAPD clients may be prioritized for program placement outside the open referral period if

they meet the priority designation described below —SFAPD retains the ability to establish priority referral groups based on the needs of the Client population:

- Drake Hotel: Priority for SFAPD Clients completing 180 days of licensed residential treatment
- Hart Hotel: PRCS Clients with EOP status

Referral management includes the following:

- Continuous outreach to the top 10 clients on each waitlist;
- Participating in outreach in the Reentry Pod and Residential Treatment Programs;
- Tracking all referrals;
- The Grantee will confirm with the DPO via email that referrals for the Program are received;
- Conducting a lottery to establish a waitlist;
- Hosting program orientations and scheduling intakes/assessment; and
- Contacting clients and documenting attempts to contact in accordance with two contact policy

### **Intake/Assessment/Participant Agreement**

The Grantee's Program Team shall complete an intake of each Participant on the first day of program enrollment. If the Client is not deemed suitable for the Program, or the Client does not agree to the terms and conditions of the Program, the Grantee's Program Team shall notify the City's Program Manager and DPO immediately.

The intake process shall include the following:

- Complete client's IPHP within the first 10 days from intake (Attachment A);
- Ensuring the client is connect to an APD-funded case manager or an approved external case manager;
- Sign a Participant Agreement which outlines the program rules and expectations;
- Sign a Release of Information;
- Provide a copy of the grievance policy; and
- Assignment of a Housing Planning Specialist

### **Program Responsibilities:**

- Provide each Participant a bed, clean linen, pillow, and bed bug covers;
- Conduct, at a minimum, weekly regular room inspections;
- Implement/manage a Program Savings Requirement for each Participant. Savings amount will be determined on the basis of Participant income;
- Develop an Individual Permanent Housing Plan (IPHP) with each Participant, including tracking of submitted housing applications and progress toward stated goals. IPHP shall be shared with Participant, DPO, and Case Manager;
- Ensure participants complete a minimum of 3 housing applications within the first 30 days of Program enrollment. For Participants who enter the Program with no income, the Grantee's team shall assist the client to enroll in benefits, and then complete the required housing applications within 30 days of proof of income;
- Within 24 hours of a critical incident, provide a critical incident reports/program violations (Attachment B) to:
  - City's Program Manager
  - DPO
  - Case Manager
- Ensure that Program staff coordinates with Participant's Case Manager to address risks and needs as determined by the ITRP and all initial assessments;
- Assist as necessary, with SFAPD Housing Drug Testing Protocol;
  - Ensure that Grantee's Program Manager and Program Staff participate in monthly collaborative housing meeting;

- Submit program extensions requests on behalf of Participants at least 30 days prior to scheduled exit for City's Program Manager consideration (Attachment G);
- Provide Exit Reports for all Participants (Attachment C); and
- Execute Room turnover:
  - Upon Participant Program Exit, the Grantee will turn over the bedroom and fill the vacancy within 3 business days; the City's Program Manager will be contacted if additional time is necessary

**Maintain the Transitional Housing Program Policy and Operational Manual**

In partnership with the City's Program Manager, the Grantee shall update the Policy and Operational Manual annually and submit to the City's Program Manager.

**Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 93 Sixth Street (Hart Hotel) and 235 Eddy Street (Drake Hotel), which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 93 Sixth Street and 235 Eddy Street;
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

**B) Stabilization Housing (Collaborative Courts—Broadway Hotel)**

The Grantee shall block rent up to 15 units at the Broadway Hotel located at 2048 Polk Street or another agreed upon location.

**Program Responsibilities:**

- Maintain all programmatic agreements with the Collaborative Courts regarding clients and room turnover.

**Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 2048 Polk Street (Broadway Hotel) which includes all facilities maintenance;

- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary;
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 2048 Polk Street
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

### **C) Rental Subsidy Program**

The Rental Subsidy Program aims to financial assist participant's transition into market rate permanent housing. The target population for the program is SFAPD referred clients as having the potential to transition successfully off the subsidy within a specified timeframe, as assessed by the Grantee. A rental subsidy is defined as a monthly housing grant not to exceed \$350 per household per month over a maximum of 6 months or a Participant's termination from SFAPD supervision, whichever happens sooner. On a case by case basis, SFAPD may extend a participants program beyond 6 months.

The Grantee will manage and deliver the services through the following program components:

#### **Referral/Assessment**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners. On a case by case basis, SFAPD may consider referring to the Program Justice Involved San Francisco residents, not under SFAPD supervision.

The Grantee shall assess referred clients to determine eligibility and whether they are appropriate for subsidy or other assistance. The assessment will include a review of the following areas:

- Client's Income Requirements
  - Income must not exceed 80% of Area Median Income (AMI).
  - A minimum of 90 days of consecutive verified employment.
  - Client's income must be a minimum of \$2,200 per month net.
  - Demonstrated ability to increase income and transition off the subsidy within the specified timeframe.
  - Rent shall not exceed 50% of total net household income.
- Participant Agreement
  - Subsidy disbursement is contingent on program engagement and demonstrated progress toward achieving the milestones to increase their income, as established in the IPHP.
  - Provide proof of tenancy (i.e., be named on the lease agreement, have a valid

sublease agreement that can be verified, or submit a completed tenant contract that can be verified).

**Subsidy and Tenant Contribution/Financial Assistance**

- Participants will receive a flat subsidy of \$350 per month for six months.
- Participants’ contribution (tenant contribution -TC) will be calculated by taking each Participant’s total monthly rent (TR) and subtracting the flat subsidy of \$350 (TC=TR-\$350)
- Financial assistance to aid in the removal of housing related barriers to Participants, costs including but not limited to move-in costs; security deposits; one-time back rent assistance; clothing vouchers; and rental applications and credit report fees.
- On a case by case basis, with approval from City’s Program Manager, Clients not enrolled in the Rental Subsidy program may be provided with one-time financial assistance for the purposes of eviction prevention, assistance with move-in costs, or other expenses that would allow a Client to move into or retain permanent housing.
- Clients who earn 80% AMI or more will not qualify for the subsidy program but may request a one-time move- in assistance for units wherein the rent does not exceed 50% of client’s net income.
- Table 1 provides an example of the proposed tenant contribution and flat rental subsidy based on projected net income. As net incomes may vary based on the participant’s earnings, this table acts as an example of projected net income, tenant contribution, flat rental subsidy, and the monthly max rent.

**Table 1: Tenant contribution and flat rental subsidy based on projected net income**

Hourly Income	Gross Income	Net Income Annual*	Monthly Net	50% of Net	Monthly Max Rent	Subsidy	Client Contribution	
\$ 13.46	\$28,000.00	\$ 23,138.33	\$ 1,928.19	\$ 964.10	\$ 964.10	\$ 350.00	\$ 614.10	
\$ 14.42	\$30,000.00	\$ 24,605.33	\$ 2,050.44	\$ 1,025.22	\$ 1,025.22	\$ 350.00	\$ 675.22	
\$ 15.38	\$32,000.00	\$ 26,072.33	\$ 2,172.69	\$ 1,086.35	\$ 1,086.35	\$ 350.00	\$ 736.35	
\$ 16.35	\$34,000.00	\$ 27,504.87	\$ 2,292.07	\$ 1,146.04	\$ 1,146.04	\$ 350.00	\$ 796.04	
\$ 17.31	\$36,000.00	\$ 28,931.87	\$ 2,410.99	\$ 1,205.49	\$ 1,205.49	\$ 350.00	\$ 855.49	
\$ 18.27	\$38,000.00	\$ 30,358.87	\$ 2,529.91	\$ 1,264.95	\$ 1,264.95	\$ 350.00	\$ 914.95	
\$ 19.23	\$40,000.00	\$ 31,785.87	\$ 2,648.82	\$ 1,324.41	\$ 1,324.41	\$ 350.00	\$ 974.41	
\$ 20.19	\$42,000.00	\$ 33,212.87	\$ 2,767.74	\$ 1,383.87	\$ 1,383.87	\$ 350.00	\$ 1,033.87	
\$ 21.15	\$44,000.00	\$ 34,625.67	\$ 2,885.47	\$ 1,442.74	\$ 1,442.74	\$ 350.00	\$ 1,092.74	
\$ 22.12	\$46,000.00	\$ 36,012.67	\$ 3,001.06	\$ 1,500.53	\$ 1,500.53	\$ 350.00	\$ 1,150.53	
\$ 23.08	\$48,000.00	\$ 37,394.67	\$ 3,116.22	\$ 1,558.11	\$ 1,558.11	\$ 350.00	\$ 1,208.11	
\$ 24.04	\$50,000.00	\$ 38,581.67	\$ 3,215.14	\$ 1,607.57	\$ 1,607.57	\$ 350.00	\$ 1,257.57	
\$ 25.00	\$52,000.00	\$ 39,768.67	\$ 3,314.06	\$ 1,657.03	\$ 1,657.03	\$ 350.00	\$ 1,307.03	
\$ 25.96	\$54,000.00	\$ 40,951.51	\$ 3,412.63	\$ 1,706.31	\$ 1,706.31	\$ 350.00	\$ 1,356.31	
\$ 26.92	\$56,000.00	\$ 42,112.51	\$ 3,509.38	\$ 1,754.69	\$ 1,754.69	\$ 350.00	\$ 1,404.69	
\$ 27.45	\$57,100.00	<b>80% AMI for San Francisco</b>						
\$ 27.88	\$58,000.00	\$ 43,273.51	\$ 3,606.13	\$ 1,803.06	\$ 1,803.06	\$ 350.00	\$ 1,453.06	
\$ 28.85	\$60,000.00	\$ 44,434.51	\$ 3,702.88	\$ 1,851.44	\$ 1,851.44	\$ 350.00	\$ 1,501.44	
\$ 29.81	\$62,000.00	\$ 45,595.51	\$ 3,799.63	\$ 1,899.81	\$ 1,899.81	\$ 350.00	\$ 1,549.81	
\$ 30.77	\$64,000.00	\$ 46,756.51	\$ 3,896.38	\$ 1,948.19	\$ 1,948.19	\$ 350.00	\$ 1,598.19	
\$ 31.73	\$66,000.00	\$ 47,917.51	\$ 3,993.13	\$ 1,996.56	\$ 1,996.56	\$ 350.00	\$ 1,646.56	
\$ 32.69	\$68,000.00	\$ 49,078.51	\$ 4,089.88	\$ 2,044.94	\$ 2,044.94	\$ 350.00	\$ 1,694.94	
\$ 33.65	\$70,000.00	\$ 50,239.51	\$ 4,186.63	\$ 2,093.31	\$ 2,093.31	\$ 350.00	\$ 1,743.31	

The net income is based on projections from <http://www.taxformcalculator.com/> but could vary based on deductions and other life circumstances. The actual calculations will be based on the net income stated on clients pay check stubs or earning statements.

**D) Housing Application Workshop and Trainings**

Centered on the dissemination of information and activities related to client's permanent housing attainment, the Grantee shall provide the following on an annual basis:

- 12 Housing Application Workshops for SFAPD Clients and SFAPD Partner Staff

Housing Application Workshops shall be open for all SFAPD client participation. THC will develop topics and materials based on relevant opportunities and or initiatives, including coordinating offsite visits to San Francisco's Adult Coordinated Entry System Access Points.

Grantee shall create and maintain an updated, comprehensive user manual for attainment and housing search preparation, complete with distributable tools such as handouts, fliers or resource guides. Grantee shall also create and maintain an updated, comprehensive user manual for all housing options and waitlists in San Francisco, including but not limited to, emergency shelters, transitional housing, project-based affordable housing, housing subsidy programs, and permanent supportive housing, complete with distributable tools.

## **6.0 ADMINISTRATIVE REQUIREMENTS**

### **6.1. Grantee Operation Matrix**

Grantee Operations Matrix (GOM) is a tool used by SFAPD to monitor contract responsiveness and compliance (Attachment D). On a quarterly basis Grantee shall work with City's Program Manager to review and update the GOM, describe goal achievement, and provide feedback as needed, the City's Program Manager will submit the "SFAPD Notice of Grantee Operations Requirements - Review and Action" (Attachment E) form which identifies contract challenges and requires immediate action.

- Grantee shall respond to any requirements listed in the Grantee Operations Matrix or Notice of Contract Operations Requirements.

### **6.2 Participant File**

Grantee shall develop and maintain complete, properly organized files on all Participants. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

The Grantee shall have written procedures for the release of case file information to include:

- 1) the Participant's signed and dated Release of Information Form,
- 2) the name of the person, agency or organization to whom the information was released, and
- 3) the signature of the employee who released the information and date of release.

Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

### **6.3. Program Reporting/Data Collection**

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance,



completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;

- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Clients' demographic information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Grantee shall adhere to any and all guidelines or rules governing protection of Client;
- Assist the City in collecting and supplying Program and Client data to SFAPD or SFAPD contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (Attachment F);
- Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to SFAPD request; and
- Meet with City's Program Manager or other partners determined by SFAPD as required by SFAPD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and related documentation to City's Program Manager:

- Submission of Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
  - Tracking documents shall be submitted on the 1<sup>st</sup> and 15<sup>th</sup> of each month
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
  - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment F)
  - Reporting Schedule:
    - Quarterly/Annual reports are due as follows:
      - Q1 (July-Sept) Report due: November 1st
      - Q2 (Oct-Dec) Report due: February 1st
      - Q3 (Jan-March) Report due: May 1st
      - Q4 (April-June) Report and Annual report due: August 1st

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

## 7.0 PERFORMANCE MEASUREMENTS

### A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)

#### 1) Drake:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 48 beds-Must maintain 38 beds).
- **Reduce Homelessness:** Reduce homelessness by 14,016 days annually (48 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

#### 2) Hart Hotel:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 27 beds-Must maintain 22 beds).
- **Reduce Homelessness:** Reduce homelessness by 7,884 days annually (27 beds x 365 days x 80%).

- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**B) Stabilization Housing (Collaborative Courts—Broadway Hotel)**

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 15 beds-Must maintain 12 beds).
- **Reduce Homelessness:** Reduce homelessness by 4,380 days annually (15 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**C) Rental Subsidy Program**

- **Rental Subsidy:** Provide rental subsidy to 5-10 clients annually.
- **One Time Assistance:** Provide one time move in costs and/or rental assistance to 5-10 clients annually.
- **Stable Housing:** 75% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.
- **Stable Housing:** 70% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.

**8.0 DEPARTMENT LIAISON**

In performing the services provided for in this Agreement, Department Liaison will be the City's Program Manager

**List of Attachments:**

Attachment A: Individual Permanent Housing Plan

Attachment B: Incident/Program Violation Report

Attachment C: Participant Exit Report

Attachment D: Grantee Operation Matrix (GOM)

Attachment E: Notice of Grantee Operations Requirements – Review and Action

Attachment F: Quarterly/Annual Report

Attachment G: Extension Request Form

## Appendix B—Calculation of Charges

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

### Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

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

Eligible Expenses shall specifically *exclude*:

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

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

### **Gift Card Tracking and Submission Requirements**

#### **A) Gift Card Tracking Requirements**

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

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

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

#### **B) Gift Card Submission Requirements**

- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.

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

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

**Budget:**

**SAN FRANCISCO ADULT PROBATION DEPARTMENT  
BUDGET SUMMARY BY PROGRAM**

**Grantee: Tenderloin Housing Clinic, Inc.**

Contract Term: March 1, 2020 to February 28, 2022

Program: Housing

Date: February 5, 2020

(Check One):  New       Renewal       Modification

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

Program: Housing	Allocation One	Allocation Two	Allocation Three	Total
Program Term:	March 1, 2020- June 30, 2020 (4 month budget)	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>				
Salaries & Benefits	\$ 367,962	\$ 1,131,483	\$ 773,180	\$ 2,272,625
Operating Expense	\$ 81,629	\$ 252,912	\$ 171,522	\$ 506,063
<i>Subtotal</i>	\$ 449,591	\$ 1,384,395	\$ 944,702	\$ 2,778,688
Indirect Percentage (%)	11.5%	11.5%	11.5%	
Indirect Cost	\$ 51,703	\$ 159,205	\$ 108,641	\$ 319,549
Lease Expense	\$ 423,858	\$ 1,288,042	\$ 884,885	\$ 2,596,785
Rental Subsidies/Barrier Removal	\$ 8,333	\$ 25,000	\$ 16,667	\$ 50,000
<b>Total Expenditures</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>

*Less Rental Income from Inherited tenants*

<b>APD Contract</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
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Prepared by: Tonya Jones

Approved by APD Division Director:

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and

**“Appendix C – Reserved” will be on next page (SFAPD will edit following blank page in PDF version)**



## Appendix D - Interest In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
H.S.H. Master Lease Hotel Contract, FY15 – FY20 (amended)	Oct 31, 2018 amendment	\$114,145,237
H.S.H. Modified Payment Program, FY16 – FY21 (amended)	Jul 1, 2018 amendment	\$4,932,652
H.S.H., Baldwin House Hotel, FY20- FY22	May 1, 2019	\$8,020,803
H.S.H. CoC Rental Assistance, Baldwin House Hotel, 8/1/2019 – 8/31/2022	Aug 1, 2019	\$9,338,682
H.S.H. Crown, National & Winton Hotels, 12/1/2019 – 6/30/2021	Nov 1, 2019	\$9,500,000
H.S.H. CoC Rental Assistance, Crown, National & Winton Hotels, 12/1/2019 – 11/30/2022	Aug 1, 2019	\$9,788,192
DBI Central City SRO Collaborative, FY17-FY21, (amended)	Jun 30, 2019, 2 <sup>nd</sup> amendment	\$2,042,871
DBI CEOP Outreach - FY17 - FY21, (amended)	Jun 30, 2019, 2 <sup>nd</sup> amendment	\$929,099
Adult Probation -Housing program, 3/1/2020 – 2/28/2022	Mar 1, 2020	5,745,022
MOHCD LaVoz, FY19 - FY20	Jul 1, 2018	\$588,852
MOHCD Right to Counsel, FY19 – FY20	Oct 1, 2018, 1 <sup>st</sup> amendment	\$2,409,006
SF Superior Court – Drug Court Program – Feb 2018 - Sept 2020	Feb 1, 2018	\$330,000
SF Rent Board Grant – FY20	Jul 1, 2019	\$20,000

Appendix E—Reserved



**Appendix F – Reserved**

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

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**TENDERLOIN HOUSING CLINIC, INC**

**FIRST AMENDMENT**

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

RECITALS

WHEREAS, the Agreement was competitively procured as required through RFQ#APD2018-1 issued on March 7, 2018 and this modification is consistent therewith; and

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

WHEREAS, the Agreement is being amended to update the not to exceed amount, terms and conditions, and revise Appendices A and B; and

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

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

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

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

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

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed FIVE MILLION SEVEN HUNDRED FORTY FIVE THOUSAND TWENTY-TWO Dollars (\$5,745,022).

*Such section is hereby amended to read as follows:*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed FIVE MILLION FIVE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED SEVENTY-ONE Dollars (\$5,515,571).

(b) **Appendix A. Appendix A Services to be provided by Grantee** of the Grant Agreement currently reads as follows:

**Appendix A - Services to be provided by Grantee**

**1.0 PROGRAM DEFINITIONS**

<b>Broadway Hotel:</b> Stabilization/Emergency and temporary housing provided to homeless or unstably housed clients of the Collaborative Courts
<b>CASC:</b> Community Assessment and Services Center, a Reentry Services Center of SFAPD.
<b>Case Manager:</b> A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.
<b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).
<b>City’s Program Manager:</b> Destiny Pletsch.
<b>Clean and Sober Transitional Housing:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.
<b>Collaborative Courts:</b> The San Francisco Collaborative Courts (SFCC) is a network of the Superior Court of California, County of San Francisco that works with individuals and families in the criminal justice, juvenile delinquency, and child welfare systems who are challenged by substance abuse, mental illness and other social welfare concerns. SFCC programs aim to improve individual and family outcomes, minimize incarceration, reduce criminal recidivism and improve public safety. Judicial leadership plays a significant role in motivating participant compliance. Collaborative Courts adhere to principles that combine the values of treatment and rehabilitation with a focus on accountability and public safety.

<p><b>Collaborative Courts Stabilization Units:</b> A housing program partnership between the San Francisco Adult Probation Department, Collaborative Courts, and Tenderloin Housing Clinic, in which emergency and temporary housing is provided to homeless or unstably housed Clients of the Collaborative Courts.</p>
<p><b>COMPAS:</b> Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client’s criminogenic risks and needs and informs the development of a client’s individualized treatment and rehabilitation plan (ITRP).</p>
<p><b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.</p>
<p><b>Drake Hotel:</b> Clean and Sober transitional housing program located at 235 Eddy Street, San Francisco, CA 94102</p>
<p><b>Grantee: Tenderloin Housing Clinic (THC)</b></p>
<p><b>Grantee’s Program Manager: Tabitha Allen</b></p>
<p><b>Hart Hotel:</b> Clean and Sober transitional housing program located at 93 Sixth Street, San Francisco, CA 94102</p>
<p><b>Housing Planning Specialist:</b> THC staff assigned to work in the two different service components of the Program: Rental Subsidy and Stabilization Housing Units. The HPSs work with Participants to address immediate barriers that could potentially prevent Participants from meeting housing goals, creates an Individual Permanent Housing Plan (IPHP) for each Participant, which tracks applications submitted, and progress toward stated goals, and works in tandem with Participant’s APD funded case manager ensuring case manager is informed of any incidents, challenges, and progress of each Participant.</p>
<p><b>Housing Workshops/Trainings:</b> Presentations developed and delivered by THCs Transitional Housing Department Staff for the purpose of educating APD staff, contract staff, and clients about navigating San Francisco’s public, affordable, and market rate housing options. Housing workshops may also provide a venue for assisting clients with housing applications.</p>
<p><b>IPO Program:</b> Interrupt, Predict, Organize (IPO); a violence prevention program integrating subsidized employment, professional development, and case management. Refers to both IPO TAY and IPO Family.</p>
<p><b>IPHP:</b> Individualized Permanent Housing Plan.</p>
<p><b>Justice Involved:</b> San Francisco residents who are at least 18 years of age, currently under local SFAPD probation supervision, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal</p>

<p>facilities, who have active cases in San Francisco or other counties, or San Francisco residents who have a criminal history, or involved in the IPO Program.</p>
<p><b>Program:</b> Clean and Sober Transitional Housing, Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops/Trainings described in this Appendix A.</p>
<p><b>Participant:</b> Clients enrolled in the Clean and Sober Transitional and Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops and Trainings provided under this agreement.</p>
<p><b>Rental Subsidy:</b> Financial assistance provided to participants for the purpose of supporting them in making the transition to market rate housing.</p>
<p><b>SFAPD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD.</p>
<p><b>SFCC:</b> San Francisco Collaborative Courts.</p>
<p><b>Stably Housed:</b> Clients should be counted as “stably housed” if they are in permanent, stable housing at the point of follow-up, regardless of whether or not they are residing at the same address as when the assistance was provided.</p>
<p><b>UCSF/Citywide Probation Team:</b> Team which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.</p>

**2.0 INTRODUCTION**

The Grantee will provide Clean and Sober Transitional Housing to APD Clients and Stabilization Housing to Clients of the SFCC. The Program also offers Rental Subsidy Assistance, and Housing Workshops/Trainings.

**3.0 ROLES AND RESPONSIBILITIES**

**3.1 City’s Program Manager Roles and Responsibilities**

The City’s Program Manager will:

- a) Coordinate with Grantee’s Program Manager and Grantee’s Team to monitor Grantee’s progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- b) Review and approve monthly cost reimbursement requests;
- c) Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- d) Regularly review and update Program documentation to reflect and report on the most current Program status.

*The City's tasks of overseeing, coordinating and ensuring compliance are for the City's benefit alone in the role of reviewing compliance including but not limited to the City's issuance of a "Notice of Contract Operations Requirements - Review and Action" (Attachment D, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.*

### **3.2 Grantee's Program Manager Roles, Responsibilities, and Main Tasks**

The Grantee's Program Manager will:

- a) Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations;
- b) Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager;
- c) Track all Program deliverables and coordinate program data collection;
- d) Provide regular updated Program documentation to reflect and report on the most current Program status;
- e) Keep the City's Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;
- f) Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- g) Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.3;
- h) Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

### **3.3 Program Management and Communication**

The Grantee's Program management and communications shall include, but are not limited to the following:

- a) Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee's Program Manager shall report on the Program tasks and deliverables for review, input, decision-making, and approval by the City's Program Manager;
- b) Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- c) Discussions on Client's status: Contact SFAPD prior to asking a Participant to leave the Program, unless there is an extreme circumstance in which a Participant is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City's Program Manager as soon as reasonably possible to discuss the circumstances;
- d) Regular phone/email/written communication with DPOs, service providers, and Client, as needed, to ensure that Clients' needs are being addressed and that Clients are following their Individualized Permanent Housing Plan;
- e) Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- f) Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

### **3.4 Hiring and Staffing Changes**

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- “Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status.”

## 4.0 PROGRAM APPROACH

### 4.1 General Service Approach

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National Institute of Corrections’ eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
  - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
  - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.

8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

## 5.0 GENERAL DESCRIPTION OF WORK

### 5.1 Overview

The City and County of San Francisco Adult Probation Department (SFAPD) supervises adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

### 5.2 Target Population

The Program target population for the purpose of this Agreement shall be clients of Clients of the SFAPD and SFCC, and on a case by case basis, other justice involved adults who are San Francisco residents.

### 5.3 Description of Program Services

The Grantee will provide:

- a) Clean and sober transitional housing services at the Drake Hotel & Hart Hotel (SFAPD Clients)
- b) Stabilization housing at the Broadway Hotel (SFCC)
- c) Rental Subsidy Program: Includes, rental subsidy, move-in costs, and on a case by case basis, emergency rental assistance
- d) Housing Application Workshops and Trainings



**A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)**

Clean and Sober Transitional Housing services is provided by the Grantee through two programs:

- a) New Horizons (Drake Hotel)
- b) New Roads (Hart Hotel)

The Grantee shall Master Lease the Drake Hotel (up to 60 rooms), 235 Eddy Street, San Francisco, CA 94102 and block rent up to 29 rooms in the Hart Hotel located at 93 Sixth Street, San Francisco, CA 94102 or other agreed upon location.

The Grantee will manage the day-to-day operations of the New Horizons (Drake Hotel) and New Roads (Hart Hotel) housing programs. In collaboration with SFAPD funded case management services, the Grantee shall address Participants' substance dependency concerns, mental health issues, employment needs and life skills through broad, collaborative, culturally competent services that work toward Participant's permanent housing attainment.

The Program Length is as follows:

- a) New Horizons Program (Drake Hotel) is 12 months
- b) New Roads (Hart Hotel) Program is up to 6 months, with the possibility of a 6 month extension
- c) An individual's participation in either program is never to exceed the period of the individual's supervision under SFAPD

The Grantee will manage and deliver Clean and Sober Transitional Housing services through the following program components:

**Referral/Waitlist Management**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners during determined open referral periods for New Horizons (Drake Hotel) and New Roads (Hart) programs respectively. SFAPD clients may be prioritized for program placement outside the open referral period if they meet the priority designation described below —SFAPD retains the ability to establish priority referral groups based on the needs of the Client population:

- o Drake Hotel: Priority for SFAPD Clients completing 180 days of licensed residential treatment
- o Hart Hotel: PRCS Clients with EOP status

Referral management includes the following:

- o Continuous outreach to the top 10 clients on each waitlist;
- o Participating in outreach in the Reentry Pod and Residential Treatment Programs;
- o Tracking all referrals;
- o The Grantee will confirm with the DPO via email that referrals for the Program are received;
- o Conducting a lottery to establish a waitlist;
- o Hosting program orientations and scheduling intakes/assessment; and
- o Contacting clients and documenting attempts to contact in accordance with two contact policy

**Intake/Assessment/Participant Agreement**

The Grantee's Program Team shall complete an intake of each Participant on the first day of program enrollment. If the Client is not deemed suitable for the Program, or the Client does not agree to the terms

and conditions of the Program, the Grantee's Program Team shall notify the City's Program Manager and DPO immediately.

The intake process shall include the following:

- Complete client's IPHP within the first 10 days from intake (Attachment A);
- Ensuring the client is connect to an APD-funded case manager or an approved external case manager;
- Sign a Participant Agreement which outlines the program rules and expectations;
- Sign a Release of Information;
- Provide a copy of the grievance policy; and
- Assignment of a Housing Planning Specialist

**Program Responsibilities:**

- Provide each Participant a bed, clean linen, pillow, and bed bug covers;
- Conduct, at a minimum, weekly regular room inspections;
- Implement/manage a Program Savings Requirement for each Participant. Savings amount will be determined on the basis of Participant income;
- Develop an Individual Permanent Housing Plan (IPHP) with each Participant, including tracking of submitted housing applications and progress toward stated goals. IPHP shall be shared with Participant, DPO, and Case Manager;
- Ensure participants complete a minimum of 3 housing applications within the first 30 days of Program enrollment. For Participants who enter the Program with no income, the Grantee's team shall assist the client to enroll in benefits, and then complete the required housing applications within 30 days of proof of income;
- Within 24 hours of a critical incident, provide a critical incident reports/program violations (Attachment B) to:
  - City's Program Manager
  - DPO
  - Case Manager
- Ensure that Program staff coordinates with Participant's Case Manager to address risks and needs as determined by the ITRP and all initial assessments;
- Assist as necessary, with SFAPD Housing Drug Testing Protocol;
  - Ensure that Grantee's Program Manager and Program Staff participate in monthly collaborative housing meeting;
  - Submit program extensions requests on behalf of Participants at least 30 days prior to scheduled exit for City's Program Manager consideration (Attachment G);
  - Provide Exit Reports for all Participants (Attachment C); and
  - Execute Room turnover:
    - Upon Participant Program Exit, the Grantee will turn over the bedroom and fill the vacancy within 3 business days; the City's Program Manager will be contacted if additional time is necessary

**Maintain the Transitional Housing Program Policy and Operational Manual**

In partnership with the City's Program Manager, the Grantee shall update the Policy and Operational Manual annually and submit to the City's Program Manager.

**Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 93 Sixth Street (Hart Hotel) and 235 Eddy Street (Drake Hotel), which includes all facilities maintenance;

- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 93 Sixth Street and 235 Eddy Street;
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

**B) Stabilization Housing (Collaborative Courts - Broadway Hotel)**

The Grantee shall block rent up to 15 units at the Broadway Hotel located at 2048 Polk Street or another agreed upon location.

**Program Responsibilities:**

- Maintain all programmatic agreements with the Collaborative Courts regarding clients and room turnover.

**Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 2048 Polk Street (Broadway Hotel) which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary;
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;

- Participate in a quarterly site inspection with the City's Program Manager at 2048 Polk Street
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

### **C) Rental Subsidy Program**

The Rental Subsidy Program aims to financial assist participant's transition into market rate permanent housing. The target population for the program is SFAPD referred clients as having the potential to transition successfully off the subsidy within a specified timeframe, as assessed by the Grantee. A rental subsidy is defined as a monthly housing grant not to exceed \$350 per household per month over a maximum of 6 months or a Participant's termination from SFAPD supervision, whichever happens sooner. On a case by case basis, SFAPD may extend a participants program beyond 6 months.

The Grantee will manage and deliver the services through the following program components:

#### **Referral/Assessment**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners. On a case by case basis, SFAPD may consider referring to the Program Justice Involved San Francisco residents, not under SFAPD supervision.

The Grantee shall assess referred clients to determine eligibility and whether they are appropriate for subsidy or other assistance. The assessment will include a review of the following areas:

- Client's Income Requirements
  - Income must not exceed 80% of Area Median Income (AMI).
  - A minimum of 90 days of consecutive verified employment.
  - Client's income must be a minimum of \$2,200 per month net.
  - Demonstrated ability to increase income and transition off the subsidy within the specified timeframe.
  - Rent shall not exceed 50% of total net household income.
- Participant Agreement
  - Subsidy disbursement is contingent on program engagement and demonstrated progress toward achieving the milestones to increase their income, as established in the IPHP.
  - Provide proof of tenancy (i.e., be named on the lease agreement, have a valid sublease agreement that can be verified, or submit a completed tenant contract that can be verified).

#### **Subsidy and Tenant Contribution/Financial Assistance**

- Participants will receive a flat subsidy of \$350 per month for six months.
- Participants' contribution (tenant contribution -TC) will be calculated by taking each Participant's total monthly rent (TR) and subtracting the flat subsidy of \$350 (TC=TR-\$350)
- Financial assistance to aid in the removal of housing related barriers to Participants, costs including but not limited to move-in costs; security deposits; one-time back rent assistance; clothing vouchers; and rental applications and credit report fees.

- On a case by case basis, with approval from City's Program Manager, Clients not enrolled in the Rental Subsidy program may be provided with one-time financial assistance for the purposes of eviction prevention, assistance with move-in costs, or other expenses that would allow a Client to move into or retain permanent housing.
- Clients who earn 80% AMI or more will not qualify for the subsidy program but may request a one-time move-in assistance for units wherein the rent does not exceed 50% of client's net income.
- Table 1 provides an example of the proposed tenant contribution and flat rental subsidy based on projected net income. As net incomes may vary based on the participant's earnings, this table acts as an example of projected net income, tenant contribution, flat rental subsidy, and the monthly max rent.

**Table 1: Tenant contribution and flat rental subsidy based on projected net income**

Hourly Income	Gross Income	Net Income Annual*	Monthly Net	50% of Net	Monthly Max Rent	Subsidy	Client Contribution	
\$ 13.46	\$28,000.00	\$ 23,138.33	\$ 1,928.19	\$ 964.10	\$ 964.10	\$ 350.00	\$ 614.10	
\$ 14.42	\$30,000.00	\$ 24,605.33	\$ 2,050.44	\$ 1,025.22	\$ 1,025.22	\$ 350.00	\$ 675.22	
\$ 15.38	\$32,000.00	\$ 26,072.33	\$ 2,172.69	\$ 1,086.35	\$ 1,086.35	\$ 350.00	\$ 736.35	
\$ 16.35	\$34,000.00	\$ 27,504.87	\$ 2,292.07	\$ 1,146.04	\$ 1,146.04	\$ 350.00	\$ 796.04	
\$ 17.31	\$36,000.00	\$ 28,931.87	\$ 2,410.99	\$ 1,205.49	\$ 1,205.49	\$ 350.00	\$ 855.49	
\$ 18.27	\$38,000.00	\$ 30,358.87	\$ 2,529.91	\$ 1,264.95	\$ 1,264.95	\$ 350.00	\$ 914.95	
\$ 19.23	\$40,000.00	\$ 31,785.87	\$ 2,648.82	\$ 1,324.41	\$ 1,324.41	\$ 350.00	\$ 974.41	
\$ 20.19	\$42,000.00	\$ 33,212.87	\$ 2,767.74	\$ 1,383.87	\$ 1,383.87	\$ 350.00	\$ 1,033.87	
\$ 21.15	\$44,000.00	\$ 34,625.67	\$ 2,885.47	\$ 1,442.74	\$ 1,442.74	\$ 350.00	\$ 1,092.74	
\$ 22.12	\$46,000.00	\$ 36,012.67	\$ 3,001.06	\$ 1,500.53	\$ 1,500.53	\$ 350.00	\$ 1,150.53	
\$ 23.08	\$48,000.00	\$ 37,394.67	\$ 3,116.22	\$ 1,558.11	\$ 1,558.11	\$ 350.00	\$ 1,208.11	
\$ 24.04	\$50,000.00	\$ 38,581.67	\$ 3,215.14	\$ 1,607.57	\$ 1,607.57	\$ 350.00	\$ 1,257.57	
\$ 25.00	\$52,000.00	\$ 39,768.67	\$ 3,314.06	\$ 1,657.03	\$ 1,657.03	\$ 350.00	\$ 1,307.03	
\$ 25.96	\$54,000.00	\$ 40,951.51	\$ 3,412.63	\$ 1,706.31	\$ 1,706.31	\$ 350.00	\$ 1,356.31	
\$ 26.92	\$56,000.00	\$ 42,112.51	\$ 3,509.38	\$ 1,754.69	\$ 1,754.69	\$ 350.00	\$ 1,404.69	
\$ 27.45	\$57,100.00	<b>80% AMI for San Francisco</b>						
\$ 27.88	\$58,000.00	\$ 43,273.51	\$ 3,606.13	\$ 1,803.06	\$ 1,803.06	\$ 350.00	\$ 1,453.06	
\$ 28.85	\$60,000.00	\$ 44,434.51	\$ 3,702.88	\$ 1,851.44	\$ 1,851.44	\$ 350.00	\$ 1,501.44	
\$ 29.81	\$62,000.00	\$ 45,595.51	\$ 3,799.63	\$ 1,899.81	\$ 1,899.81	\$ 350.00	\$ 1,549.81	
\$ 30.77	\$64,000.00	\$ 46,756.51	\$ 3,896.38	\$ 1,948.19	\$ 1,948.19	\$ 350.00	\$ 1,598.19	
\$ 31.73	\$66,000.00	\$ 47,917.51	\$ 3,993.13	\$ 1,996.56	\$ 1,996.56	\$ 350.00	\$ 1,646.56	
\$ 32.69	\$68,000.00	\$ 49,078.51	\$ 4,089.88	\$ 2,044.94	\$ 2,044.94	\$ 350.00	\$ 1,694.94	
\$ 33.65	\$70,000.00	\$ 50,239.51	\$ 4,186.63	\$ 2,093.31	\$ 2,093.31	\$ 350.00	\$ 1,743.31	

The net income is based on projections from <http://www.taxformcalculator.com/> but could vary based on deductions and other life circumstances. The actual calculations will be based on the net income stated on clients pay check stubs or earning statements.

#### **D) Housing Application Workshop and Trainings**

Centered on the dissemination of information and activities related to client's permanent housing attainment, the Grantee shall provide the following on an annual basis:

- 12 Housing Application Workshops for SFAPD Clients and SFAPD Partner Staff

Housing Application Workshops shall be open for all SFAPD client participation. THC will develop topics and materials based on relevant opportunities and or initiatives, including coordinating offsite visits to San Francisco's Adult Coordinated Entry System Access Points.

Grantee shall create and maintain an updated, comprehensive user manual for attainment and housing search preparation, complete with distributable tools such as handouts, fliers or resource guides. Grantee shall also create and maintain an updated, comprehensive user manual for all housing options and waitlists in San Francisco, including but not limited to, emergency shelters, transitional housing, project-based affordable housing, housing subsidy programs, and permanent supportive housing, complete with distributable tools.

## **6.0 ADMINISTRATIVE REQUIREMENTS**

### **6.1. Grantee Operation Matrix**

Grantee Operations Matrix (GOM) is a tool used by SFAPD to monitor contract responsiveness and compliance (Attachment D). On a quarterly basis Grantee shall work with City's Program Manager to review and update the GOM, describe goal achievement, and provide feedback as needed, the City's Program Manager will submit the "SFAPD Notice of Grantee Operations Requirements - Review and Action" (Attachment E) form which identifies contract challenges and requires immediate action.

- Grantee shall respond to any requirements listed in the Grantee Operations Matrix or Notice of Contract Operations Requirements.

### **6.2 Participant File**

Grantee shall develop and maintain complete, properly organized files on all Participants. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

The Grantee shall have written procedures for the release of case file information to include:

- 1) the Participant's signed and dated Release of Information Form,
- 2) the name of the person, agency or organization to whom the information was released, and
- 3) the signature of the employee who released the information and date of release.

Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

### **6.3. Program Reporting/Data Collection**

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;
- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Clients' demographic information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Grantee shall adhere to any and all guidelines or rules governing protection of Client;
- Assist the City in collecting and supplying Program and Client data to SFAPD or SFAPD

contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (Attachment F);

- Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to SFAPD request; and
- Meet with City's Program Manager or other partners determined by SFAPD as required by SFAPD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and related documentation to City's Program Manager:

- Submission of Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
  - Tracking documents shall be submitted on the 1<sup>st</sup> and 15<sup>th</sup> of each month
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
  - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment F)
  - Reporting Schedule:
    - Quarterly/Annual reports are due as follows:
      - Q1 (July-Sept) Report due: November 1st
      - Q2 (Oct-Dec) Report due: February 1st
      - Q3 (Jan-March) Report due: May 1st
      - Q4 (April-June) Report and Annual report due: August 1st

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

## 7.0 PERFORMANCE MEASUREMENTS

### A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)

#### 1) Drake:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 48 beds-Must maintain 38 beds).
- **Reduce Homelessness:** Reduce homelessness by 14,016 days annually (48 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

#### 2) Hart Hotel:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 27 beds-Must maintain 22 beds).
- **Reduce Homelessness:** Reduce homelessness by 7,884 days annually (27 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

### B) Stabilization Housing (Collaborative Courts—Broadway Hotel)

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 15 beds-Must maintain 12 beds).

- **Reduce Homelessness:** Reduce homelessness by 4,380 days annually (15 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**C) Rental Subsidy Program**

- **Rental Subsidy:** Provide rental subsidy to 5-10 clients annually.
- **One Time Assistance:** Provide one time move in costs and/or rental assistance to 5-10 clients annually.
- **Stable Housing:** 75% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.
- **Stable Housing:** 70% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.

**8.0 DEPARTMENT LIAISON**

In performing the services provided for in this Agreement, Department Liaison will be the City’s Program Manager

**List of Attachments:**

- Attachment A: Individual Permanent Housing Plan
- Attachment B: Incident/Program Violation Report
- Attachment C: Participant Exit Report
- Attachment D: Grantee Operation Matrix (GOM)
- Attachment E: Notice of Grantee Operations Requirements – Review and Action
- Attachment F: Quarterly/Annual Report
- Attachment G: Extension Request Form

*Such section is hereby amended to read as follows:*

**Appendix A-1 Services to be provided by Grantee**

**1.0 PROGRAM DEFINITIONS**

<b>Broadway and Sharon Hotels:</b> Stabilization/Emergency and temporary housing provided to homeless or unstably housed clients of the Collaborative Courts
<b>CASC:</b> Community Assessment and Services Center, a Reentry Services Center of SFAPD.
<b>Case Manager:</b> A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.
<b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department



(SFAPD).
<b>City's Program Manager:</b> Destiny Pletsch
<b>Clean and Sober Transitional Housing:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.
<b>Collaborative Courts:</b> The San Francisco Collaborative Courts (SFCC) is a network of the Superior Court of California, County of San Francisco that works with individuals and families in the criminal justice, juvenile delinquency, and child welfare systems who are challenged by substance abuse, mental illness and other social welfare concerns. SFCC programs aim to improve individual and family outcomes, minimize incarceration, reduce criminal recidivism and improve public safety. Judicial leadership plays a significant role in motivating participant compliance. Collaborative Courts adhere to principles that combine the values of treatment and rehabilitation with a focus on accountability and public safety.
<b>Collaborative Courts Stabilization Units:</b> A housing program partnership between the San Francisco Adult Probation Department, Collaborative Courts, and Tenderloin Housing Clinic, in which emergency and temporary housing is provided to homeless or unstably housed Clients of the Collaborative Courts.
<b>COMPAS:</b> Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP).
<b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.
<b>Drake Hotel:</b> Clean and Sober transitional housing program located at 235 Eddy Street, San Francisco, CA 94102
<b>Grantee:</b> Tenderloin Housing Clinic (THC)
<b>Grantee's Program Manager:</b> Tabitha Allen
<b>Hart Hotel:</b> Clean and Sober transitional housing program located at 93 Sixth Street, San Francisco, CA 94102
<b>Housing Planning Specialist:</b> THC staff assigned to work in the two different service components of the Program: Rental Subsidy and Stabilization Housing Units. The HPSs work with Participants to address immediate barriers that could potentially prevent Participants from meeting housing goals, creates an Individual Permanent Housing Plan (IPHP) for each Participant, which tracks applications submitted, and progress toward stated goals, and works in tandem with Participant's APD funded case manager ensuring case manager is

informed of any incidents, challenges, and progress of each Participant.
<b>Housing Workshops/Trainings:</b> Presentations developed and delivered by THCs Transitional Housing Department Staff for the purpose of educating APD staff, contract staff, and clients about navigating San Francisco’s public, affordable, and market rate housing options. Housing workshops may also provide a venue for assisting clients with housing applications.
<b>IPO Program:</b> Interrupt, Predict, Organize (IPO); a violence prevention program integrating subsidized employment, professional development, and case management. Refers to both IPO TAY and IPO Family.
<b>IPHP:</b> Individualized Permanent Housing Plan.
<b>Justice Involved:</b> San Francisco residents who are at least 18 years of age, currently under local SFAPD probation supervision, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in San Francisco or other counties, or San Francisco residents who have a criminal history, or involved in the IPO Program.
<b>Program:</b> Clean and Sober Transitional Housing, Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops/Trainings described in this Appendix A.
<b>Participant:</b> Clients enrolled in the Clean and Sober Transitional and Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops and Trainings provided under this agreement.
<b>Rental Subsidy:</b> Financial assistance provided to participants for the purpose of supporting them in making the transition to market rate housing.
<b>SFAPD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD.
<b>SFCC:</b> San Francisco Collaborative Courts.
<b>Stably Housed:</b> Clients should be counted as “stably housed” if they are in permanent, stable housing at the point of follow-up, regardless of whether or not they are residing at the same address as when the assistance was provided.
<b>UCSF/Citywide Probation Team:</b> Team which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.

## 2.0 INTRODUCTION

The Grantee will provide Clean and Sober Transitional Housing to APD Clients and Stabilization Housing to Clients of the SFCC. The Program also offers Rental Subsidy Assistance, and Housing Workshops/Trainings.

## 3.0 ROLES AND RESPONSIBILITIES

### **3.1 City's Program Manager Roles and Responsibilities**

The City's Program Manager will:

- a) Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee's progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- b) Review and approve monthly cost reimbursement requests;
- c) Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- d) Regularly review and update Program documentation to reflect and report on the most current Program status.

*The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements - Review and Action" (Attachment D), are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.*

### **3.2 Grantee's Program Manager Roles, Responsibilities, and Main Tasks**

The Grantee's Program Manager will:

- a) Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations;
- b) Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager;
- c) Track all Program deliverables and coordinate program data collection;
- d) Provide regular updated Program documentation to reflect and report on the most current Program status;
- e) Keep the City's Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;
- f) Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- g) Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.3;
- h) Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

### **3.3 Program Management and Communication**

The Grantee's Program management and communications shall include, but are not limited to the following:

- a) Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee's Program Manager shall report on the Program tasks and deliverables for review, input, decision-making, and approval by the City's Program Manager;
- b) Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- c) Discussions on Client's status: Contact SFAPD prior to asking a Participant to leave the Program, unless there is an extreme circumstance in which a Participant is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City's Program Manager as soon as reasonably possible to discuss the circumstances;
- d) Regular phone/email/written communication with DPOs, service providers, and Client, as needed, to ensure that Clients' needs are being addressed and that Clients are following their Individualized Permanent Housing Plan;
- e) Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- f) Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

### **3.4 Hiring and Staffing Changes**

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- "Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status."

## **4.0 PROGRAM APPROACH**

### **4.1 General Service Approach**

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National Institute of Corrections' eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.

2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
  - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
  - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

## **5.0 GENERAL DESCRIPTION OF WORK**

### **5.1 Overview**

The City and County of San Francisco Adult Probation Department (SFAPD) supervises adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

### **5.2 Target Population**

The Program target population for the purpose of this Agreement shall be clients of Clients of the SFAPD and SFCC, and on a case by case basis, other justice involved adults who are San Francisco residents.

### **5.3 Description of Program Services**

The Grantee will provide:

- a) Clean and sober transitional housing services at the Drake Hotel & Hart Hotel (SFAPD Clients)
- b) Stabilization housing at the Broadway and Sharon Hotels (SFCC)
- c) Rental Subsidy Program: Includes, rental subsidy, move-in costs, and on a case by case basis, emergency rental assistance
- d) Housing Application Workshops and Trainings

#### **A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)**

Clean and Sober Transitional Housing services is provided by the Grantee through two programs:

- a) New Horizons (Drake Hotel)
- b) New Roads (Hart Hotel)

The Grantee shall Master Lease the Drake Hotel (up to 60 rooms), 235 Eddy Street, San Francisco, CA 94102 and block rent up to 29 rooms in the Hart Hotel located at 93 Sixth Street, San Francisco, CA 94102 or other agreed upon location.

The Grantee will manage the day-to-day operations of the New Horizons (Drake Hotel) and New Roads (Hart Hotel) housing programs. In collaboration with SFAPD funded case management services, the Grantee shall address Participants' substance dependency concerns, mental health issues, employment needs and life skills through broad, collaborative, culturally competent services that work toward Participant's permanent housing attainment.

The Program Length is as follows:

- a) New Horizons Program (Drake Hotel) is 12 months
- b) New Roads (Hart Hotel) Program is up to 6 months, with the possibility of a 6 month extension
- c) An individual's participation in either program is never to exceed the period of the individual's supervision under SFAPD

The Grantee will manage and deliver Clean and Sober Transitional Housing services through the following program components:

#### **1. Referral/Waitlist Management**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners during determined open referral periods for New Horizons (Drake Hotel) and New

Roads (Hart) programs respectively. SFAPD clients may be prioritized for program placement outside the open referral period if they meet the priority designation described below —SFAPD retains the ability to establish priority referral groups based on the needs of the Client population:

- Drake Hotel: Priority for SFAPD Clients completing 180 days of licensed residential treatment
- Hart Hotel: PRCS Clients with EOP status

Referral management includes the following:

- Continuous outreach to the top 10 clients on each waitlist;
- Participating in outreach in the Reentry Pod and Residential Treatment Programs;
- Tracking all referrals;
- The Grantee will confirm with the DPO via email that referrals for the Program are received;
- Conducting a lottery to establish a waitlist;
- Hosting program orientations and scheduling intakes/assessment; and
- Contacting clients and documenting attempts to contact in accordance with two contact policy

## **2. Intake/Assessment/Participant Agreement**

The Grantee's Program Team shall complete an intake of each Participant on the first day of program enrollment. If the Client is not deemed suitable for the Program, or the Client does not agree to the terms and conditions of the Program, the Grantee's Program Team shall notify the City's Program Manager and DPO immediately.

The intake process shall include the following:

- Complete client's IPHP within the first 10 days from intake (Attachment A);
- Ensuring the client is connect to an APD-funded case manager or an approved external case manager;
- Sign a Participant Agreement which outlines the program rules and expectations;
- Sign a Release of Information;
- Provide a copy of the grievance policy; and
- Assignment of a Housing Planning Specialist

## **3. Program Responsibilities:**

- Provide each Participant a bed, clean linen, pillow, and bed bug covers;
- Conduct, at a minimum, weekly regular room inspections;
- Implement/manage a Program Savings Requirement for each Participant. Savings amount will be determined on the basis of Participant income;
- Develop an Individual Permanent Housing Plan (IPHP) with each Participant, including tracking of submitted housing applications and progress toward stated goals. IPHP shall be shared with Participant, DPO, and Case Manager;
- Ensure participants complete a minimum of 3 housing applications within the first 30 days of Program enrollment. For Participants who enter the Program with no income, the Grantee's team shall assist the client to enroll in benefits, and then complete the required housing applications within 30 days of proof of income;
- Within 24 hours of a critical incident, provide a critical incident reports/program violations (Attachment B) to:
  - City's Program Manager
  - DPO
  - Case Manager

- Ensure that Program staff coordinates with Participant's Case Manager to address risks and needs as determined by the ITRP and all initial assessments;
- Assist as necessary, with SFAPD Housing Drug Testing Protocol;
- Ensure that Grantee's Program Manager and Program Staff participate in monthly collaborative housing meeting;
- Submit program extensions requests on behalf of Participants at least 30 days prior to scheduled exit for City's Program Manager consideration (Attachment G);
- Provide Exit Reports for all Participants (Attachment C); and
- Execute Room turnover:
- Upon Participant Program Exit, the Grantee will turn over the bedroom and fill the vacancy within 3 business days; the City's Program Manager will be contacted if additional time is necessary

**4. Maintain the Transitional Housing Program Policy and Operational Manual**

In partnership with the City's Program Manager, the Grantee shall update the Policy and Operational Manual annually and submit to the City's Program Manager.

**5. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 93 Sixth Street (Hart Hotel) and 235 Eddy Street (Drake Hotel), which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 93 Sixth Street and 235 Eddy Street;
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

**B) Stabilization Housing (Collaborative Courts—Broadway and Sharon Hotels)**

The Grantee shall block rent up to 15 units at the Broadway Hotel located at 2048 Polk Street/the Sharon Hotel located at 226 Sixth Street or another agreed upon location.



**1. Program Responsibilities:**

- Maintain all programmatic agreements with the Collaborative Courts regarding clients and room turnover.

**2. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 2048 Polk Street (Broadway Hotel) and 226 Sixth Street (Sharon Hotel) which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and its respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary;
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 2048 Polk Street
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

**C) Rental Subsidy Program**

The Rental Subsidy Program aims to financial assist participant's transition into market rate permanent housing. The target population for the program is SFAPD referred clients as having the potential to transition successfully off the subsidy within a specified timeframe, as assessed by the Grantee. A rental subsidy is defined as a monthly housing grant not to exceed \$350 per household per month over a maximum of 6 months or a Participant's termination from SFAPD supervision, whichever happens sooner. On a case by case basis, SFAPD may extend a participants program beyond 6 months.

The Grantee will manage and deliver the services through the following program components:

**1. Referral/Assessment**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners. On a case by case basis, SFAPD may consider referring to the Program Justice Involved San Francisco residents, not under SFAPD supervision.

The Grantee shall assess referred clients to determine eligibility and whether they are appropriate for subsidy or other assistance. The assessment will include a review of the following areas:

- Client's Income Requirements
  - Income must not exceed 80% of Area Median Income (AMI).
  - A minimum of 90 days of consecutive verified employment.
  - Client's income must be a minimum of \$2,200 per month net.
  - Demonstrated ability to increase income and transition off the subsidy within the specified timeframe.
  - Rent shall not exceed 50% of total net household income.
- Participant Agreement
  - Subsidy disbursement is contingent on program engagement and demonstrated progress toward achieving the milestones to increase their income, as established in the IPHP.
  - Provide proof of tenancy (i.e., be named on the lease agreement, have a valid sublease agreement that can be verified, or submit a completed tenant contract that can be verified).

## **2. Subsidy and Tenant Contribution/Financial Assistance**

- Participants will receive a flat subsidy of \$350 per month for six months.
- Participants' contribution (tenant contribution -TC) will be calculated by taking each Participant's total monthly rent (TR) and subtracting the flat subsidy of \$350 (TC=TR-\$350)
- Financial assistance to aid in the removal of housing related barriers to Participants, costs including but not limited to move-in costs; security deposits; one-time back rent assistance; clothing vouchers; and rental applications and credit report fees.
- On a case by case basis, with approval from City's Program Manager, Clients not enrolled in the Rental Subsidy program may be provided with one-time financial assistance for the purposes of eviction prevention, assistance with move-in costs, or other expenses that would allow a Client to move into or retain permanent housing.
- Clients who earn 80% AMI or more will not qualify for the subsidy program but may request a one-time move- in assistance for units wherein the rent does not exceed 50% of client's net income.
- Table 1 provides an example of the proposed tenant contribution and flat rental subsidy based on projected net income. As net incomes may vary based on the participant's earnings, this table acts as an example of projected net income, tenant contribution, flat rental subsidy, and the monthly max rent.

**Table 1: Tenant contribution and flat rental subsidy based on projected net income**

Hourly Income	Gross Income	Net Income Annual*	Monthly Net	50% of Net	Monthly Max Rent	Subsidy	Client Contribution	
\$ 13.46	\$28,000.00	\$ 23,138.33	\$ 1,928.19	\$ 964.10	\$ 964.10	\$ 350.00	\$ 614.10	
\$ 14.42	\$30,000.00	\$ 24,605.33	\$ 2,050.44	\$ 1,025.22	\$ 1,025.22	\$ 350.00	\$ 675.22	
\$ 15.38	\$32,000.00	\$ 26,072.33	\$ 2,172.69	\$ 1,086.35	\$ 1,086.35	\$ 350.00	\$ 736.35	
\$ 16.35	\$34,000.00	\$ 27,504.87	\$ 2,292.07	\$ 1,146.04	\$ 1,146.04	\$ 350.00	\$ 796.04	
\$ 17.31	\$36,000.00	\$ 28,931.87	\$ 2,410.99	\$ 1,205.49	\$ 1,205.49	\$ 350.00	\$ 855.49	
\$ 18.27	\$38,000.00	\$ 30,358.87	\$ 2,529.91	\$ 1,264.95	\$ 1,264.95	\$ 350.00	\$ 914.95	
\$ 19.23	\$40,000.00	\$ 31,785.87	\$ 2,648.82	\$ 1,324.41	\$ 1,324.41	\$ 350.00	\$ 974.41	
\$ 20.19	\$42,000.00	\$ 33,212.87	\$ 2,767.74	\$ 1,383.87	\$ 1,383.87	\$ 350.00	\$ 1,033.87	
\$ 21.15	\$44,000.00	\$ 34,625.67	\$ 2,885.47	\$ 1,442.74	\$ 1,442.74	\$ 350.00	\$ 1,092.74	
\$ 22.12	\$46,000.00	\$ 36,012.67	\$ 3,001.06	\$ 1,500.53	\$ 1,500.53	\$ 350.00	\$ 1,150.53	
\$ 23.08	\$48,000.00	\$ 37,394.67	\$ 3,116.22	\$ 1,558.11	\$ 1,558.11	\$ 350.00	\$ 1,208.11	
\$ 24.04	\$50,000.00	\$ 38,581.67	\$ 3,215.14	\$ 1,607.57	\$ 1,607.57	\$ 350.00	\$ 1,257.57	
\$ 25.00	\$52,000.00	\$ 39,768.67	\$ 3,314.06	\$ 1,657.03	\$ 1,657.03	\$ 350.00	\$ 1,307.03	
\$ 25.96	\$54,000.00	\$ 40,951.51	\$ 3,412.63	\$ 1,706.31	\$ 1,706.31	\$ 350.00	\$ 1,356.31	
\$ 26.92	\$56,000.00	\$ 42,112.51	\$ 3,509.38	\$ 1,754.69	\$ 1,754.69	\$ 350.00	\$ 1,404.69	
\$ 27.45	\$57,100.00	<b>80% AMI for San Francisco</b>						
\$ 27.88	\$58,000.00	\$ 43,273.51	\$ 3,606.13	\$ 1,803.06	\$ 1,803.06	\$ 350.00	\$ 1,453.06	
\$ 28.85	\$60,000.00	\$ 44,434.51	\$ 3,702.88	\$ 1,851.44	\$ 1,851.44	\$ 350.00	\$ 1,501.44	
\$ 29.81	\$62,000.00	\$ 45,595.51	\$ 3,799.63	\$ 1,899.81	\$ 1,899.81	\$ 350.00	\$ 1,549.81	
\$ 30.77	\$64,000.00	\$ 46,756.51	\$ 3,896.38	\$ 1,948.19	\$ 1,948.19	\$ 350.00	\$ 1,598.19	
\$ 31.73	\$66,000.00	\$ 47,917.51	\$ 3,993.13	\$ 1,996.56	\$ 1,996.56	\$ 350.00	\$ 1,646.56	
\$ 32.69	\$68,000.00	\$ 49,078.51	\$ 4,089.88	\$ 2,044.94	\$ 2,044.94	\$ 350.00	\$ 1,694.94	
\$ 33.65	\$70,000.00	\$ 50,239.51	\$ 4,186.63	\$ 2,093.31	\$ 2,093.31	\$ 350.00	\$ 1,743.31	

The net income is based on projections from <http://www.taxformcalculator.com/> but could vary based on deductions and other life circumstances. The actual calculations will be based on the net income stated on clients pay check stubs or earning statements.

#### **D) Housing Application Workshop and Trainings**

Centered on the dissemination of information and activities related to client's permanent housing attainment, the Grantee shall provide the following on an annual basis:

- 12 Housing Application Workshops for SFAPD Clients and SFAPD Partner Staff

Housing Application Workshops shall be open for all SFAPD client participation. THC will develop topics and materials based on relevant opportunities and or initiatives.

Grantee shall create and maintain an updated, comprehensive user manual for attainment and housing search preparation, complete with distributable tools such as handouts, fliers or resource guides. Grantee shall also create and maintain an updated, comprehensive user manual for all housing options and waitlists in San Francisco, including but not limited to, emergency shelters, transitional housing, project-based affordable housing, housing subsidy programs, and permanent supportive housing, complete with distributable tools.

## **6.0 ADMINISTRATIVE REQUIREMENTS**

### **6.1. Contract Operations Requirements**

The Grantee is expected to submit all reports, data tracking documents, and invoices as defined in Appendix A (Scope of Work) and Appendix B (Calculation of Charges). Additionally, the Grantee shall

adhere to the agreed upon budget, not overspend line items without prior approval from the City's Program Manager, work collaboratively to execute budget modifications and contract amendments, attend check-ins with the City's Program Manager, adhere to all communication protocols, and proactively promote the program's services.

The City's Program Manager will monitor program utility and performance, as well as the following areas:

- Submission of reports
- Submission of data tracking documents
- Submission of invoices
- Adherence to the program's budget
- Adherence to communication protocols
- Execution of contract amendments and budget modifications
- Collaborative program check-ins

If the requirements of the contract are not met, the City's Program Manager will issue a "Notice of Contract Operations Requirements - Review and Action" (Attachment D), which identifies contract challenges and requires immediate action. Grantee shall respond to any requirements listed in the "Notice of Contract Operations Requirements" by the required date.

### **6.2 Participant File**

Grantee shall develop and maintain complete, properly organized files on all Participants. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

The Grantee shall have written procedures for the release of case file information to include:

- a) 1) the Participant's signed and dated Release of Information Form,
- b) 2) the name of the person, agency or organization to whom the information was released, and
- c) 3) the signature of the employee who released the information and date of release.

Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

### **6.3. Program Reporting/Data Collection**

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;
- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Clients' demographic information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Grantee shall adhere to any and all guidelines or rules governing protection of Client;

- Assist the City in collecting and supplying Program and Client data to SFAPD or SFAPD contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (Attachment E);
- Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to SFAPD request; and
- Meet with City's Program Manager or other partners determined by SFAPD as required by SFAPD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and related documentation to City's Program Manager:

- Submission of Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
  - Tracking documents shall be submitted on the 1st and 15th of each month
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
  - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment E)
  - Reporting Schedule:
    - Quarterly/Annual reports are due as follows:
      - Q1 (July-Sept) Report due: November 1st
      - Q2 (Oct-Dec) Report due: February 1st
      - Q3 (Jan-March) Report due: May 1st
      - Q4 (April-June) Report and Annual report due: August 1st

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

## 7.0 PERFORMANCE MEASUREMENTS

### A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)

#### 1) Drake:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 48 beds-Must maintain 38 beds).
- **Reduce Homelessness:** Reduce homelessness by 14,016 days annually (48 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

#### 2) Hart Hotel:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 27 beds-Must maintain 22 beds).
- **Reduce Homelessness:** Reduce homelessness by 7,884 days annually (27 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

### B) Stabilization Housing (Collaborative Courts—Broadway/ Sharon Hotels)

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 15 beds-Must maintain 12

beds).

- **Reduce Homelessness:** Reduce homelessness by 4,380 days annually (15 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**C) Rental Subsidy Program**

- **Rental Subsidy:** Provide rental subsidy to 5-10 clients annually.
- **One Time Assistance:** Provide one time move in costs and/or rental assistance to 5-10 clients annually.
- **Stable Housing:** 75% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.

**D) Participant Satisfaction Survey (Attachment F):**

- Grantee will conduct a Participant Satisfaction survey 2 times per year
- Grantee will provide the City’s Program manager a summary report of the data from the Participant Satisfaction Survey
- A minimum of 85% of Participants surveyed will rate the program favorably

**7.0 DEPARTMENT LAISON**

In performing the services provided for in this Agreement, Department Liaison will be the City’s Program Manager

**List of Attachments:**

- Attachment A: Individual Permanent Housing Plan
- Attachment B: Incident/Program Violation Report
- Attachment C: Participant Exit Report
- Attachment D: Notice of Contract Operations Requirements – Review and Action
- Attachment E: Quarterly/Annual Report
- Attachment F: Participant Satisfaction Survey
- Attachment G: Extension Request Form

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

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

Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Cost reimbursement Request (no advances of Grant Funds shall be made);

- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs; and
- (5) capital expenses which must follow the guidelines set forth by the office of the

Controller. More information here:

<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants.pdf>;and

Eligible Expenses shall specifically *exclude*:

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

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

### **Gift Card Tracking and Submission Requirements**

#### **A) Gift Card Tracking Requirements**

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

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

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

**B) Gift Card Submission Requirements**

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

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



**Budget:**

SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM				
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>				
Contract Term: March 1, 2020 to February 28, 2022				
Program: Housing				Date: February 5, 2020
(Check One): X New      Renewal      Modification				
If modification, Effective Date of Mod.      No. of Allocation				
Program: Housing	Allocation One	Allocation Two	Allocation Three	Total
Program Term:	March 1, 2020- June 30, 2020 (4 month budget)	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>				
Salaries & Benefits	\$ 367,962	\$ 1,131,483	\$ 773,180	\$ 2,272,625
Operating Expense	\$ 81,629	\$ 252,912	\$ 171,522	\$ 506,063
<i>Subtotal</i>	\$ 449,591	\$ 1,384,395	\$ 944,702	\$ 2,778,688
Indirect Percentage (%)	11.5%	11.5%	11.5%	
Indirect Cost	\$ 51,703	\$ 159,205	\$ 108,641	\$ 319,549
Lease Expense	\$ 423,858	\$ 1,288,042	\$ 884,885	\$ 2,596,785
Rental Subsidies/Barrier Removal	\$ 8,333	\$ 25,000	\$ 16,667	\$ 50,000
<b>Total Expenditures</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
<i>Less Rental Income from Inherited tenants</i>				
<b>APD Contract</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
Prepared by: Tonya Jones				
Approved by APD Division Director:				

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date."

*Such section is hereby amended to read as follows:*

### Appendix B-1 Calculation of Charges

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

#### Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

(a) paid by Grantee prior to the submission of the applicable Cost reimbursement Request (no advances of Grant Funds shall be made);

(b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(c) operating (as opposed to capital) expenses;

(d) within the scope of the applicable Budget line item; and

(e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

(1) net salaries and wages

(2) rent or related fees for equipment, performance or meeting halls or studios;

(3) telephone charges, stationery and office supplies;

(4) advertising and publicity costs; and

(5) capital expenses which must follow the guidelines set forth by the office of the Controller. More information here:

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Eligible Expenses shall specifically *exclude*:

(1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;

(2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;

(3) penalties, late charges or interest on any late payments; or

(4) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

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

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**A) Gift Card Tracking Requirements**

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

**B) Gift Card Submission Requirements**

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

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

**Budget:**

Appendix B-2 (Budget) below includes a historic record of original allocations and any modifications prior to this first amendment. True actual expenditures for each year are incorporated into Appendix B-1 (Budget) below.

SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM				
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>				
Contract Term: March 1, 2020 to February 28, 2022				
Program: Housing				Date: February 5, 2020
(Check One): <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification				
If modification, Effective Date of Mod.      No. of Allocation				
Program: Housing	Allocation One	Allocation Two	Allocation Three	Total
Program Term:	March 1, 2020- June 30, 2020 (4 month budget)	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>				
Salaries & Benefits	\$ 367,962	\$ 1,131,483	\$ 773,180	\$ 2,272,625
Operating Expense	\$ 81,629	\$ 252,912	\$ 171,522	\$ 506,063
<i>Subtotal</i>	\$ 449,591	\$ 1,384,395	\$ 944,702	\$ 2,778,688
Indirect Percentage (%)	11.5%	11.5%	11.5%	
Indirect Cost	\$ 51,703	\$ 159,205	\$ 108,641	\$ 319,549
Lease Expense	\$ 423,858	\$ 1,288,042	\$ 884,885	\$ 2,596,785
Rental Subsidies/Barrier Removal	\$ 8,333	\$ 25,000	\$ 16,667	\$ 50,000
<b>Total Expenditures</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
<i>Less Rental Income from Inherited tenants</i>				
<b>APD Contract</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
Prepared by: Tonya Jones _____				
Approved by APD Division Director: _____				

**Appendix B-1 (Budget):**

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>			
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>			
Contract Term: March 1, 2020 to February 28, 2022			
Program: Housing		Date: September 2, 2020	
(Check One):    New            Renewal            Modification 1			
If modification, Effective Date of Mod.		No. of Allocation	
Program: Housing	Allocation Year Two	Allocation Year Three	Total
Program Term:	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>			
Salaries & Benefits	\$ 1,093,068	\$ 728,712	\$ 1,821,780
Operating Expense	\$ 266,777	\$ 168,360	\$ 435,137
Subtotal	\$ 1,359,845	\$ 897,072	\$ 2,256,917
Indirect Percentage (%)	11.5%	11.5%	
Indirect Cost	\$ 156,382	\$ 103,163	\$ 259,545
Lease Expense	\$ 1,269,551	\$ 863,192	\$ 2,132,743
Rental Subsidies/Barrier Removal	\$ 25,000	\$ 16,667	\$ 41,667
<b>Subtotal Expenditures</b>	<b>\$ 2,810,778</b>	<b>\$ 1,880,094</b>	<b>\$ 4,690,872</b>
Less Rental Income from Inherited tenants	\$ (34,294)	\$ (32,730)	
<b>Total Expenditures</b>	<b>\$ 2,776,484</b>	<b>\$ 1,847,364</b>	<b>\$ 4,623,848</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2020</b>			
Allocation Year One 03/01/3030-06/30/2020			\$ 891,723
Total Contract			\$ 5,515,571
Prepared by: Tonya Jones _____			
Approved by APD Division Director: _____			

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

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

CITY  
ADULT PROBATION DEPARTMENT

GRANTEE:  
TENDERLOIN HOUSING CLINIC, INC.

DocuSigned by:  
By: Karen L. Fletcher  
Karen L. Fletcher  
Chief Adult Probation Officer

DocuSigned by:  
By: Tabitha Allen  
Tabitha Allen

Approved as to Form:

Title: Deputy Director

Dennis J. Herrera  
City Attorney

DocuSigned by:  
By: Jana Clark  
Jana Clark  
Deputy City Attorney

**SAN FRANCISCO  
ADULT PROBATION DEPARTMENT**

**SECOND AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**TENDERLOIN HOUSING CLINIC, INC**

---

**SECOND AMENDMENT**

**This AMENDMENT of the, March 1, 2020 Grant Agreement** (the "Agreement") is dated as of December 1, 2021 **and** is made in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC, INC** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through ADULT PROBATION DEPARTMENT ("Department").

RECITALS

FIRST AMENDMENT                      JULY 1, 2020

**WHEREAS, WHEREAS**, the Agreement was competitively procured as required RFQ#APD2019-2 issued on July 5, 2019 and this modification is consistent therewith; and

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

**WHEREAS**, the Agreement is being amended to update the not to exceed amount, terms and conditions, and grant plan and budgets. ; and

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

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

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

(a) **ARTICLE 3 TERM** of the Grant Agreement currently reads as follows:

ARTICLE 3  
TERM

3.2 Duration of Term. The term of this Agreement shall commence on March 1, 2020 and expire on February 28, 2022, 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 amended to read as follows (changes in bold):*

ARTICLE 3  
TERM

3.2 Duration of Term. The term of this Agreement shall commence on March 1, 2020 and expire on **June 30, 2022**, 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) **Section 5.1** ("Maximum Amount of Grant Funds of the Grant Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed FIVE MILLION FIVE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED SEVENTY-ONE Dollars (\$5,515,571).

*Such section is hereby amended to read as follows (changes in bold):*

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION THREE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED TWENTY-FIVE Dollars (\$6,336,425)**.

(c) **Appendix A-1 Services to be provided by Grantee** of the Grant Agreement currently reads as follows:

**Appendix A-1 Services to be provided by Grantee**

<b>1.0 PROGRAM DEFINITIONS</b>
--------------------------------

<b>Broadway and Sharon Hotels:</b> Stabilization/Emergency and temporary housing provided to homeless or unstably housed clients of the Collaborative Courts
<b>CASC:</b> Community Assessment and Services Center, a Reentry Services Center of SFAPD.
<b>Case Manager:</b> A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.
<b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department



(SFAPD).
<b>City's Program Manager:</b> Destiny Pletsch
<b>Clean and Sober Transitional Housing:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.
<b>Collaborative Courts:</b> The San Francisco Collaborative Courts (SFCC) is a network of the Superior Court of California, County of San Francisco that works with individuals and families in the criminal justice, juvenile delinquency, and child welfare systems who are challenged by substance abuse, mental illness and other social welfare concerns. SFCC programs aim to improve individual and family outcomes, minimize incarceration, reduce criminal recidivism and improve public safety. Judicial leadership plays a significant role in motivating participant compliance. Collaborative Courts adhere to principles that combine the values of treatment and rehabilitation with a focus on accountability and public safety.
<b>Collaborative Courts Stabilization Units:</b> A housing program partnership between the San Francisco Adult Probation Department, Collaborative Courts, and Tenderloin Housing Clinic, in which emergency and temporary housing is provided to homeless or unstably housed Clients of the Collaborative Courts.
<b>COMPAS:</b> Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP).
<b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.
<b>Drake Hotel:</b> Clean and Sober transitional housing program located at 235 Eddy Street, San Francisco, CA 94102
<b>Grantee:</b> Tenderloin Housing Clinic (THC)
<b>Grantee's Program Manager:</b> Tabitha Allen
<b>Hart Hotel:</b> Clean and Sober transitional housing program located at 93 Sixth Street, San Francisco, CA 94102
<b>Housing Planning Specialist:</b> THC staff assigned to work in the two different service components of the Program: Rental Subsidy and Stabilization Housing Units. The HPSs work with Participants to address immediate barriers that could potentially prevent Participants from meeting housing goals, creates an Individual Permanent Housing Plan (IPHP) for each Participant, which tracks applications submitted, and progress toward stated goals, and works in tandem with Participant's APD funded case manager ensuring case manager is

informed of any incidents, challenges, and progress of each Participant.
<b>Housing Workshops/Trainings:</b> Presentations developed and delivered by THCs Transitional Housing Department Staff for the purpose of educating APD staff, contract staff, and clients about navigating San Francisco’s public, affordable, and market rate housing options. Housing workshops may also provide a venue for assisting clients with housing applications.
<b>IPO Program:</b> Interrupt, Predict, Organize (IPO); a violence prevention program integrating subsidized employment, professional development, and case management. Refers to both IPO TAY and IPO Family.
<b>IPHP:</b> Individualized Permanent Housing Plan.
<b>Justice Involved:</b> San Francisco residents who are at least 18 years of age, currently under local SFAPD probation supervision, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in San Francisco or other counties, or San Francisco residents who have a criminal history, or involved in the IPO Program.
<b>Program:</b> Clean and Sober Transitional Housing, Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops/Trainings described in this Appendix A.
<b>Participant:</b> Clients enrolled in the Clean and Sober Transitional and Stabilization Housing, Rental Subsidy Assistance, and Housing Workshops and Trainings provided under this agreement.
<b>Rental Subsidy:</b> Financial assistance provided to participants for the purpose of supporting them in making the transition to market rate housing.
<b>SFAPD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD.
<b>SFCC:</b> San Francisco Collaborative Courts.
<b>Stably Housed:</b> Clients should be counted as “stably housed” if they are in permanent, stable housing at the point of follow-up, regardless of whether or not they are residing at the same address as when the assistance was provided.
<b>UCSF/Citywide Probation Team:</b> Team which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.

## 2.0 INTRODUCTION

The Grantee will provide Clean and Sober Transitional Housing to APD Clients and Stabilization Housing to Clients of the SFCC. The Program also offers Rental Subsidy Assistance, and Housing Workshops/Trainings.

## 3.0 ROLES AND RESPONSIBILITIES

### **3.1 City's Program Manager Roles and Responsibilities**

The City's Program Manager will:

- a) Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee's progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- b) Review and approve monthly cost reimbursement requests;
- c) Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- d) Regularly review and update Program documentation to reflect and report on the most current Program status.

*The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements - Review and Action" (Attachment D), are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.*

### **3.2 Grantee's Program Manager Roles, Responsibilities, and Main Tasks**

The Grantee's Program Manager will:

- a) Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations;
- b) Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager;
- c) Track all Program deliverables and coordinate program data collection;
- d) Provide regular updated Program documentation to reflect and report on the most current Program status;
- e) Keep the City's Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;
- f) Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- g) Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.3;
- h) Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

### **3.3 Program Management and Communication**

The Grantee's Program management and communications shall include, but are not limited to the following:

- a) Scheduling and coordination of conference calls/meetings with the City’s Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee’s Program Manager shall report on the Program tasks and deliverables for review, input, decision-making, and approval by the City’s Program Manager;
- b) Written Program progress reports and updates to the City’s Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- c) Discussions on Client’s status: Contact SFAPD prior to asking a Participant to leave the Program, unless there is an extreme circumstance in which a Participant is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City’s Program Manager as soon as reasonably possible to discuss the circumstances;
- d) Regular phone/email/written communication with DPOs, service providers, and Client, as needed, to ensure that Clients’ needs are being addressed and that Clients are following their Individualized Permanent Housing Plan;
- e) Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- f) Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

### **3.4 Hiring and Staffing Changes**

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- “Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status.”

## **4.0 PROGRAM APPROACH**

### **4.1 General Service Approach**

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National Institute of Corrections’ eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
  - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
  - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

## **5.0 GENERAL DESCRIPTION OF WORK**

### **5.1 Overview**

The City and County of San Francisco Adult Probation Department (SFAPD) supervises adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

### **5.2 Target Population**

The Program target population for the purpose of this Agreement shall be clients of Clients of the SFAPD and SFCC, and on a case by case basis, other justice involved adults who are San Francisco residents.

### **5.3 Description of Program Services**

The Grantee will provide:

- a) Clean and sober transitional housing services at the Drake Hotel & Hart Hotel (SFAPD Clients)
- b) Stabilization housing at the Broadway and Sharon Hotels (SFCC)
- c) Rental Subsidy Program: Includes, rental subsidy, move-in costs, and on a case by case basis, emergency rental assistance
- d) Housing Application Workshops and Trainings

#### **A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)**

Clean and Sober Transitional Housing services is provided by the Grantee through two programs:

- a) New Horizons (Drake Hotel)
- b) New Roads (Hart Hotel)

The Grantee shall Master Lease the Drake Hotel (up to 60 rooms), 235 Eddy Street, San Francisco, CA 94102 and block rent up to 29 rooms in the Hart Hotel located at 93 Sixth Street, San Francisco, CA 94102 or other agreed upon location.

The Grantee will manage the day-to-day operations of the New Horizons (Drake Hotel) and New Roads (Hart Hotel) housing programs. In collaboration with SFAPD funded case management services, the Grantee shall address Participants' substance dependency concerns, mental health issues, employment needs and life skills through broad, collaborative, culturally competent services that work toward Participant's permanent housing attainment.

The Program Length is as follows:

- a) New Horizons Program (Drake Hotel) is 12 months
- b) New Roads (Hart Hotel) Program is up to 6 months, with the possibility of a 6 month extension
- c) An individual's participation in either program is never to exceed the period of the individual's supervision under SFAPD

The Grantee will manage and deliver Clean and Sober Transitional Housing services through the following program components:

### **1. Referral/Waitlist Management**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners during determined open referral periods for New Horizons (Drake Hotel) and New Roads (Hart) programs respectively. SFAPD clients may be prioritized for program placement outside the open referral period if they meet the priority designation described below —SFAPD retains the ability to establish priority referral groups based on the needs of the Client population:

- Drake Hotel: Priority for SFAPD Clients completing 180 days of licensed residential treatment
- Hart Hotel: PRCS Clients with EOP status

Referral management includes the following:

- Continuous outreach to the top 10 clients on each waitlist;
- Participating in outreach in the Reentry Pod and Residential Treatment Programs;
- Tracking all referrals;
- The Grantee will confirm with the DPO via email that referrals for the Program are received;
- Conducting a lottery to establish a waitlist;
- Hosting program orientations and scheduling intakes/assessment; and
- Contacting clients and documenting attempts to contact in accordance with two contact policy

### **2. Intake/Assessment/Participant Agreement**

The Grantee's Program Team shall complete an intake of each Participant on the first day of program enrollment. If the Client is not deemed suitable for the Program, or the Client does not agree to the terms and conditions of the Program, the Grantee's Program Team shall notify the City's Program Manager and DPO immediately.

The intake process shall include the following:

- Complete client's IPHP within the first 10 days from intake (Attachment A);
- Ensuring the client is connect to an APD-funded case manager or an approved external case manager;
- Sign a Participant Agreement which outlines the program rules and expectations;
- Sign a Release of Information;
- Provide a copy of the grievance policy; and
- Assignment of a Housing Planning Specialist

### **3. Program Responsibilities:**

- Provide each Participant a bed, clean linen, pillow, and bed bug covers;
- Conduct, at a minimum, weekly regular room inspections;
- Implement/manage a Program Savings Requirement for each Participant. Savings amount will be determined on the basis of Participant income;
- Develop an Individual Permanent Housing Plan (IPHP) with each Participant, including tracking of submitted housing applications and progress toward stated goals. IPHP shall be shared with Participant, DPO, and Case Manager;
- Ensure participants complete a minimum of 3 housing applications within the first 30 days of Program enrollment. For Participants who enter the Program with no income, the Grantee's team shall assist the client to enroll in benefits, and then complete the required housing applications within 30 days of proof of income;

- Within 24 hours of a critical incident, provide a critical incident reports/program violations (Attachment B) to:
  - City's Program Manager
  - DPO
  - Case Manager
- Ensure that Program staff coordinates with Participant's Case Manager to address risks and needs as determined by the ITRP and all initial assessments;
- Assist as necessary, with SFAPD Housing Drug Testing Protocol;
- Ensure that Grantee's Program Manager and Program Staff participate in monthly collaborative housing meeting;
- Submit program extensions requests on behalf of Participants at least 30 days prior to scheduled exit for City's Program Manager consideration (Attachment G);
- Provide Exit Reports for all Participants (Attachment C); and
- Execute Room turnover;
- Upon Participant Program Exit, the Grantee will turn over the bedroom and fill the vacancy within 3 business days; the City's Program Manager will be contacted if additional time is necessary

#### **4. Maintain the Transitional Housing Program Policy and Operational Manual**

In partnership with the City's Program Manager, the Grantee shall update the Policy and Operational Manual annually and submit to the City's Program Manager.

#### **5. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 93 Sixth Street (Hart Hotel) and 235 Eddy Street (Drake Hotel), which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 93 Sixth Street and 235 Eddy Street;
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);



- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

**B) Stabilization Housing (Collaborative Courts—Broadway and Sharon Hotels)**

The Grantee shall block rent up to 15 units at the Broadway Hotel located at 2048 Polk Street/the Sharon Hotel located at 226 Sixth Street or another agreed upon location.

**1. Program Responsibilities:**

- Maintain all programmatic agreements with the Collaborative Courts regarding clients and room turnover.

**2. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- Ensure the maintenance of the premises of 2048 Polk Street (Broadway Hotel) and 226 Sixth Street (Sharon Hotel) which includes all facilities maintenance;
- Provide documentation demonstrating that all congregate living spaces used to deliver the services under this Agreement are in compliance with all applicable building, sanitation, health, safety and fire codes, as well as City and County of San Francisco zoning and use ordinances;
- Ensure safety and security of facility exterior, interior, equipment, supplies, staff, Participants and all Participants' information;
- Maintain documentation of pest control services at each housing unit and make it available to the SFAPD staff upon request;
- Keep housing facility and it's respective room's equipment (sink/heat), furniture, appliances etc. clean and in good operating condition at all times and replace when necessary;
- Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery and at Grantee's expense. Grantee shall notify the City's Project Manager immediately of any such discoveries;
- Participate in a quarterly site inspection with the City's Program Manager at 2048 Polk Street
- Provides functional, clean bathrooms with sinks that deliver both hot and cold water, hand soap, paper towels, and paper seat covers;
- Has kitchen, dining areas, food storage area, equipment, appliances, furnishings and cabinetry that are clean and functional;
- Has proper lighting, heating, and ventilation;
- Has a secured location for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets);
- Has fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies; and
- Has No Smoking signs posted in full view of all Participants, staff, and visitors.

**C) Rental Subsidy Program**

The Rental Subsidy Program aims to financial assist participant's transition into market rate permanent housing. The target population for the program is SFAPD referred clients as having the potential to transition successfully off the subsidy within a specified timeframe, as assessed by the Grantee. A rental subsidy is defined as a monthly housing grant not to exceed \$350 per household per month over a maximum of 6 months or a Participant's termination from SFAPD supervision, whichever happens sooner. On a case by case basis, SFAPD may extend a participants program beyond 6 months.

The Grantee will manage and deliver the services through the following program components:

### 1. Referral/Assessment

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners. On a case by case basis, SFAPD may consider referring to the Program Justice Involved San Francisco residents, not under SFAPD supervision.

The Grantee shall assess referred clients to determine eligibility and whether they are appropriate for subsidy or other assistance. The assessment will include a review of the following areas:

- Client's Income Requirements
  - Income must not exceed 80% of Area Median Income (AMI).
  - A minimum of 90 days of consecutive verified employment.
  - Client's income must be a minimum of \$2,200 per month net.
  - Demonstrated ability to increase income and transition off the subsidy within the specified timeframe.
  - Rent shall not exceed 50% of total net household income.
- Participant Agreement
  - Subsidy disbursement is contingent on program engagement and demonstrated progress toward achieving the milestones to increase their income, as established in the IPHP.
  - Provide proof of tenancy (i.e., be named on the lease agreement, have a valid sublease agreement that can be verified, or submit a completed tenant contract that can be verified).

### 2. Subsidy and Tenant Contribution/Financial Assistance

- Participants will receive a flat subsidy of \$350 per month for six months.
- Participants' contribution (tenant contribution -TC) will be calculated by taking each Participant's total monthly rent (TR) and subtracting the flat subsidy of \$350 (TC=TR-\$350)
- Financial assistance to aid in the removal of housing related barriers to Participants, costs including but not limited to move-in costs; security deposits; one-time back rent assistance; clothing vouchers; and rental applications and credit report fees.
- On a case by case basis, with approval from City's Program Manager, Clients not enrolled in the Rental Subsidy program may be provided with one-time financial assistance for the purposes of eviction prevention, assistance with move-in costs, or other expenses that would allow a Client to move into or retain permanent housing.
- Clients who earn 80% AMI or more will not qualify for the subsidy program but may request a one-time move- in assistance for units wherein the rent does not exceed 50% of client's net income.
- Table 1 provides an example of the proposed tenant contribution and flat rental subsidy based on projected net income. As net incomes may vary based on the participant's earnings, this table acts as an example of projected net income, tenant contribution, flat rental subsidy, and the monthly max rent.

**Table 1: Tenant contribution and flat rental subsidy based on projected net income**

Hourly Income	Gross Income	Net Income Annual*	Monthly Net	50% of Net	Monthly Max Rent	Subsidy	Client Contribution	
\$ 13.46	\$28,000.00	\$ 23,138.33	\$ 1,928.19	\$ 964.10	\$ 964.10	\$ 350.00	\$ 614.10	
\$ 14.42	\$30,000.00	\$ 24,605.33	\$ 2,050.44	\$ 1,025.22	\$ 1,025.22	\$ 350.00	\$ 675.22	
\$ 15.38	\$32,000.00	\$ 26,072.33	\$ 2,172.69	\$ 1,086.35	\$ 1,086.35	\$ 350.00	\$ 736.35	
\$ 16.35	\$34,000.00	\$ 27,504.87	\$ 2,292.07	\$ 1,146.04	\$ 1,146.04	\$ 350.00	\$ 796.04	
\$ 17.31	\$36,000.00	\$ 28,931.87	\$ 2,410.99	\$ 1,205.49	\$ 1,205.49	\$ 350.00	\$ 855.49	
\$ 18.27	\$38,000.00	\$ 30,358.87	\$ 2,529.91	\$ 1,264.95	\$ 1,264.95	\$ 350.00	\$ 914.95	
\$ 19.23	\$40,000.00	\$ 31,785.87	\$ 2,648.82	\$ 1,324.41	\$ 1,324.41	\$ 350.00	\$ 974.41	
\$ 20.19	\$42,000.00	\$ 33,212.87	\$ 2,767.74	\$ 1,383.87	\$ 1,383.87	\$ 350.00	\$ 1,033.87	
\$ 21.15	\$44,000.00	\$ 34,625.67	\$ 2,885.47	\$ 1,442.74	\$ 1,442.74	\$ 350.00	\$ 1,092.74	
\$ 22.12	\$46,000.00	\$ 36,012.67	\$ 3,001.06	\$ 1,500.53	\$ 1,500.53	\$ 350.00	\$ 1,150.53	
\$ 23.08	\$48,000.00	\$ 37,394.67	\$ 3,116.22	\$ 1,558.11	\$ 1,558.11	\$ 350.00	\$ 1,208.11	
\$ 24.04	\$50,000.00	\$ 38,581.67	\$ 3,215.14	\$ 1,607.57	\$ 1,607.57	\$ 350.00	\$ 1,257.57	
\$ 25.00	\$52,000.00	\$ 39,768.67	\$ 3,314.06	\$ 1,657.03	\$ 1,657.03	\$ 350.00	\$ 1,307.03	
\$ 25.96	\$54,000.00	\$ 40,951.51	\$ 3,412.63	\$ 1,706.31	\$ 1,706.31	\$ 350.00	\$ 1,356.31	
\$ 26.92	\$56,000.00	\$ 42,112.51	\$ 3,509.38	\$ 1,754.69	\$ 1,754.69	\$ 350.00	\$ 1,404.69	
\$ 27.45	\$57,100.00	<b>80% AMI for San Francisco</b>						
\$ 27.88	\$58,000.00	\$ 43,273.51	\$ 3,606.13	\$ 1,803.06	\$ 1,803.06	\$ 350.00	\$ 1,453.06	
\$ 28.85	\$60,000.00	\$ 44,434.51	\$ 3,702.88	\$ 1,851.44	\$ 1,851.44	\$ 350.00	\$ 1,501.44	
\$ 29.81	\$62,000.00	\$ 45,595.51	\$ 3,799.63	\$ 1,899.81	\$ 1,899.81	\$ 350.00	\$ 1,549.81	
\$ 30.77	\$64,000.00	\$ 46,756.51	\$ 3,896.38	\$ 1,948.19	\$ 1,948.19	\$ 350.00	\$ 1,598.19	
\$ 31.73	\$66,000.00	\$ 47,917.51	\$ 3,993.13	\$ 1,996.56	\$ 1,996.56	\$ 350.00	\$ 1,646.56	
\$ 32.69	\$68,000.00	\$ 49,078.51	\$ 4,089.88	\$ 2,044.94	\$ 2,044.94	\$ 350.00	\$ 1,694.94	
\$ 33.65	\$70,000.00	\$ 50,239.51	\$ 4,186.63	\$ 2,093.31	\$ 2,093.31	\$ 350.00	\$ 1,743.31	

The net income is based on projections from <http://www.taxformcalculator.com/> but could vary based on deductions and other life circumstances. The actual calculations will be based on the net income stated on clients pay check stubs or earning statements.

#### **D) Housing Application Workshop and Trainings**

Centered on the dissemination of information and activities related to client's permanent housing attainment, the Grantee shall provide the following on an annual basis:

- 12 Housing Application Workshops for SFAPD Clients and SFAPD Partner Staff

Housing Application Workshops shall be open for all SFAPD client participation. THC will develop topics and materials based on relevant opportunities and or initiatives.

Grantee shall create and maintain an updated, comprehensive user manual for attainment and housing search preparation, complete with distributable tools such as handouts, fliers or resource guides. Grantee shall also create and maintain an updated, comprehensive user manual for all housing options and waitlists in San Francisco, including but not limited to, emergency shelters, transitional housing, project-based affordable housing, housing subsidy programs, and permanent supportive housing, complete with distributable tools.

## **6.0 ADMINISTRATIVE REQUIREMENTS**

### **6.1. Contract Operations Requirements**

The Grantee is expected to submit all reports, data tracking documents, and invoices as defined in Appendix A (Scope of Work) and Appendix B (Calculation of Charges). Additionally, the Grantee shall adhere to the agreed upon budget, not overspend line items without prior approval from the City's Program Manager, work collaboratively to execute budget modifications and contract amendments, attend check-ins with the City's Program Manager, adhere to all communication protocols, and proactively promote the program's services.

The City's Program Manager will monitor program utility and performance, as well as the following areas:

- Submission of reports
- Submission of data tracking documents
- Submission of invoices
- Adherence to the program's budget
- Adherence to communication protocols
- Execution of contract amendments and budget modifications
- Collaborative program check-ins

If the requirements of the contract are not met, the City's Program Manager will issue a "Notice of Contract Operations Requirements - Review and Action" (Attachment D), which identifies contract challenges and requires immediate action. Grantee shall respond to any requirements listed in the "Notice of Contract Operations Requirements" by the required date.

### **6.2 Participant File**

Grantee shall develop and maintain complete, properly organized files on all Participants. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

The Grantee shall have written procedures for the release of case file information to include:

- a) 1) the Participant's signed and dated Release of Information Form,
- b) 2) the name of the person, agency or organization to whom the information was released, and
- c) 3) the signature of the employee who released the information and date of release.

Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

### **6.3. Program Reporting/Data Collection**

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;
- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Clients' demographic

information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Grantee shall adhere to any and all guidelines or rules governing protection of Client;

- Assist the City in collecting and supplying Program and Client data to SFAPD or SFAPD contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (Attachment E);
- Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to SFAPD request; and
- Meet with City's Program Manager or other partners determined by SFAPD as required by SFAPD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and related documentation to City's Program Manager:

- Submission of Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
  - Tracking documents shall be submitted on the 1st and 15th of each month
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
  - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment E)
  - Reporting Schedule:
    - Quarterly/Annual reports are due as follows:
      - Q1 (July-Sept) Report due: November 1st
      - Q2 (Oct-Dec) Report due: February 1st
      - Q3 (Jan-March) Report due: May 1st
      - Q4 (April-June) Report and Annual report due: August 1st

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

## 7.0 PERFORMANCE MEASUREMENTS

### A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)

#### 1) Drake:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 48 beds-Must maintain 38 beds).
- **Reduce Homelessness:** Reduce homelessness by 14,016 days annually (48 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

#### 2) Hart Hotel:

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 27 beds-Must maintain 22 beds).

- **Reduce Homelessness:** Reduce homelessness by 7,884 days annually (27 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**B) Stabilization Housing (Collaborative Courts—Broadway/ Sharon Hotels)**

- **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 15 beds-Must maintain 12 beds).
- **Reduce Homelessness:** Reduce homelessness by 4,380 days annually (15 beds x 365 days x 80%).
- **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**C) Rental Subsidy Program**

- **Rental Subsidy:** Provide rental subsidy to 5-10 clients annually.
- **One Time Assistance:** Provide one time move in costs and/or rental assistance to 5-10 clients annually.
- **Stable Housing:** 75% of clients receiving a rental subsidy will remain stably housed 6 months after subsidy assistance ends.

**D) Participant Satisfaction Survey (Attachment F):**

- Grantee will conduct a Participant Satisfaction survey 2 times per year
- Grantee will provide the City's Program manager a summary report of the data from the Participant Satisfaction Survey
- A minimum of 85% of Participants surveyed will rate the program favorably

**7.0 DEPARTMENT LAISON**

In performing the services provided for in this Agreement, Department Liaison will be the City's Program Manager

**List of Attachments:**

- Attachment A: Individual Permanent Housing Plan
- Attachment B: Incident/Program Violation Report
- Attachment C: Participant Exit Report
- Attachment D: Notice of Contract Operations Requirements – Review and Action
- Attachment E: Quarterly/Annual Report
- Attachment F: Participant Satisfaction Survey
- Attachment G: Extension Request Form

*Such section is hereby amended to read as follows (changes in **bold**):*

**Appendix A-2 Services to be provided by Grantee**

**1.0 PROGRAM DEFINITIONS**

<p><b>Program:</b> Clean and Sober Transitional Housing, Stabilization Housing and Housing Workshops/Trainings described in this Appendix A.</p>
<p><b>SFAPD: Refers to the City and County of San Francisco Adult Probation Department. Also referred to as APD, and ADP.</b></p>
<p><b>CASC:</b> Community Assessment and Services Center, a <b>multi-services one stop reentry center</b> of the SFAPD.</p>
<p><b>Case Manager:</b> A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.</p>
<p><b>City:</b> City and County of San Francisco; for this Program, will consist of the (SFAPD).</p>
<p><b>City's Program Manager:</b> Destiny Pletsch</p>
<p><b>Client: Individuals referred by the SFAPD and under SFAPD supervision.</b></p>
<p><b>Clean and Sober Transitional Housing:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.</p>
<p><b>Collaborative Courts:</b> The San Francisco Collaborative Courts (SFCC) is a network of the Superior Court of California, County of San Francisco that works with individuals and families in the criminal justice, juvenile delinquency, and child welfare systems who are challenged by substance abuse, mental illness and other social welfare concerns. SFCC programs aim to improve individual and family outcomes, minimize incarceration, reduce criminal recidivism and improve public safety. Judicial leadership plays a significant role in motivating participant compliance. Collaborative Courts adhere to principles that combine the values of treatment and rehabilitation with a focus on accountability and public safety.</p>
<p><b>Collaborative Courts Stabilization Units:</b> A housing program partnership between the San Francisco Adult Probation Department, Collaborative Courts, and Tenderloin Housing Clinic, in which emergency and temporary housing is provided to homeless or unstably housed Clients of the Collaborative Courts.</p>
<p><b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.</p>
<p><b>Drake Hotel:</b> Clean and Sober transitional housing program located at 235 Eddy Street, San Francisco, CA 94102</p>

<b>Grantee:</b> Tenderloin Housing Clinic (THC)
<b>Grantee's Program Manager:</b> Tabitha Allen
<b>Hart Hotel: Billie Holiday Center</b> located at 93 Sixth Street, San Francisco, CA 94102
<b>Housing Planning Specialist:</b> THC staff assigned to work in the two different service components of the Program: Rental Subsidy and Stabilization Housing Units. The HPSs work with Participants to address immediate barriers that could potentially prevent Participants from meeting housing goals, creates an Individual Permanent Housing Plan (IPHP) for each Participant, which tracks applications submitted, and progress toward stated goals, and works in tandem with Participant's SFAPD funded case manager ensuring case manager is informed of any incidents, challenges, and progress of each Participant.
<b>Housing Workshops/Trainings:</b> Presentations developed and delivered by THCs Transitional Housing Department Staff for the purpose of educating SFAPD staff, contract staff, and clients about navigating San Francisco's public, affordable, and market rate housing options. Housing workshops may also provide a venue for assisting clients with housing applications.
<b>IPHP: Individualized Permanent Housing Plan.</b>
<b>Justice Involved: San Francisco residents who are under probation supervision with the SFAPD, on state parole on federal probation, participating in San Francisco collaborative courts, or San Francisco residents who have a criminal history.</b>
<b>Participant: Clients enrolled in the Clean and Sober Transitional and Stabilization Housing, and Housing Workshops and Trainings provided under this agreement.</b>
<b>SFCC: San Francisco Collaborative Courts.</b>
<b>Sharon Hotel: Stabilization housing program located at 226 Sixth Street, San Francisco, CA 94103.</b>
<b>Stably Housed: Clients should be counted as "stably housed" if they are in permanent, stable housing at the point of follow-up, regardless of whether or not they are residing at the same address as when the assistance was provided.</b>

## 2.0 INTRODUCTION



The Grantee will provide Clean and Sober Transitional Housing to **justice involved people** and Stabilization Housing to clients of the SFCC. The Program also will offer Housing Workshops/Trainings.

### **3.0 ROLES AND RESPONSIBILITIES**

#### **3.1 City's Program Manager Roles and Responsibilities**

The City's Program Manager will:

1. Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee's progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements
2. Review and approve monthly cost reimbursement requests
3. Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable

*The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements - Review and Action" (Attachment D), are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.*

#### **3.2 Grantee's Program Manager Roles, Responsibilities, and Main Tasks**

The Grantee's Program Manager will:

1. Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations, **and promptly responds to any identified performance improvement opportunities communicated by the City's Program Manager**
2. **Be responsible for meeting Grantee's obligations under the Agreement**
3. **Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners**
4. Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager
5. Track all Program deliverables and coordinate program data collection
6. Provide regular updated Program documentation to reflect and report on the most current Program status
7. **Coordinate Program data and collection**
8. Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis

#### **3.3 Program Management and Communication**

The Grantee's Program management and communications duties shall include, but are not limited to the following:

1. Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. **Meetings may also include all Program staff and Participants**

2. Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement
3. Contact Participant's DPO prior to terminating a Participant from the Program, unless there is an extreme circumstance in which a Participant is of immediate threat of harm to others
4. Communicate with the DPO when there are challenges with the Participant and when the Participant successfully or unsuccessfully exits the Program
5. Responses to any written, electronic or telephonic communication from SFAPD within 2 business days

### **3.4 Hiring and Staffing Changes**

The Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subgrantees use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- "Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status."

## **4.0 PROGRAM APPROACH**

### **4.1 General Service Approach**

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall approach the delivery of all services described in this Agreement within this framework and should specifically refer to National Institute of Corrections' eight evidence-based principles for effective intervention within community corrections

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
  - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
  - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.

4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

## 5.0 GENERAL DESCRIPTION OF WORK

### 5.1 Overview

The City and County of San Francisco Adult Probation Department (SFAPD) supervises and supports adults sentenced to community supervision and diversion programs. The SFAPD achieves excellence in community corrections, public safety, and public service through the integration of evidence-based practices and victim centered supervision strategies. By prioritizing racial equity and collaboration with the Courts, community-based organizations, City partners, victim organizations, and justice system stakeholders, the SFAPD provides a unique blend of justice, community support, and treatment that is equitable for all. SFAPD is committed to addressing the complex behavioral health needs of individuals by providing holistic and client-centered reentry services, which promote autonomy and sustainable life changes. The SFAPD values the diversity of its clients and invests in their success by providing a continuum of reentry services designed to address their individual needs and help them permanently exit the criminal justice system.

### 5.2 Target Population

The Program target population for the purpose of this Agreement shall be clients of Clients of the SFAPD and SFCC, and on a case by case basis, other justice involved adults who are San Francisco residents.

### 5.3 Description of Program Services

The Grantee will provide clean and sober transitional housing services at the Drake Hotel (SFAPD Clients), housing services at the Billie Holiday Stabilization Center located at the Hart Hotel (Justice Involved Participants) and Stabilization housing at the **Sharon Hotel** (SFCC) and Housing Application Workshops and Trainings.

**A) Clean and Sober Transitional Housing (Drake Hotel)**

Clean and Sober Transitional Housing services is provided through the New Horizons (Drake Hotel). The Grantee shall Master Lease the Drake Hotel (up to 60 rooms), 235 Eddy Street, San Francisco, CA 94102 or other agreed upon location.

The Grantee will manage the day-to-day operations of the New Horizons (Drake Hotel). In collaboration with SFAPD funded case management services, the Grantee shall address Participants' substance dependency concerns, mental health issues, employment needs and life skills through broad, collaborative, culturally competent services that work toward Participant's permanent housing attainment. The Program length is 12 months; an individual's participation in either program shall not exceed the period of the individual's supervision under SFAPD.

The Grantee will manage and deliver Clean and Sober Transitional Housing services through the following program components:

**1. Referral/Waitlist Management**

The Grantee shall receive referrals from DPOs, CASC Case Managers and other selected SFAPD partners during determined open referral periods. SFAPD clients may be prioritized for program placement outside the open referral period if they meet the priority designation described below—SFAPD retains the ability to establish priority referral groups based on the needs of the Client population:

- Drake Hotel: Priority for SFAPD Clients completing 180 days of licensed residential treatment
- Hart Hotel: Case managed clients from SFAPD Funded Case Management Partners

Referral management includes the following:

- a. Continuous outreach to the top 10 clients on each waitlist
- b. Participating in outreach
- c. Tracking all referrals
- d. The Grantee will confirm with the DPO via email that referrals for the Program are received
- e. Scheduling intakes/assessment

**2. Intake/Assessment/Participant Agreement**

The Grantee's Program Team shall complete an intake of each Participant on the first day of program enrollment. If the Client is not deemed suitable for the Program, or the Client does not agree to the terms and conditions of the Program, the Grantee's Program Team shall notify the **DPO and if applicable Case Manager.**

The intake process shall include the following:

- a. Ensuring the client is connected to a **SFAPD-funded case manager** or an approved external case manager
- b. Sign a Participant Agreement which outlines the program rules and expectations

- c. Sign a Release of Information as needed to coordinate service delivery and communicate with various providers including the DPO and Case Manager.
- d. Provide a copy of the grievance policy
- e. **Assignment of a Housing Planning Specialist**

### **3. Program Responsibilities**

The Grantee shall:

- a. Provide each Participant a bed, clean linen, pillow, and bed bug covers
- b. Conduct, at a minimum, weekly regular room inspections
- c. Manage a Program Savings Requirement
- d. Develop an Individual Permanent Housing Plan (IPHP) (Attachment A) with each Participant and track housing applications and progress toward stated goals. IPHP shall be shared with Participant, DPO, and Case Manager
- e. Ensure participants complete a minimum of 3 housing applications within the first 30 days of Program enrollment. For Participants who enter the Program with no income, the Grantee's team shall assist the client to enroll in benefits, and then complete the required housing applications within 30 days of proof of income
- f. In the following circumstances grantee shall submit an incident report/program violation (Attachment B) within 24 hours of the episode to the Participant's DPO, Case Manager and City's Program Manager:
  - i. Violence
  - ii. Threats of Violence
  - iii. Weapons
  - iv. Theft
  - v. Property Damage
  - vi. Erratic behavior
  - vii. An incident that rises to the level of staff intervention that requires a DPO, the Police, an ambulance, or staff escorting a client out of the program, banning a client from the program, or client behavior that a broader audience (SFAPD) should be on the lookout for
- g. Ensure that Program staff coordinates with Participant's Case Manager to address risks, needs and goals
- h. Assist as necessary, with SFAPD Housing Drug Testing Protocol
- i. Ensure that Grantee's Program Manager and Program Staff participate in monthly collaborative housing meeting
- j. Submit program extensions requests on behalf of Participants at least 30 days prior to scheduled exit for City's Program Manager consideration
- k. Provide Exit Reports for all Participants (Attachment C)
- l. Execute Room turnover: Upon Participant Program Exit, the Grantee will turn over the bedroom and fill the vacancy within 3 business days; the City's Program Manager will be contacted if additional time is necessary

### **4. Maintain the Transitional Housing Program Policy and Operational Manual**

In partnership with the City's Program Manager, the Grantee shall update the Policy and Operational Manual annually and submit to the City's Program Manager.

### **5. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall:

- a. Maintain and ensure the maintenance of the premises of 93 Sixth Street (Hart Hotel) and 235 Eddy Street (Drake Hotel), which includes all facilities maintenance
- b. Ensure all living spaces used to deliver the services under this Agreement are in compliance with all laws applicable building, sanitation, health, safety and fire codes.
- c. Regularly inspect for pest and rodent infestation and provide regular pest control services. Grantee will maintain pest control documentation
- d. Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants within 48 hours of discovery Participate in a quarterly site inspection with the City's Program Manager at 93 Sixth Street and 235 Eddy Street
- e. Ensure fully stocked first aid kits readily available throughout the housing sites, along with telephone numbers of all local emergency service agencies
- f. Has No Smoking signs posted in full view of all Participants, staff, and visitors

**B) Hart Hotel**

The Grantee shall block rent up to 29 rooms in the Hart Hotel located at 93 Sixth Street, San Francisco, CA 94102

**1. Program Responsibilities**

- a. Provide housing planning services with each Participant, including IDHP development. With obtained consent, Grantee may enter relevant IPHP to HSH's One System.
- b. Ensure that Program staff coordinates with Participant's Case Manager to address risks, needs and goals

**2. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall ensure:

- a. Premises of 93 Sixth Street (Hart Hotel) are well maintained
- b. All living spaces used to deliver the services under this Agreement are in compliance with all laws, applicable building, sanitation, health, safety and fire codes
- c. Regular inspection for pest and rodent infestation and provide regular pest control services. Grantee will maintain pest control documentation
- d. All repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants are addressed by the owner.
- e. Participate in a quarterly site inspection with the City's Program Manager
- f. Fully stocked first aid kits readily available throughout the housing site, along with telephone numbers of all local emergency service agencies

**C) Stabilization Housing (Collaborative Courts—Sharon Hotel)**

The Grantee shall block rent up to 15 units at the Sharon Hotel located at 226 Sixth Street or another agreed upon location.

**1. Program Responsibilities:**

- a. Maintain all programmatic agreements with the Collaborative Courts regarding clients and room turnover

**2. Housing Units and Ground Requirements**

In keeping and maintaining housing units under this Program, Grantee shall ensure:

- a. Premises of 226 Sixth Street (Sharon Hotel) are well maintained

- b. All living spaces used to deliver the services under this Agreement are in compliance with all laws, applicable building, sanitation, health, safety and fire codes
- c. Regular inspection for pest and rodent infestation and provide regular pest control services. Grantee will maintain pest control documentation
- d. All repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Participants are addressed by the owner.
- e. Participate in a quarterly site inspection with the City's Program Manager
- f. Fully stocked first aid kits readily available throughout the housing site, along with telephone numbers of all local emergency service agencies

### **C) Housing Application Workshop and Trainings**

Centered on the dissemination of information and activities related to client's permanent housing attainment, the Grantee shall provide the following on an annual basis:

- o 12 Housing Application Workshops for SFAPD Clients and SFAPD Partner Staff

Housing Application Workshops shall be open for all SFAPD client participation. THC will develop topics and materials based on relevant opportunities and or initiatives, including coordinating offsite visits to San Francisco's Adult Coordinated Entry System Access Points.

Grantee shall create and maintain an updated, comprehensive user manual for attainment and housing search preparation, complete with distributable tools such as handouts, fliers or resource guides. Grantee shall also create and maintain an updated, comprehensive user manual for all housing options and waitlists in San Francisco, including but not limited to, emergency shelters, transitional housing, project-based affordable housing, housing subsidy programs, and permanent supportive housing, complete with distributable tools.

## **6.0 ADMINISTRATIVE REQUIREMENTS**

### **6.1. Contract Operations Requirements**

The Grantee is expected to submit all reports, data tracking documents, and invoices as defined in Appendix A (Scope of Work) and Appendix B (Calculation of Charges). Additionally, the Grantee shall adhere to the agreed upon budget, not overspend line items without prior approval from the City's Program Manager, work collaboratively to execute budget modifications and contract amendments, attend check-ins with the City's Program Manager, adhere to all communication protocols, and proactively promote the program's services.

The City's Program Manager will monitor program utility and performance, as well as the following areas:

1. Submission of reports
2. Submission of data tracking documents
3. Submission of invoices
4. Adherence to the program's budget
5. Adherence to communication protocols
6. Execution of contract amendments and budget modifications
7. Collaborative program check-ins

If the requirements of the contract are not met, the City's Program Manager will issue a "Notice of Contract Operations Requirements - Review and Action" (Attachment D), which identifies contract

challenges and requires immediate action. Grantee shall respond to any requirements listed in the “Notice of Contract Operations Requirements” by the required date.

## **6.2 Participant File**

**The Grantee shall generate and maintain an information file for all Participants. The files must include at minimum, the following documents:**

1. Reentry Service Plan or IPHP
2. Documentation of Participants’ activities and Participants’ individualized goals related to the Program
3. If applicable, information on other services the Participant may be receiving
4. Copies of each Participants ID, Social Security Card, and Birth Certificate
5. Copies of each housing application submitted while in the Program

The Grantee shall ensure confidentiality of Participant records and information in accordance with all local, state and federal codes. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Participants’ medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

**The Grantee shall have written procedures for the release of case file information to include:**

1. The Participant’s signed and dated Release of Information Form
2. The name of the person, agency or organization to whom the information was released,
3. The signature of the employee who released the information and date of release
4. Written approval from SFAPD before releasing client case file information

## **6.3. Program Reporting/Data Collection**

Grantee’s Program Team shall:

1. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Participants’ demographic information, and services provided as defined in this agreement
2. Upon availability of SFAPD’s Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD’s Clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee’s staff shall be required to complete the Web Portal training provided by SFAPD
3. Coordinate Program data collection and evaluation efforts as requested by SFAPD
4. Confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In



the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Participant information;

Grantee shall submit the following reports and related documentation to City's Program Manager:

- o Tracking documents (Attachment E): due on the 1st of each month

Program Report (Attachment F): Submitted per the following reporting schedule:

- a. **July 1 – December 31 (Q1/Q2): Due on February 1st**
- b. **January 1 – June 30 (Q3/Q4): Due on August 1st**

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

<b>7.0 PERFORMANCE MEASUREMENTS</b>
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**Grantee shall meet or exceed the following performance measurements:**

**A) Clean and Sober Transitional Housing (Drake Hotel & Hart Hotel)**

- 1) Drake Hotel
  - a. **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 50 beds-Must maintain 40 beds).
  - b. **Reduce Homelessness:** Reduce homelessness by 14,600 days annually (50 beds x 365 days x 80%).
  - c. **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.
- 2) Hart Hotel:
  - a. **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 27 beds-Must maintain 22 beds).
  - b. **Reduce Homelessness:** Reduce homelessness by 7,884 days annually (27 beds x 365 days x 80%).
  - c. **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

**B) Stabilization Housing (Collaborative Courts—Sharon Hotel)**

- 1. Sharon Hotel
  - a. **Program Occupancy:** Maintain an 80% occupancy rate (Capacity is 15 beds-Must maintain 12 beds).
  - b. **Reduce Homelessness:** Reduce homelessness by 4,380 days annually (15 beds x 365 days x 80%).
  - c. **Permanent Housing Placements:** 40% of participants exiting the program will exit to permanent or stable housing.

<b>8.0 DEPARTMENT LAISON</b>
------------------------------

In performing the services provided for in this Agreement, Department Liaison will be the City's Program Manager

**List of Attachments:**

- Attachment A: Individual Permanent Housing Plan
- Attachment B: Incident/Program Violation Report
- Attachment C: Participant Exit Report
- Attachment D: Notice of Grantee Operations Requirements – Review and Action
- Attachment E: Quarterly/Annual Report
- Attachment F: Tracking Document
- Attachment G: Program Report

**(d) Appendix B. Appendix B - Calculation of Charges** of the Grant Agreement currently read as follows:

**Appendix B-1 Calculation of Charges**

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

Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs; and
- (5) capital expenses which must follow the guidelines set forth by the office of the

Controller. More information here:

<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants.pdf>;and

Eligible Expenses shall specifically *exclude*:

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

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

### **Gift Card Tracking and Submission Requirements**

#### **A) Gift Card Tracking Requirements**

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

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

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

#### **B) Gift Card Submission Requirements**

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

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

**Budget:**

Appendix B-2 (Budget) below includes a historic record of original allocations and any modifications prior to this first amendment. True actual expenditures for each year are incorporated into Appendix B-1 (Budget) below.

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>				
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>				
Contract Term: March 1, 2020 to February 28, 2022				
Program: Housing				Date: February 5, 2020
(Check One): X New      Renewal      Modification				
If modification, Effective Date of Mod.      No. of Allocation				
Program: Housing	Allocation One	Allocation Two	Allocation Three	Total
Program Term:	March 1, 2020- June 30, 2020 (4 month budget)	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>				
Salaries & Benefits	\$ 367,962	\$ 1,131,483	\$ 773,180	\$ 2,272,625
Operating Expense	\$ 81,629	\$ 252,912	\$ 171,522	\$ 506,063
<i>Subtotal</i>	\$ 449,591	\$ 1,384,395	\$ 944,702	\$ 2,778,688
Indirect Percentage (%)	11.5%	11.5%	11.5%	
Indirect Cost	\$ 51,703	\$ 159,205	\$ 108,641	\$ 319,549
Lease Expense	\$ 423,858	\$ 1,288,042	\$ 884,885	\$ 2,596,785
Rental Subsidies/Barrier Removal	\$ 8,333	\$ 25,000	\$ 16,667	\$ 50,000
<b>Total Expenditures</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
<i>Less Rental Income from Inherited tenants</i>				
<b>APD Contract</b>	<b>\$ 933,484</b>	<b>\$ 2,856,643</b>	<b>\$ 1,954,895</b>	<b>\$ 5,745,022</b>
Prepared by: Tonya Jones _____				
Approved by APD Division Director: _____				

**Appendix B-1 (Budget):**

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>			
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>			
Contract Term: March 1, 2020 to February 28, 2022			
Program: Housing		Date: September 2, 2020	
(Check One):    New            Renewal            Modification 1			
If modification, Effective Date of Mod.		No. of Allocation	
Program: Housing	Allocation Year Two	Allocation Year Three	Total
Program Term:	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>			
Salaries & Benefits	\$ 1,093,068	\$ 728,712	\$ 1,821,780
Operating Expense	\$ 266,777	\$ 168,360	\$ 435,137
Subtotal	\$ 1,359,845	\$ 897,072	\$ 2,256,917
Indirect Percentage (%)	11.5%	11.5%	
Indirect Cost	\$ 156,382	\$ 103,163	\$ 259,545
Lease Expense	\$ 1,269,551	\$ 863,192	\$ 2,132,743
Rental Subsidies/Barrier Removal	\$ 25,000	\$ 16,667	\$ 41,667
<b>Subtotal Expenditures</b>	<b>\$ 2,810,778</b>	<b>\$ 1,880,094</b>	<b>\$ 4,690,872</b>
Less Rental Income from Inherited tenants	\$ (34,294)	\$ (32,730)	
<b>Total Expenditures</b>	<b>\$ 2,776,484</b>	<b>\$ 1,847,364</b>	<b>\$ 4,623,848</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2020</b>			
Allocation Year One 03/01/3030-06/30/2020			<b>\$ 891,723</b>
Total Contract			<b>\$ 5,515,571</b>
Prepared by: Tonya Jones _____			
Approved by APD Division Director: _____			

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and

*Such section is hereby amended to read as follows:*

### **Appendix B-2 Calculation of Charges**

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

#### Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

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- (4) advertising and publicity costs; and
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Controller. More information here:

<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants.pdf>;and

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

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

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**A) Gift Card Tracking Requirements**

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

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

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

**B) Gift Card Submission Requirements**

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

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

**Budget:**

Appendix B-1 (Budget) below includes a historic record of original allocations and any modifications prior to this first amendment. True actual expenditures for each year are incorporated into Appendix B-2 (Budget) below.

SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM			
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>			
Contract Term: March 1, 2020 to February 28, 2022			
Program: Housing		Date: September 2, 2020	
(Check One):    New        Renewal        Modification 1			
If modification, Effective Date of Mod.        No. of Allocation			
Program: Housing	Allocation Year Two	Allocation Year Three	Total
Program Term:	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
<b>Expenditures</b>			
Salaries & Benefits	\$ 1,093,068	\$ 728,712	\$ 1,821,780
Operating Expense	\$ 266,777	\$ 168,360	\$ 435,137
Subtotal	\$ 1,359,845	\$ 897,072	\$ 2,256,917
Indirect Percentage (%)	11.5%	11.5%	
Indirect Cost	\$ 156,382	\$ 103,163	\$ 259,545
Lease Expense	\$ 1,269,551	\$ 863,192	\$ 2,132,743
Rental Subsidies/Barrier Removal	\$ 25,000	\$ 16,667	\$ 41,667
<b>Subtotal Expenditures</b>	<b>\$ 2,810,778</b>	<b>\$ 1,880,094</b>	<b>\$ 4,690,872</b>
Less Rental Income from Inherited tenants	\$ (34,294)	\$ (32,730)	
<b>Total Expenditures</b>	<b>\$ 2,776,484</b>	<b>\$ 1,847,364</b>	<b>\$ 4,623,848</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2020</b>			
Allocation Year One 03/01/3030-06/30/2020			\$ 891,723
Total Contract			\$ 5,515,571
Prepared by: Tonya Jones _____			
Approved by APD Division Director: _____			



**Appendix B-2 (Budget):**

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>		
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>		
Contract Term: March 1, 2020 to February 28, 2022		
Program: Housing		Date: August 10, 2021
(Check One):    New        Renewal        Modification 1		
If modification, Effective Date of Mod.        No. of Allocation		
Program: Housing	Allocation Year Three	Total
Program Term:	July 1, 2021-June 30, 2022 (12 month budget)	
<b>Expenditures</b>		
Salaries & Benefits	\$ 1,120,395	\$ 1,120,395
Operating Expense	\$ 270,360	\$ 270,360
Subtotal	\$ 1,390,755	\$ 1,390,755
Indirect Percentage (%)	11.5%	\$ 0
Indirect Cost	\$ 159,937	\$ 159,937
Lease Expense	\$ 1,235,297	\$ 1,235,297
Rental Subsidies/Barrier Removal	\$ -	\$ -
<b>Subtotal Expenditures</b>	<b>\$ 2,785,989</b>	<b>\$ 2,785,989</b>
Less Rental Income from Inherited tenants	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 2,785,989</b>	<b>\$ 2,785,989</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2021</b>		
Allocation Year One 03/01/2020-06/30/2020		<b>\$ 891,723</b>
Allocation Year Two 07/01/2020-06/30/2021		<b>\$ 2,658,713</b>
Total Contract		<b>\$ 6,336,425</b>
Prepared by: Tonya Jones		
Approved by APD Division Director:		

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2021.

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

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

**CITY**  
ADULT PROBATION DEPARTMENT

**GRANTEE:**  
TENDERLOIN HOUSING CLINIC, INC.

DocuSigned by:  
*Sharon C. Jackson, Chief Adult Probation Officer*  
Sharon C. Jackson  
Chief Adult Probation Officer 1/12/2022

DocuSigned by:  
*Tabitha Allen, Deputy Director*  
1220308A19464E8...  
Tabitha Allen  
Deputy Director

**Approved as to Form:**

\_\_\_\_\_

David Chiu  
City Attorney

DocuSigned by:  
*Jana Clark, Deputy City Attorney*  
C55BEA64595E442...  
By: \_\_\_\_\_  
Jana Clark  
Deputy City Attorney

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

**THIRD AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

---

**TENDERLOIN HOUSING CLINIC, INC.**

---

**THIRD AMENDMENT**

**This AMENDMENT of the, March 1, 2020 Grant Agreement** (the "Agreement") is dated as of July 1, 2022 and is made in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC, INC** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through ADULT PROBATION DEPARTMENT ("Department").

RECITALS

FIRST AMENDMENT	JULY 1, 2020
SECOND AMENDMENT	DECEMBER 1, 2021

**WHEREAS, WHEREAS**, the Agreement was competitively procured as required through RFQ#APD2019-2 issued on July 5, 2019 and this modification is consistent therewith; and

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

WHEREAS, the Agreement is being amended to update, Appendix B-2 Calculation of Charges, to Appendix B-3, update the not to exceed amount, and terms and conditions of the Grant Agreement; and

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

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

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

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

**(a)** ARTICLE 3 TERM Section 3.2 Duration of Term of the Grant Agreement currently reads as follows:

ARTICLE 3  
TERM

3.2 Duration of Term. The term of this Agreement shall commence on March 1, 2020 and expire on June 30, 2022, 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 amended to read as follows (changes in **bold**):*

ARTICLE 3  
TERM

3.2 Duration of Term. The term of this Agreement shall commence on **July 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)** **Section 5.1.** Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION THREE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED TWENTY-FIVE Dollars (\$6,336,425)**.

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHT MILLION SEVEN HUNDRED SIX THOUSAND EIGHTY-ONE Dollars (\$8,706,081)**.

**(c) Appendix B-2 Calculation of Charges**

Appendix B-2 Calculation of Charges of the Grant Agreement currently reads as follows:

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

Definition of Eligible Expenses

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

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- (2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds
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- (4) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

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

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- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.
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Payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

**Budget:**

Appendix B-1 (Budget) below includes a historic record of original allocations and any modifications prior to this first amendment. True actual expenditures for each year are incorporated into Appendix B-2 (Budget) below.

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<b>Grantee: Tenderloin Housing Clinic, Inc.</b>			
Contract Term: March 1, 2020 to February 28, 2022			
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(Check One):    New            Renewal            Modification 1			
If modification, Effective Date of Mod.            No. of Allocation			
Program: Housing	Allocation Year Two	Allocation Year Three	Total
Program Term:	July 1, 2020- June 30, 2021 (12 month budget)	July 1, 2021-February 28, 2022 (8 month budget)	
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Operating Expense	\$ 266,777	\$ 168,360	\$ 435,137
Subtotal	\$ 1,359,845	\$ 897,072	\$ 2,256,917
Indirect Percentage (%)	11.5%	11.5%	
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Rental Subsidies/Barrier Removal	\$ 25,000	\$ 16,667	\$ 41,667
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Less Rental Income from Inherited tenants	\$ (34,294)	\$ (32,730)	
<b>Total Expenditures</b>	<b>\$ 2,776,484</b>	<b>\$ 1,847,364</b>	<b>\$ 4,623,848</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2020</b>			
Allocation Year One 03/01/3030-06/30/2020			\$ 891,723
Total Contract			\$ 5,515,571
Prepared by: Tonya Jones _____			
Approved by APD Division Director: _____			

**Appendix B-2 (Budget):**

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Program: Housing		Date: August 10, 2021
(Check One):    New        Renewal        Modification 1		
If modification, Effective Date of Mod.        No. of Allocation		
Program: Housing	Allocation Year Three	Total
Program Term:	July 1, 2021-June 30, 2022 (12 month budget)	
<b>Expenditures</b>		
Salaries & Benefits	\$ 1,120,395	\$ 1,120,395
Operating Expense	\$ 270,360	\$ 270,360
Subtotal	\$ 1,390,755	\$ 1,390,755
Indirect Percentage (%)	11.5%	\$ 0
Indirect Cost	\$ 159,937	\$ 159,937
Lease Expense	\$ 1,235,297	\$ 1,235,297
Rental Subsidies/Barrier Removal	\$ -	\$ -
<b>Subtotal Expenditures</b>	<b>\$ 2,785,989</b>	<b>\$ 2,785,989</b>
Less Rental Income from Inherited tenants	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 2,785,989</b>	<b>\$ 2,785,989</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2021</b>		
Allocation Year One 03/01/2020-06/30/2020		\$ 891,723
Allocation Year Two 07/01/2020-06/30/2021		\$ 2,658,713
Total Contract		\$ 6,336,425
Prepared by: Tonya Jones		
Approved by APD Division Director:		

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.



In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a “new cost reimbursement submission date,” and

*Such section is hereby amended to read as follows (changes in **bold**):*

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

Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs; and
- (5) capital expenses which must follow the guidelines set forth by the office of the

Controller. More information here:

<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants.pdf>;and

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds
- (3) penalties, late charges or interest on any late payments; or

- (4) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

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

### **Gift Card Tracking and Submission Requirements**

#### **A) Gift Card Tracking Requirements**

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

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

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

#### **B) Gift Card Submission Requirements**

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

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

**Budget:**

Appendix B-3 (Budget) below includes a historic record of original allocations and any modifications prior to this third amendment. True actual expenditures for each year are incorporated into Appendix B-3 (Budget) below.

**Appendix B-3 (Budget):**

<b>SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM</b>		
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>		
Contract Term: July 1, 2022 to June 30, 2023		
Program: Housing	Date: September 26, 2022	
(Check One): New    Renewal <input checked="" type="checkbox"/> Modification		
If modification, Effective Date of Mod.    No. of Allocation		
Program: Housing	Allocation Year Three	Total
Program Term:	July 1, 2022-June 30, 2023 (12 month budget)	
<b>Expenditures</b>		
Salaries & Benefits	\$ 1,007,489	\$ 1,007,489
Operating Expense	\$ 239,614	\$ 239,614
Subtotal	\$ 1,247,103	\$ 1,247,103
Indirect Percentage (%)	11.5%	11.5%
Indirect Cost	\$ 143,417	\$ 143,417
Lease Expense	\$ 1,243,346	\$ 1,243,346
Rental Subsidies/Barrier Removal	\$ -	\$ -
<b>Subtotal Expenditures</b>	<b>\$ 2,633,866</b>	<b>\$ 2,633,866</b>
Less Rental Income from Inherited tenants	\$ -	
<b>Total Expenditures</b>		<b>\$ 2,633,866</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2022</b>		
Allocation Year One 03/01/2020-06/30/2020		<b>\$ 891,723</b>
Allocation Year Two 07/01/2020-06/30/2021		<b>\$ 2,658,713</b>
Allocation Year Two 07/01/2021-06/30/2022		<b>\$ 2,521,779</b>
<b>Total Contract</b>		<b>\$ 8,706,081</b>
Prepared by: Steve Adami/Tonya Jones		
Approved by APD Division Director:		

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

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

CITY  
ADULT PROBATION DEPARTMENT  
By: Cristel Tullock, CAPA  
Cristel Tullock  
Chief Adult Probation Officer

GRANTEE:  
TENDERLOIN HOUSING CLINIC, INC.  
DocuSigned by:  
By: Tabitha Allen, Deputy Director  
Tabitha Allen  
Deputy Director

Approved as to Form:

David Chiu  
City Attorney

By: Jana Clark, Deputy City Attorney  
Jana Clark  
Deputy City Attorney

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

**FOURTH AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**TENDERLOIN HOUSING CLINIC, INC.**

**FOURTH AMENDMENT**

**This AMENDMENT of the, March 1, 2020 Grant Agreement** (the "Agreement") is dated as of July 1, 2023 **and** is made in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC INC.** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **ADULT PROBATION DEPARTMENT** ("Department").

**RECITALS**

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

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

WHEREAS, The Grant Agreement is being amended to increase the not to exceed amount, update Article 16, update Appendix B-3 to B-4; and

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

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

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

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

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed EIGHT MILLION SEVEN HUNDRED SIX THOUSAND EIGHTY-ONE dollars (\$8,706,081).

*Such section is hereby amended to read as follows (changes in **bold**):*

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

(b) **Article 16 Compliance** of the Grant Agreement currently reads as follows:

ARTICLE 16  
COMPLIANCE

16.20 Reserved.

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

ARTICLE 16  
COMPLIANCE

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

(c) **Appendix B-2: (Calculation of Charges)** of the Grant Agreement currently reads as follows:

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A-2. In no

event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below

#### Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs; and
- (5) capital expenses which must follow the guidelines set forth by the office of the

Controller. More information here:

<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants.pdf>;and

Eligible Expenses shall specifically *exclude*:

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

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

## **Gift Card Tracking and Submission Requirements**

### **A) Gift Card Tracking Requirements**

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

- a) Date Gift Card/Voucher was issued
- b) # of Gift Cards distributed to the client on that date
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- g) Client Signature
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Once all gift cards have been distributed, Grantee shall submit a copy of their gift card/voucher tracking log(s) to the City's Program Manager. The log(s) must include the month in which the purchase of the gift cards will be invoiced to the City APD.

### **B) Gift Card Submission Requirements**

- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.
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Payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

### **Budget:**

Appendix B-3 (Budget) below includes a historic record of original allocations and any modifications prior to this third amendment. True actual expenditures for each year are incorporated into Appendix B-3 (Budget) below.



**Appendix B-3 (Budget):**

SAN FRANCISCO ADULT PROBATION DEPARTMENT BUDGET SUMMARY BY PROGRAM		
<b>Grantee: Tenderloin Housing Clinic, Inc.</b>		
Contract Term: July 1, 2022 to June 30, 2023		
Program: Housing	Date: September 26, 2022	
(Check One): New    Renewal <input checked="" type="checkbox"/> Modification		
If modification, Effective Date of Mod.    No. of Allocation		
Program: Housing	Allocation Year Three	Total
Program Term:	July 1, 2022-June 30, 2023 (12 month budget)	
<b>Expenditures</b>		
Salaries & Benefits	\$ 1,007,489	\$ 1,007,489
Operating Expense	\$ 239,614	\$ 239,614
Subtotal	\$ 1,247,103	\$ 1,247,103
Indirect Percentage (%)	11.5%	11.5%
Indirect Cost	\$ 143,417	\$ 143,417
Lease Expense	\$ 1,243,346	\$ 1,243,346
Rental Subsidies/Barrier Removal	\$ -	\$ -
<b>Subtotal Expenditures</b>	<b>\$ 2,633,866</b>	<b>\$ 2,633,866</b>
Less Rental Income from Inherited tenants	\$ -	
<b>Total Expenditures</b>		<b>\$ 2,633,866</b>
<b>Historical Actual Program Cost from 03/01/2020-06/30/2022</b>		
Allocation Year One 03/01/2020-06/30/2020		\$ 891,723
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<b>Total Contract</b>		<b>\$ 8,706,081</b>
Prepared by: Steve Adamil/Tonya Jones		
Approved by APD Division Director:		

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which the additional information is received will mark a “new cost reimbursement submission date,” and

*Such section is hereby amended to read as follows (changes in **bold**):*

#### **Appendix B-4: Calculation of Charges**

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

##### Definition of Eligible Expenses

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- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
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- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

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- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds
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Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses no later than the 15<sup>th</sup> of each month for services provided in the previous month. Additionally, the City's Program manager must approve all purchases for a single item that exceeds \$500.

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

### **Budget:**

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

**Appendix B-4 (Budget):**

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

Date: May 25, 2023

(Check One): New      Renewal       Modification / Extension

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

Program: Transitional Housing

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

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

<b>Total Contract</b>		<b>\$ 9,929,309</b>
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Prepared by: Wynne Tang

Approved by APD CFO: Taras Madison

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;

Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date."

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

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

**CITY**  
ADULT PROBATION DEPARTMENT

**GRANTEE:**  
TENDERLOIN HOUSING CLINIC, INC.

DocuSigned by:  
*Cristel Tullock, CAPA*  
CBB3D692B399444...  
By: \_\_\_\_\_  
Cristel Tullock  
Chief Adult Probation Officer

DocuSigned by:  
*Tabitha Allen, Deputy Director*  
1220308A19464E8...  
By: \_\_\_\_\_  
Print Name: Tabitha Allen

**Approved as to Form:**

Title: Deputy Director

David Chiu  
City Attorney

Federal Tax ID #: 942681706

DocuSigned by:  
*Jana Clark, Deputy City Attorney*  
C55BEA64595E442...  
By: Jana Clark  
Deputy City Attorney

City Vendor Number: 0000009870



# City and County of San Francisco Adult Probation Department



## REQUEST FOR QUALIFICATIONS (RFQ)

### Housing and Supportive Services

RFQ# APD2019-02

**CONTACT: Elisa Baeza, [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)**

#### Background

The San Francisco Adult Probation Department (“APD”) supervises adult offenders on probation, post-release community supervision, and mandatory supervision; and it provides reports to the Superior Court to inform sentencing decisions. APD’s commitment to “Protecting the Community, Serving Justice, and Changing Lives” is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of APD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

The Reentry Division of Adult Probation administers a large portfolio of reentry services ranging from oversight of the Community Assessment and Services Center (CASC), to an in-custody pre-release program, and post-release services including employment, education, mentoring, and a wide range of housing services. The Reentry Division collaborates with city, community and private partners to strengthen the reentry safety-net for people with criminal histories

APD invites responses from qualified nonprofit organizations to provide housing and supportive services to individuals under APD supervision and other justice-involved individuals, ages 18 and older, who are residents San Francisco.

Other City Departments and other public safety agencies may utilize the results of this competitive Solicitation (see Administrative Code section 21.16(c).) in accordance with their laws, rules, and regulations.

Each Respondent must demonstrate that it meets the Minimum Qualifications described in RFQ Attachment 2 to be considered.

#### Schedule\*

RFQ Issued	July 2, 2019
RFQ Questions Deadline (12:00 pm PT)	<b>July 10 9</b> , 2019
RFQ Answers and Clarification Available	July 12, 2019
Response Package Deadline (12:00 pm PT)	<b>August 5, 2019</b> <del>July 23, 2019</del>
Notice of Pre-Qualification Release	<b>August 19 9</b> , 2019

**Estimated Available Funds:** The projected annual amount is \$15,000,000 and is contingent on total funds available and contract negotiations.

**Desired Start Date:** 09/01/2019

**Estimated Grant Term:** Respondents pre-qualified under this RFQ will remain eligible for consideration for contract negotiations on an as-needed basis for two (2) years from the Pre-Qualification Notification date. Firms pre-qualified under this RFQ are not guaranteed a grant.

Grant term shall be for two (2) years with an option to extend the term for an additional three (3) years, subject to City approval, for a total of five (5) years. APD has the sole, absolute discretion to exercise this option, and reserves the right to enter into grants of a shorter duration. At its sole discretion, APD may make multiple awards.

#### Contract Monitoring Division Local Business Enterprise (“LBE”) Subcontracting Requirement:

There is no local business enterprise (“LBE”) subcontracting goal for this RFQ or the contract awarded from this RFQ. LBEs are strongly encouraged to submit responses and will receive bonus points in accordance with RFQ Section 4.3 Part 4. and Attachment 4.

**RFQ Questions and Communications** Interested parties are directed NOT to contact any employees, agents, or officials of the City other than those specifically designated in this RFQ and its attachments.

Email questions to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) by the RFQ Questions Deadline.

Check the [Adult Probation Department website](#) for latest schedule.

No questions will be accepted after the RFQ Questions Deadline with the exception of City vendor compliance questions.

\*Dates are subject to change.



# 1. Introduction

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## 1.1 Definitions

General terms used in this Request for Qualifications (RFQ) are defined as follows:

<b>CASC:</b> Community Assessment and Services Center, a Reentry Service of APD.
<b>Case Manager:</b> A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.
<b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department (APD).
<b>Clean and Sober:</b> A transitional housing environment that strives to be free of drugs and alcohol.
<b>Client:</b> Individuals referred by APD and under APD supervision or meets the definition of justice involved.
<b>Emergency Housing:</b> Short-term emergency shelter for a pre-determined maximum number of days to adults experiencing homelessness in San Francisco.
<b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.
<b>Gender Responsive:</b> Gender-specific services to target populations.
<b>Grantee:</b> Organizations awarded an agreement for services through this RFQ.
<b>Justice Involved:</b> Adult individuals who have been involved in the justice system or under the supervision of local probation, state parole, or federal probation.
<b>Rental Subsidy:</b> Financial assistance in the form of a shallow or temporary subsidy provided to eligible Clients to support them in making the transition from homelessness or transitional housing to permanent housing.
<b>Respondent:</b> Nonprofit organization submitting a response package to this RFQ.
<b>APD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred to as ADP or SFAPD.
<b>Supportive Services:</b> May include educational (e.g., GED), workforce development, mental health, medical, etc.
<b>Transitional Housing Program:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.
<b>TAYA:</b> Transitional Age Young Adults.
<b>TGNC:</b> Transgender & Gender non-Conforming People.
<b>Supplier:</b> Nonprofit organization submitting a response package to this RFQ. Also referred to "Supplier."

## 1.2 Intent of this RFQ

The City and County of San Francisco (“City”) Adult Probation Department (“APD”) seeks response packages from nonprofit organizations able to **provide housing and supportive services to individuals under APD supervision and other justice-involved individuals, ages 18 and older, who are residents San Francisco.**

It is the intent of APD to execute grant agreements with nonprofit organizations to perform the services described in Section 2 of this RFQ. Any grant agreement resulting from this RFQ will have an original term of two years with an option to extend the term for an additional three-year term, for a total of five years. Depending upon availability of funds, the not-to-exceed annual amount for all the grant agreements, combined, resulting from this RFQ shall be \$15,000,000.

There is no guarantee of a minimum amount of work or compensation for any of the Respondents selected for pre-qualification. APD may select Respondents from the pre-qualified pool in its sole and absolute discretion.

Pre-qualified Respondents must demonstrate specialized knowledge, expertise, and state-of-the-art techniques that are beyond the capabilities of the City’s staff and resources. APD will create a pre-qualified pool of non-profit service providers with experience providing housing services to a high needs justice involved population.

To make its pre-qualification determination, Respondent qualifications, including prior project description information, firm and staff qualifications, proposed budget, and other information, as described herein, will be evaluated.

Any City department may utilize the results of this RFQ.

## 1.3 Background of APD

The San Francisco Adult Probation Department (APD) is an integral partner in the City’s criminal justice system. APD contributes to public safety by supervising clients placed on probation, post release community supervision and mandatory supervision, providing reports to the Superior Court to inform sentencing decisions, and supporting victims of crimes by providing information about their rights. APD’s goal is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

APD supervises adult offenders on court-ordered adult probation supervision, mandatory supervision, post release community supervision, and diversion programs. Supervision of each client is tailored to reflect their public safety risk and is informed by completion of a nationally validated assessment tool, Correctional Offender Management Profiling and Alternative Sanctions (COMPAS). COMPAS assesses both the client’s risk of reoffending and their needs that relate to criminal activity. APD matches clients with appropriate treatment programs, housing, and other services, and assists them with developing the skills needed to live crime-free and productive lives.

APD strives to create an environment in which staff and clients alike have access to culturally and linguistically appropriate services and opportunities. Through its policies, practices, and operations APD demonstrates respect, awareness, and appreciation of clients’ and staff’s beliefs, practices, traditions, religions, history, languages, and criminal histories.

## 2. Scope of Work

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### 2.1 General Information

The scope of work described below is intended as a general guide to the work APD expects to be performed, and is not a complete listing of all services that may be required or desired.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for previous and future survey projects, the selected Respondent's findings and data gathered may be shared by the City with other City grantees or contractors, as deemed appropriate by the City.

APD seeks Responses from nonprofit organizations with expertise in providing: ***Housing and supportive services to individuals under APD supervision and other justice-involved residents San Francisco.***

### 2.2 Description of Services

#### A. Target Population

Individuals under APD supervision, and other justice-involved individuals, ages 18 and older, who are San Francisco residents.

Specialized justice involved populations may include:

- Transitional Age Young Adults (TAYA)
- Transgender Non-Conforming (TGNC)
- Women's Gender Responsive (WRG)
- Senior Housing
- Mental Health Housing

#### B. Program Requirements

1. Preferably, the respondent may have site control of a building that has a current master lease or block rental agreement at the time of this response. APD may consider applications from agencies without a block rental or master lease, but the applicant must demonstrate a clear pathway to securing a dedicated site.
2. Provide housing and supportive services to individuals under APD supervision and other justice-involved individuals, ages 18 and older, who are San Francisco residents for a period ranging from 3 to 12 months, or longer contingent on a client's progress and needs.
3. Housing and supportive services for justice-involved clients may include, but are not limited to, clean and sober transitional housing, a rental subsidy program, or other innovative housing services for justice-involved adults.
4. Provide safe and clean, interior and exterior areas, which include access to kitchen facilities, common rooms, linens, dresser, closet, bathroom/shower facilities, and laundry facilities.
5. Conduct an intake and assessment of all new participants.
6. Ability to collaborate with the CASC's service provider and work closely with the client's case manager and DPO to address the criminogenic needs of clients and random drug testing for all clients participating in APD-funded housing.
7. Assist all new clients in creating a CHANGES 311 reservation profile at one of the City's

reservation sites.

8. Ensure participants enroll in benefits programs such as County Adult Assistance Program (CAAP), Personal Assisted Employment Services (PAES), CalFresh, Medi-Cal, etc.
9. Assist clients with permanent housing search, completing housing applications, and tracking all submitted housing applications, and placement into permanent housing.
10. Have a 24 hour a day, 7 day a week facility manager or other program staff that is available to respond to a facility and client needs.
11. Have the ability to implement and monitor a rental subsidy component, which assists clients transitioning to permanent housing with move-in costs and possibly a short-term subsidy.
12. Compliance with the Mayor's Office of Disability
13. Compliance with all applicable local, state and federal building, sanitation, health, safety and fire codes, as well as City and County zoning and use ordinances.
14. Commit to being part of the City and County of San Francisco's racial equity goals by including information in your proposal on how your proposed work meets the needs of vulnerable populations in San Francisco and helps to advance racial equity.

### **C. Outcome and Objectives**

- 1) Reduce Homelessness
- 2) Program occupancy shall not drop below 80%.
- 3) Exit to permanent/stable housing.

### **2.3 Additional As-Needed Services**

Subject to APD's approval, the agreement(s) awarded under this RFQ may be amended in accordance with City requirements to include APD-requested as-needed assistance from the Grantee that is related to the services described in this RFQ. The scope and cost of as-needed services will be determined and negotiated by APD.

## **3. Pre-Submission Information**

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### **3.1 Questions Deadline.**

**Questions or requests for interpretation** will only be accepted by e-mail to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) until the RFQ Questions Deadline indicated in the cover page of this RFQ.

Agency questions about compliance with the City's supplier requirements may still be asked and answered by the contacts designated in this RFQ. There is no deadline to submit questions related to compliance with the City's supplier requirements

### **3.2 RFQ Answers and Clarifications.**

A summary of the clarifications, questions and answers pertaining to this RFQ will be posted on the San Francisco City Partner website: <https://sfcitypartner.sfgov.org/pages/index.aspx>

## **4. Submission Requirements**

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#### 4.1 Time and Place for Submission of Response Packages

Response packages and all related materials must be received by **Response Deadline** indicated in the cover page of this RFQ. Response packages must be mailed to:

*Elisa Baeza  
Adult Probation Department  
880 Bryant Street, Rm. 200  
San Francisco, CA 94103*

Postmarks will not be considered in judging the timeliness of submissions. Response packages submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. Note that Respondents hand-delivering response packages may be required to open and make packages accessible for examination by security staff. APD physical address to hand-deliver response packages is:

*Adult Probation Department  
850 Bryant Street, Rm. 200  
San Francisco, CA 94103  
c/o Elisa Baeza*

#### 4.2 Response Package

The following items must be included in your response and packaged in an envelope clearly marked **RFQ#APD2019-02 Housing and Supportive Services**.

Complete, but concise responses are recommended for ease of review. Response packages should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled, and organized in a clear and logical fashion so that response package readers can easily understand information. All documents must be submitted on recycled paper (30% or higher) and must be printed on double-sided pages (San Francisco Environment Code Sec. 506 (h)). As long as Response packages adhere to the page limit indicated for each Attachment, Response Packages can be single or double spaced. Respondents should use a simple font such as Arial or Times New Roman.

- A. Original Printed Response Package (WITH ORIGINAL SIGNATURES) Labeled as "Original."**
- B. One (1) flash drive or CD-ROM containing entire contents of Response Package, including all Attachments.** The flash drive or CD-ROM, and each of the electronic files on the flash drive or CD-ROM, must be labeled with the Respondent's name and RFQ#APD2019-02. All files should be submitted in unprotected PDF (must be writeable, not just read-only) or Microsoft Word format to enable editing during agreement negotiations.
- C. Three (3) complete printed copies of Response Package labeled as "Copy."**

#### 4.3 Submission Content

Organizations interested in responding to this RFQ MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. All response packages for funding must be developed using the format below. This is necessary so that all response packages can

receive fair and equal evaluation. *Response packages not following the required format will not be considered for funding.* Information must be at a level of detail that enables effective evaluation and comparison between response packages by the Evaluation Panel.

**Submission must include the following:**

- a) **Cover Page**
  - Use Attachment 1 (1-page limit)
- b) **Minimum Qualifications/Prior Project Description**
  - Use Attachment 2 (4-page limit)
- c) **Project Narrative and Estimated Budget**
  - Use Attachment 3 (12-page limit)
- d) **Agency and Staff Qualifications**
  - Use Attachment 4 (4-page limit)
- e) **Local Business Enterprise (LBE) Certificate of Proof, if applicable.**
  - Use Attachment 5 (2-page limit)

## **5. Response Package Evaluation and Selection**

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This section describes the criteria that will be used for analyzing and evaluating the Response Packages. This Request for Qualifications does not in any way limit APD's right to solicit contract agreements for similar or identical services if, in APD's sole and absolute discretion, it determines the Response Packages are inadequate to satisfy its needs. APD reserves the right not to award any contract agreement under this Request for Qualifications.

### **5.1 Minimum Qualifications**

Any Response Package that does not demonstrate that the Respondent meets the Minimum Qualifications by the Response Package deadline will be issued a notice of non-responsiveness and will not be evaluated or eligible for contract award under this Solicitation.

To meet the minimum qualifications and be deemed eligible for response evaluation, each Respondent must submit and verify the following (See Attachment 2):

- a) Respondent is a 501(c)(3) Non-profit organization;
- b) Respondent must provide details of two (2) Projects that have been operational for a minimum of three (3) consecutive years within the past five (5) years that have provided housing and supportive services to client populations similar to those described in Section 2.2 of this solicitation (e.g., individuals who are under the supervision of APD).

### **5.2 Evaluation Process**

Response Packages that meet the Minimum Qualifications will be evaluated on a 100-point scale by an independent evaluation panel. The panel of reviewers will be responsible for evaluating and scoring responses based on agency's qualifications and demonstrated capacity to deliver services, and proposed services/program model. Thereafter, the panel of reviewers and APD staff will make a recommendation for pre-qualification.

**In order to be pre-qualified, Response Packages must receive a total score that is at or above 70 points.**



### **5.3 Response Evaluation Criteria (100 Points)**

Response Packages that have been deemed to meet the Minimum Qualifications will be evaluated and scored based on the following evaluation criteria:

The maximum points any response to this RFQ can earn is 100. Response Packages must earn a minimum of 70 points to be considered for award selection by APD. APD may in its sole discretion select any Proposer that has achieved a minimum of 70 points.

Each of the below sections will be reviewed and score based on the appropriateness of the response to the questions in each section. Below is a breakdown of the scores possible in each section.

**a) Minimum Qualifications/Prior Project Description (Pass/Fail)**

- Use Attachment 2 (4-page limit)

**b) Project Narrative and Estimated Budget (75-Points)**

- Use Attachment 3 (12-page limit)

**c) Agency and Staff Qualifications (25-Points)**

- Use Attachment 4 (4-page limit)

**e) Local Business Enterprise (LBE) Certificate of Proof, if applicable (5-Points)**

- Use Attachment 5 (2-page limit)

### **5.4 Pre-Qualification List Determination**

Respondents who score at or above 70 points of the 100 possible points for their written Responses will be qualified to participate in potential contract award negotiations with APD during a period of two (2) years from the Pre-Qualification List Notification date. There is no numerical limit to the number of agencies that may be listed on the Pre-Qualification List Notification.

Upon APD's conclusion of its Response Package evaluation process, pre-qualified Respondents will be provided with a Pre-Qualification Notification.

### **5.5 Selection for Contract Negotiations and Limitations**

The selection of any Respondent for contract negotiations shall not imply acceptance by APD of all terms of the Response Package, which may be subject to further negotiation and approval. If a satisfactory contract agreement cannot be negotiated in a reasonable time with the highest scoring Respondent, then APD, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Respondent. APD reserves the right at any time to approve, disapprove, or modify proposed plans, timelines and deliverables, if all modifications are within the scope of services sought by this Solicitation.

APD may select pre-qualified Respondents for contract negotiations without additional selection processes.

Pre-qualified Respondents may be asked to respond to requests for quotes, requests for proposals or other competitive processes for specific scopes of work to ensure APD receives the best value. Pre-qualified Respondents may be subject to reference checks and/or interviews prior to APD selection for contract negotiations.

If reference checks are needed by APD to confirm Respondents' experience, APD will use references listed on Attachment 6—Contract Reference to verify the quality of staffing provided to prior clients,

adherence to schedules/budgets, problem-solving capabilities, project management capabilities, and the quality of deliverables and outcomes.

## **5.6 Additional Selection Terms and Conditions**

The selection of any Respondent for contract negotiations shall not imply acceptance by APD of all terms of the Response, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then APD, in its sole discretion, may terminate negotiations and begin contract negotiations with any other pre-qualified Respondent. APD reserves the right at any time to approve, disapprove, or modify proposed plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFQ.

If the selected Respondent fails to deliver the goods, services, or deliverables within the negotiated contract and the negotiated contract timeline or if the selected Respondent fails to meet APD's acceptance criteria stated in the negotiated contract during the initial term of the contract, APD reserves the right to terminate the contract and begin contract negotiations with, and award a new contract to, any other pre-qualified Respondent without initiating a new solicitation process.

## **6. Terms and Conditions for Receipt of Qualifications**

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### **6.1 Errors and Omissions in RFQ**

Respondents are responsible for reviewing all portions of this Request for Qualifications. Respondents are to promptly notify the Department, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the Request for Qualifications. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of Response Packages. Modifications and clarifications will be made by addenda as provided below. Notifications should be sent to the contact person listed in this Request for Qualifications.

### **6.2 Inquiries Regarding RFQ**

Inquiries regarding the Request for Qualifications and all oral notifications of intent to request written modification or clarification of the Request for Qualifications, must be directed in accordance with this Request for Qualifications schedule to:

Elisa Baeza  
Finance and Administrative Services Division  
San Francisco Adult Probation Department  
850 Bryant Street, Room 200  
San Francisco, CA 94103  
[elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)



## 6.3 Protest Procedures

### A) Protest of Pre-Qualification Determination

Within five business days of the City's issuance of a notice of pre-qualification, any respondent that has submitted a proposal and believes that the City has incorrectly determined that its proposal is not qualified may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### B) Delivery of Protests

All protests must be received by 5:00 p.m. on the due date by email or mail (e.g., within five business days of the City's issuance of a notice of pre-qualification). If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or fax will not be considered. Scanned signed protest may be submitted via email to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org). Letters transmitted electronically must be sent in PDF format and be signed by an individual authorized to negotiate or sign agreements on behalf of the submitting organization.

If the City determines that a meeting with the party submitting the protest is necessary, such meeting will be scheduled within ten (10) business days of the receipt of a protest to review and attempt to resolve the protest. If the City determines a meeting is not necessary to address the protest presented, the Respondent can anticipate a response letter from the City within 10 business days of submission of the letter of protest.

All protest determinations made by the Adult Probation Department are final.

Protest letters must be delivered to:

Elisa Baeza  
Finance and Administrative Services Division  
San Francisco Adult Probation Department  
850 Bryant Street, Room 200  
San Francisco, CA 94103

Or via email at: [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)

## 6.4 Change Notices

The Department may modify the RFQ, prior to the response package due date, by issuing Change Notices, which will be posted on APD website. The respondent shall be responsible for ensuring that its response package reflects any and all Change Notices issued by the Department prior to the response package due date regardless of when the response package is submitted. Therefore, the City recommends that the respondent consult APD website frequently, including shortly before the response package due date, to determine if the respondent has downloaded all Change Notices.

## **6.5 Revision of Response Package**

A respondent may revise a response package on the respondent's own initiative at any time **before the deadline** for submission of response packages. The respondent must submit the revised response package in the same manner as the original. A revised response package must be received on or before the response package due date.

In no case will a statement of intent to submit a revised response package, or commencement of a revision process, extend the response package due date for any respondent.

At any time during the response package evaluation process, the Department may require a respondent to provide oral or written clarification of its response package. The Department reserves the right to make an award without further clarifications of response packages received.

## **6.6 Errors and Omissions in Response Package**

Failure by the Department to object to an error, omission, or deviation in the response package will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

## **6.7 Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

## **6.8 Respondent's Obligations under the Campaign Reform Ordinance**

Respondents must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a respondent is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the respondent is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract.

The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

## **6.9 Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision 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 benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## **6.10 Public Access to Meetings and Records**

If a respondent is a non-profit entity that 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 S.F. Administrative Code, the respondent must comply with Chapter 12L. The respondent must include in its Response Package (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to respondent's meetings and records, and (2) a summary of all complaints concerning the respondent's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in respondent's Chapter 12L submissions shall be grounds for rejection of the Response Package and/or termination of any subsequent Agreement reached on the basis of the Response Package.

## **6.11 Reservations of Rights by the City**

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Qualifications;
4. Prior to submission deadline for Response Packages, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the Response Packages;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

### **6.12 No Waiver**

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by a respondent to observe any provision of this RFQ.

## **7. Terms & Conditions for Receipt of Qualifications**

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### **7.1 Standard Contract Provisions**

The successful respondent will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Attachment II. Failure to timely execute the agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of an offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Respondents are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

### **7.2 Nondiscrimination in Contracts and Benefits**

The successful respondent will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at [www.sfCMD.org](http://www.sfCMD.org).

### **7.3 Minimum Compensation Ordinance (MCO)**

The successful respondent will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

## **7.6 First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

## **7.7 Conflicts of Interest**

The successful respondent will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of 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. The successful respondent will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful respondent might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful respondent that the City has selected the respondent.

# Attachment 1. Cover Page

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At least one Respondent (or a person authorized to submit the application on behalf of the organization) must sign and submit the cover page that the representations made in the submission are true and accurate and that the organization is willing and able to perform the commitments contained in the Response Package.

NAME OF INDIVIDUAL OR FIRM:	
IF A FIRM, AUTHORIZED REPRESENTATIVE(S) NAME & TITLE:	
ADDRESS:	
PHONE/FAX#:	
EMAIL:	
FEDERAL EMPLOYER #:	
CITY/SUPPLIER ID #:	

**ONLY COMPLIANT CITY SUPPLIER FIRMS ARE ELIGIBLE FOR CONTRACT AWARD. PLEASE VISIT <https://sfcitypartner.sfgov.org/Vendor/BecomeSupplier> TO CONFIRM YOUR FIRM'S COMPLIANCE AND/OR TO GET THE COMPLIANCE PROCESS STARTED. FIRMS MUST BE BECOME CERTIFIED AND COMPLIANT CITY SUPPLIERS IN ORDER TO CONTRACT WITH THE CITY.**

Each Respondent, as part of its Response Package, must submit this document signed by at least one representative(s) authorized by the Respondent to make representations for the Respondent and to obligate the Respondent to perform the commitments contained in its Response Package.

Signature and acknowledgement of authorized representative(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Attachment 2. Minimum Qualifications and Prior Project Descriptions

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- Pass/Fail.
- 4-Page Limit (not inclusive of length of *Attachment 2* directions).
- Response Package must meet all submission requirements described in Section 4.
- All organizations submitting Response Packages must complete this page describing in detail how the Respondent meets the Minimum Qualifications, which are also listed in Section 5.
- Any Response Package failing to demonstrate the *submission requirements* and *minimum qualifications* will be considered non-responsive and will not be eligible for Response Package review or award of grant agreement.

## **Minimum Qualifications**

Address all Minimum Qualifications requirements as specified below, which are also listed in Section 5 of this Solicitation. To establish Minimum Qualification please respond to the following questions:

1) Is your organization a 501(c)(3) Non-Profit Organization?

- Yes - Please provide copy of your 501(c)(3) certification.**  
 **No**

2) Please provide two (2) prior project descriptions for projects that have been operational within the past five (5) years that have focused on providing clean and sober transitional housing and supportive services to clients who fall within the service area expectations described in Section 2.

- *Please respond using the following format:*

### **Prior Project Description Template**

<b>Prior Project Description #1</b>	<b>Project Name #1</b>
<b>Prior Project Client</b>	<b>Client Name (City, County, etc.)</b>
<b>Client Contact Information</b>	
<b>Timeline</b>	<b>Month/Year to Month/Year; Length of project beginning to end</b>
<b>Provider Key Personnel</b>	<b>Key Personnel</b>
<b>Project Annual Budget</b>	<b>\$0</b>

**Project Scope:** For what project/program did your firm provide clean & sober transitional housing and supportive services? During what years did you provide these services? Are you still providing these services? Provide sufficient information to give APD insight into the size/complexity and scope of the project/program. The Prior Project/Program must have been operational within the past five (5) years that have focused on providing clean and sober transitional housing and supportive services to justice involved individuals as described in the service area expectations in Section 2.

**[Insert response here:]**

<b>Prior Project Description #2</b>	<b>Project Name #2</b>
<b>Prior Project Client</b>	<b>Client Name (City, County, etc.)</b>
<b>Client Contact Information</b>	
<b>Timeline</b>	<b>Month/Year to Month/Year; Length of project beginning to end</b>
<b>Provider Key Personnel</b>	<b>Key Personnel</b>
<b>Project Annual Budget</b>	<b>\$0</b>
<p><b>Project Scope: Project Scope:</b> For what project/program did your firm provide clean &amp; sober transitional housing and supportive services? During what years did you provide these services? Are you still providing these services? Provide sufficient information to give APD insight into the size/complexity and scope of the project/program. The Prior Project/Program must have been operational within the past five (5) years that have focused on providing clean and sober transitional housing and supportive services to justice involved individuals as described in the service area expectations in Section 2.</p> <p><b>[Insert response here:]</b></p>	



## Attachment 3. Project Narrative and Estimated Budget

---

- 75-Points.
- 12-Page Limit (not inclusive of length of *Attachment 3* directions).
- Follow submission directions of Section 4.
- All agencies submitting response packages for funding must complete Project Narrative describing in detail how the responding agency will deliver the services defined in the Scope of Work (Section 2).

Following Section 2 of this solicitation and all services described therein, provide a detailed description of your firm's:

- 1) Specify your proposed approach and methodology for successfully completing the services required in Sections 2. If your program is specifically for a specialized population (TAYA, TGNC, Women's Gender Responsive) please describe those details in your response as well. Describe in detail:**
  - a) Your agency's approach to developing and/or implementing the program and describe your experience providing clean & sober transitional housing and supportive services to the target population.
  - b) Your agency's approach to meeting and managing the program components listed in section 2.
  - c) Your agency's approach to working collaboratively with the CASC's main service provider and offering supportive services
  - d) How your agency works with cultural competency, language access and ADA issues.
  - e) The complaint, concern and grievance process used to address participant concerns and how this information is shared with participants.
  - f) How the proposed scope of work meets the needs of vulnerable populations in San Francisco and helps to advance racial equity.
  - g) How the program solicits and utilizes client input regarding program design, service delivery, and oversight.
- 2) Describe your agency's proposed approach to meeting the program's outcomes and objectives listed in Section 2.**
- 3) Budget Estimate: Submit estimated services budget for the proposed services. Include a budget justification that provides APD and review panel with detailed information such as why costs are necessary and how they are calculated.**

## Attachment 4. Agency and Project Staff Qualifications

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- 25 points.
- 4-Page Limit (not inclusive of length of *Attachment 4* directions).
- Follow submission directions in Section 4.
- All agencies submitting response packages for funding must complete the Agency and Project Staff Qualifications.

### 1) Agency Qualifications

- a. Provide a statement listing all contracts (both public and private) relevant to services solicited through this RFQ, which have been completed by the applicant during the last three (3) years. Include:
  - i. the names of the contracting agencies, contact name, and phone number;
  - ii. the level of funding and the types of services provided;
  - iii. a brief statement detailing any failure or refusal to complete a contract, including details and dates.

### 2) Staff Qualifications

- a. Provide a description of the staff positions, along with qualifications and responsibilities for the proposed program and property management functions, that includes the following components:
  - An overview of the program and property management staffing structure.
  - Describe the types of training proposed for staff to support provision of the services described.
  - Describe supervision and management, or proposed services and operations.

## Attachment 5. Local Business Enterprise (LBE)

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- Bonus 5 points
- Only if applicable.
- 2-Page Maximum (not inclusive of length of *Attachment 5* directions).
- Follow submission directions in Section 4.

**There is no Local Business Enterprise subcontracting goal for this Request for Qualifications or resulting grant agreement(s). However, if a Respondent submits a certificate of proof of Local Business Enterprise (LBE) status, five (5) bonus points will be added to their final evaluation score.**

**Please attach your certificate of proof of LBE status to this sheet, if applicable.**



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 240152

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

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

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Tonya Jones	628-652-2348
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
ADP Adult Probation Finance Division	tonya.jones@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Tenderloin Housing Clinic, Inc.	<b>TELEPHONE NUMBER</b> 415-885-3286
<b>STREET ADDRESS (including City, State and Zip Code)</b> 126 Hyde Street, San Francisco, CA 94102	<b>EMAIL</b> wynne@thclinic.org

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 240152
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Not to exceed \$11,143,960		
<b>NATURE OF THE CONTRACT (Please describe)</b> Fifth amendment to Contract No. 1000020198. A justice -involved transitional housing and supporting services program between Tenderloin Housing Clinic, Inc. and the City and County of San Francisco, acting by and through its Adult Probation Department, to increase the grant amount by \$1,214,651 for a total not to exceed amount of \$11,143,960 effective upon approval of this Resolution.		

7. COMMENTS

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

**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	wilson	Randy	Board of Directors
2	Tiedemann	Christiana	Board of Directors
3	Brophy	Ken	Board of Directors
4	Pujals	Fernando	Board of Directors
5	Aguilar	Enrique	Board of Directors
6	Ruiz	Gabriella	Board of Directors
7	Vaughn	Kathy	Board of Directors
8	Taylor	Karen	Board of Directors
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**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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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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41			
42			
43			
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47			
48			
49			
50			

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.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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## City and County of San Francisco Adult Probation Department

*Protect and Serve the Community, Further Justice, Inspire Change,  
and Prioritize Racial Equity so that all People May Thrive*

Cristel M. Tullock, MSW  
Chief Adult Probation Officer

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DATE: February 12, 2024

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Cristel Tullock, Chief Adult Probation Officer *CT*

SUBJECT: Resolution approving a fifth amendment to the grant agreement between the Adult Probation Department and Tenderloin Housing Clinic, Inc., a Housing and Supportive Services Program for Justice Involved Adults.

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Attached please find the original\* and 1 copy of each of the following:

- Cover Letter for Resolution approving the Fifth Amendment to Grant Agreement
- Tenderloin Housing Clinic, Inc. Original Agreement
- Tenderloin Housing Clinic, Inc. First Amendment
- Tenderloin Housing Clinic, Inc. Second Amendment
- Tenderloin Housing Clinic, Inc. Third Amendment
- Tenderloin Housing Clinic, Inc. Fourth Amendment
- Transitional Housing Solicitation
- n/a Grant award letter from funding agency
- Pending Ethics Form 126 (if applicable)
- n/a Leases/Agreements (if applicable)
- n/a Other (explain):

**Special Timeline Requirements:** Please schedule for the earliest available date.



## City and County of San Francisco Adult Probation Department

*Protect and Serve the Community, Further Justice, Inspire Change,  
and Prioritize Racial Equity so that all People May Thrive*

Cristel M. Tullock, MSW  
Chief Adult Probation Officer

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### **Departmental representative to receive a copy of the adopted resolution:**

Name: Tonya Jones, Senior Analyst      Phone: 628-652-2348

Interoffice Mail Address: Adult Probation Department, 945 Bryant Street

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).