

File No. 250263

Committee Item No. 14

Board Item No. 17

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 9 2025

Board of Supervisors Meeting Date April 15, 2025

Cmte Board

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

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Original Agreement 10/15/2021</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 1 7/1/2024</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>HSH Presentation 4/9/2025</u>
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Completed by: Brent Jalipa Date April 3, 2025

Completed by: Brent Jalipa Date April 10, 2025

1 [Grant Agreement Amendment - Mission Action, Inc. - Emergency Shelter - Not to Exceed
2 \$18,529,877]

3 **Resolution approving the second amendment to the grant agreement between Mission**
4 **Action, Inc. (formerly known as Dolores Street Community Services) and the**
5 **Department of Homelessness and Supportive Housing (“HSH”), for Emergency Shelter,**
6 **extending the term for 24 months from June 30, 2025, for a total term of July 1, 2021**
7 **through June 30, 2027; increasing the agreement amount by \$8,530,284 for a new total**
8 **amount not to exceed \$18,529,877; and authorizing HSH to enter into any amendments**
9 **or other modifications to the amendment that do not materially increase the obligations**
10 **or liabilities, or materially decrease the benefits to the City and are necessary or**
11 **advisable to effectuate the purposes of the agreement.**

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

17 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the City
18 declared a shelter crisis and affirmed San Francisco’s commitment to a continuum of shelter
19 and service options for people experiencing homelessness; and

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

22 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 8,323
23 people experiencing homelessness in San Francisco on any given night, 52% of whom were
24 unsheltered; and

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

4 WHEREAS, In June 2021, HSH and Mission Action, Inc. ("Mission Action") (formerly
5 known as Dolores Street Community Services) entered into an Agreement for Emergency
6 Shelter at the Dolores Shelter Program (the "Program") located at 1050 South Van Ness
7 Avenue ("Original Agreement"); and

8 WHEREAS, The Original Agreement has a term of June 30, 2021, through June 30,
9 2024, and a not to exceed amount of \$8,738,572; and

10 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
11 Supervisors ("Clerk") in File No. 250263, which is hereby declared to be part of this Resolution
12 as if set forth fully herein; and

13 WHEREAS, In July 2024, HSH and Mission Action entered into a first amendment to
14 continue these services ("First Amendment"); and

15 WHEREAS, The First Amendment extended the term by 12 months from June 30,
16 2024, through June 30, 2025; and increased the not to exceed amount by \$1,261,021 for a
17 total amount not to exceed of \$9,999,593; and

18 WHEREAS, The First Amendment is on file with the Clerk in File No. 250263, which is
19 hereby declared to be part of this Resolution as if set forth fully herein; and

20 WHEREAS, The Program served 309 adults in Fiscal Year 2023-24; and

21 WHEREAS, HSH intends to enter into a Second Amendment to continue these
22 services by extending the term 24 months from June 30, 2025, through June 30, 2027, and
23 increasing the maximum expenditure by \$8,530,284 for a total not to exceed amount of
24 \$18,529,877 (the "Second Amendment"); and
25

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

3 RESOLVED, The proposed Amendment] contained in File No. 250263, is substantially
4 in final form, with all materials terms and conditions included, and only remains to be executed
5 by the parties upon approval of this Resolution; and, be it

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

12 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
13 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
14 No. 250263; this requirement and obligation resides with the Department, and is for purposes
15 of having a complete file only, and in no manner affects the validity of approved Amendment.

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/s/

Department of Homelessness and Supportive Housing

Item 14 File 25-0263	Department: Homelessness & Supportive Housing
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve the second amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Mission Action, Inc. for emergency shelter to increase the not to exceed amount by \$8,530,284 for a total amount of \$18,529,877 and to extend the term by two years through June 30, 2027, for a total term of six years. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Mission Action, which was formerly known as Dolores Street Community Services, provides emergency shelter services at the Dolores Shelter Program located at 1050 South Van Ness Avenue. The Program currently provides 91 shelter beds and will provide a total of 152 beds starting in October 2025, following completion of an expansion project. The existing agreement has a not to exceed amount of \$9,999,593 and a term end date of June 30, 2025. Under the proposed second amendment, Mission Action will continue to provide emergency shelter at the Dolores Shelter Program, as well as hot meals and support services to adults experiencing homelessness. The shelter operates between 6:00pm and 8:00am and provides breakfast and dinner. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed budget of \$18,529,877 includes a 15 percent contingency and funding for the extended term. It also includes \$1.9 million in one-time capital expenses associated with the expansion and \$990,745 in annual costs to support operations of the 61 new beds. The FY 2025-26 annual budget is \$3.9 million, which includes \$2.4 million for salaries and benefits associated with 35.76 full time equivalent (FTE) positions funded by the grant and \$1.0 million in operating expenses, such as property rent and food to provide breakfast and dinner daily. The grant is funded by the General Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

Under an existing agreement with the Department of Homelessness and Supportive Housing, Mission Action, Inc. (Mission Action), which was formerly known as Dolores Street Community Services, provides emergency shelter services at the Dolores Shelter Program located at 1050 South Van Ness Avenue. Mission Action has operated the program since 1982, and in FY 2023-24, the Program served 309 adults. The Program had a reduced capacity of 39 beds due to COVID-19 restrictions but gradually increased capacity to 91 beds between November 2023 and January 2024. Capacity will be increased to 152 beds following completion of an expansion project in September 2025. As of April 2025, the City funds 3,580 shelter beds.

The original agreement had a three-year term from July 1, 2021 through June 30, 2024 and a not to exceed amount of \$8,738,572. In July 2024, HSH executed a first amendment to the agreement to extend the term by one year through June 30, 2025 and increase the not to exceed amount by \$1,261,021 for a total not to exceed of \$9,999,593. The first amendment also changed the name of the grantee from Dolores Street Community Services to Mission Action (a new name for the same provider) and provided terms for the project to expand the Dolores Shelter Program by 61 beds from 91 beds (as of July 2024) to 152 beds, including a new 48-bed dormitory on the second floor and the renovation of the existing 24-bed Santa Ana dormitory on the first floor. The agreement specified a project completion date of May 1, 2025. However, the project is delayed due to delays in hiring an architect to draft architectural plans and delays associated with Mission Action's renegotiation of the lease with the building owner to build out the additional space. According to HSH staff, Mission Action has hired CB2, as the contractor, to begin construction, and HSH staff anticipate construction to take three months and to be completed by September 1, 2025.

Selection

As allowed by Chapter 21B of the Administrative Code, HSH did not use a competitive solicitation to procure this service. According to HSH staff, Mission Action was selected as the grantee due to their demonstrated experience providing culturally competent emergency shelter services in the Mission Neighborhood.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the grant agreement between HSH and Mission Action, Inc. for emergency shelter to increase the not to exceed

amount by \$8,530,284 for a total amount of \$18,529,877 and to extend the term by two years through June 30, 2027, for a total term of six years.

According to HSH staff, HSH plans to reprocore services for this grant and other shelter services through a competitive solicitation as part of the department's multi-year procurement plan. The proposed two-year extension aligns with HSH's anticipated procurement timeline.

Scope of Services

Under the proposed second amendment, Mission Action will continue to provide emergency shelter at the Dolores Shelter Program, as well as hot meals and support services to adults experiencing homelessness. The shelter operates between 6:00pm and 8:00am and provides breakfast and dinner. The agreement extends the shelter completion date by four months to September 1, 2025.

Program Monitoring

According to the FY 2023-24 program monitoring report, the provider met three out of four service objectives¹, including achieving an average daily bed occupancy rate of 95 percent, and did not meet the only outcome objective. Detail on the two objectives not met by the provider is provided below:

- The provider did not provide verification that 100 percent of shelter staff completed the required training. In a response letter, the provider reported that all staff will complete required training by June 2025.
- The provider did not provide any guest satisfaction survey data to HSH. The agreement required that at least 75 percent of guests who complete a quarterly satisfaction survey rate the shelter services as good or excellent. According to HSH, the provider uploaded quarterly satisfaction data in Carbon in October 2024 and January 2025, and more than 75 percent of guests who completed the survey rated services as good or excellent in both quarters.

Program monitoring identified three additional findings that were administrative in nature, including the failure to document supervisor review of client case files, to send out daily bed availability to referral partners, and to provide metrics in monthly and quarterly Carbon reports. HSH reports that these findings were addressed by the provider.

Finally, program monitoring found that the provider was not meeting the required case management ratio (1:25) but stated that the provider committed to meeting the ratio following completion of the shelter expansion project.

¹ One additional service objective that required biometric check-in of clients is no longer applicable, as HSH no longer requires biometric check-in.

New Objectives

The proposed second amendment adds four new service objectives, related to intake and program orientation, creation of service plans, referral provision for benefits, employment and health services, and referral provision for problem solving or assessment through Coordinated Entry. The amendment also adds one new outcome objective related to supporting housing referral status guests to gather and upload documents to meet document readiness standards. New objectives added align with standardized objectives across similar temporary shelter program models according to HSH staff.

Fiscal and Compliance Monitoring

The Department of Public Health conducted the FY 2023-24 Citywide Nonprofit Fiscal and Compliance Monitoring for the grantee and identified no findings.

FISCAL IMPACT

The proposed resolution would approve the amended grant agreement between HSH and Mission Action for a total not-to-exceed amount of \$18,529,877, including a 15 percent contingency of \$1,200,255, as shown in Exhibit 1 below. The grant is funded by the General Fund. Underspensing of approximately 16 percent² in FY 2023-24 was due to delays in the shelter expansion project according to HSH staff.

Exhibit 1: Proposed Grant Budget

Year	Actual Spend*	Projected Spend	Total Spend
FY 2021-22	\$513,365		\$513,365
FY 2022-23	1,881,021		1,881,021
FY 2023-24	2,711,307		2,711,307
FY 2024-25	1,446,445	2,775,785	4,222,230
FY 2025-26		3,877,007	3,877,007
FY 2026-27		4,124,692	4,124,692
Total**	\$6,552,138	\$10,777,484	\$17,329,622
Contingency (15% of Extended Term)			1,200,255
Not to Exceed			\$18,529,877

Source: HSH

*Actual spend through December 2024

Capital Expenses

The total budget of \$17.3 million excluding the contingency includes approximately \$1.9 million in capital expenses associated with the shelter expansion. This reflects an increase of \$1.1 million

² Underspensing of \$534,579 in FY 2023-24 includes \$317,139 in underspensing in ongoing expenses (11%) and \$217,440 in underspensing in one-time expenses (66%) associated with delays in increasing shelter capacity following the removal of COVID-19 restrictions.

compared to the capital budget under the existing agreement. According to HSH staff, the full cost of capital improvements was not previously included in the budget. In FY 2024-25, HSH approved \$1.1 million in one-time capital costs (through a budget modification under the existing agreement), following completion of architectural plans, to provide funding to build out two new dorms, including construction of new bathrooms, as well as soft costs.

Annual Budget

The FY 2025-26 annual budget is \$3.9 million, which includes \$2.4 million for salaries and benefits associated with 35.76 full time equivalent (FTE) positions funded by the grant and \$1.0 million in operating expenses, such as property rent and food to provide breakfast and dinner daily. The FY 2026-27 budget increases by 6.4 percent compared to the prior year. Exhibit 2 below shows the proposed program budget under the extended grant agreement.

Exhibit 2: Annual Budget, Two-Year Extension

Expenditures	FY 2025-26	FY 2026-27	2-Year Total
Salaries & Benefits	\$2,390,460	\$2,543,120	\$4,933,579
Operating Expense	980,851	1,043,569	2,024,420
Indirect Cost (15%)	505,697	538,003	1,043,700
Total Expenditures	\$3,877,007	\$4,124,692	\$8,001,699

Source: HSH

According to HSH staff, the proposed budget includes \$990,745 in annual costs to support operations related to the shelter expansion. The new beds are expected to be operational by October 2025, and costs are prorated in FY 2025-26 to \$743,059.

RECOMMENDATION

Approve the proposed resolution.

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

**SECOND AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
MISSION ACTION, INC.**

THIS AMENDMENT of the **October 15, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2025** and is made in the City and County of San Francisco, State of California, by and between **MISSION ACTION, INC.** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

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

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. **[Insert Resolution Number]** on March 6, 2025; and

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

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

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

(a) "Agreement" shall mean the Agreement dated **October 15, 2021** between Grantee and City; and **First Amendment**, dated **July 1, 2024**.

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

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

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2027**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Ninety Nine Thousand Five Hundred Ninety Three Dollars (\$9,999,593)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Two Hundred Twenty Five Thousand Three Hundred Seventy Three Dollars (\$1,225,373)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

- (c) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eighteen Million Five Hundred Twenty Nine Thousand Eight Hundred Seventy Seven Dollars (\$18,529,877)**.
- (d) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Two Hundred Thousand Two Hundred Fifty Five Dollars (\$1,200,255)** is included as a

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

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

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

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

- 2.4** **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2025) for the period of July 1, 2025 to June 30, 2027.
- 2.5** **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2025), for the period of July 1, 2021 to June 30, 2027.
- 2.6** **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2025).
- 2.7** **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2025).

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

MISSION ACTION, INC.

By: _____
Shireen McSpadden
Executive Director

By: _____
Laura Valdez
Executive Director
City Supplier Number: 21257

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

Appendix A, Services to be Provided
by
Mission Action, Inc.
Emergency Shelter

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and utilize any referral system required by the City. Until advised differently by HSH, access to general shelter beds will be available to incoming shelter clients through self-referral. Access to the Jazzie's LGBTQ beds will come through an established list of approved referral partners.

IV. Description of Services

Grantee shall serve individuals in the number of units as outlined in the Appendix B, Budget ("Guests Served" tab). Grantee shall provide the following services at Dolores Shelter Program, including, but not limited to:

- A. Reservations: Grantee shall accept and facilitate reservations, in accordance with City-approved policies and procedures, within the program hours of operation.
- B. Guest Support: Grantee shall provide guest support, including, but not limited to:
 - 1. Guest intake, including completion of forms and acknowledgement of the Guest Agreement/Site Rules, Release of Information (ROI) forms, bed assignment, and orientation to the site;
 - 2. Operations, such as management of entry and exits, mail, and phone;
 - 3. Grantee shall perform routine wellness checks of each client during shelter operations, including connection to care for anyone demonstrating symptoms of physical or behavioral health needs in accordance with HSH policy;
 - 4. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records. Grantee will update client records within 24 hours;
 - 5. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility;
 - 6. Grantee shall create guest profiles in the Online Navigation and Entry (ONE) System;
 - 7. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWORKs, CalFresh, Social Security Income (SSI),

- Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
- b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services); and
 - e. Referrals and linkages to Access Points, and the elimination of barriers to connect guests to Access Points for a Coordinated Entry assessment;
8. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged;
 9. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Grantee has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite;
 10. Grantee shall perform building maintenance and distribution of guest supplies;
 11. Grantee shall provide reasonable accommodations, transfers, and other supports in accordance with HSH policy; and
 12. Grantee shall provide exit planning, including, but not limited to communication and coordination with outside service providers to support a guest's transition to a more permanent setting.

V. Location and Time of Services

Grantee shall provide services at 1050 South Van Ness Avenue, San Francisco, CA 94110. Grantee shall provide staffing coverage 6:00 pm to 8:00 am, seven days per week, unless other hours are established between City and Grantee.

VI. Service Requirements

A. Shelter Expansion:

1. Dolores Shelter Program (DSP) Shelter Expansion Project: Grantee shall manage and timely deliver a shelter expansion project at DSP no later than September 1, 2025 including working with and submitting materials (for approvals and close outs) to the appropriate City agencies, and participation in any required public hearings. The shelter expansion will include the renovation and buildout of the existing 24-bed Santa Ana dormitory on the first floor and a new 48-bed dormitory on the second floor. Grantee shall deliver the following:
 - a. Project Management: Grantee shall hire a Project Manager to supervise the architect's and general construction contractor's performance to ensure timely

completion of the project, develop project scope and timelines, subcontractor bidding of construction documents, negotiation of construction contracts and during construction, track progress, resolve any issues that arise during final inspections, and liaise with contractors, consultants, and various City departments to execute the project. Grantee shall also manage such contracts including contract compliance and invoicing, including withholding of retention and the release of retention at the end of this project. Grantee shall ensure the General Construction Contractor has met all requirements for retention release prior to releasing final payment and retention.

- b. Cost Estimate/Procurement: Grantee shall establish a total project cost estimate through a professional cost estimator or procurement of preconstruction services from a general contractor or construction manager. To effectively perform this project, Grantee shall subcontract work to subject matter experts and experienced licensed contractors for the duration of this project. Grantee is to obtain at least three bids (unless waived in writing by HSH after a showing of due diligence and good faith effort) and obtain preapproval by HSH prior to entering into any necessary professional services contracts, such as architect, engineer, general construction contractor, project manager, and related services. Such procurement and administration shall comply with all applicable laws.
- c. Architectural & Permit Package: Grantee shall work with architectural firm to submit permit package to DBI and refine project design elements based on city department comments to ensure that all required permits are in place prior to starting construction.
- d. Permit Expediting: Grantee shall work with permit specialist to expedite the process of approving permits to ensure timely project completion.
- e. Construction: Grantee shall retain a General Contractor to develop Design Build scope of work for construction including electrical, plumbing, HVAC, fire, and sprinkler systems. General Contractor to also provide construction-specific permits. Grantee is responsible for managing the General Construction Contractor's schedule and holding them accountable to meet their schedule milestones and substantial completion date, as delineated in General construction contractor's contract with Grantee.
- f. Grantee shall secure necessary furniture, fixtures, and equipment for renovated space.
- g. Budget: Grantee shall secure a total project cost estimate. HSH will provide final review and approval of the project cost before establishing the final project budget. Once the budget is approved, Grantee shall manage and adhere to the approved budget and make commercially reasonable efforts to promote cost savings and efficiencies. All contingency may only be utilized at HSH's sole discretion and with prior written approval. Any unspent development funds are to be returned to HSH upon final payment to Grantee. Where applicable, Grantee shall coordinate and assist in funding applications to state and federal funding sources and/or assist with any reporting and compliance obligations related to applicable local, city, state or federal funding related to the project.

- h. Accounts and Records: Grantee shall keep such books of account and other records in connection with the design and construction, which may include but is not limited to vouchers, statements, receipted bills and invoices and all other records, covering all collections, if any, disbursements, correspondence, and other data in connection with design and construction of this project prior to final completion of this project. All project documents are to be saved in the designated Box folder and made available to HSH at HSH's request and in the format requested.
 - i. Grantee shall provide monthly schedule updates, review these updates for accuracy and variance, and review and approve any schedule changes as a result of change orders. Grantee shall submit monthly reports to HSH on project timeline and any schedule variances or risks to the scheduled substantial completion date. Grantee shall also attend regular meetings with HSH to review progress on project.
 - j. Progress Reports: Grantee shall ensure that the General Construction Contractor is providing monthly schedule updates, review these updates for accuracy and variance, and review and approve any schedule changes as a result of change orders. Grantee shall submit monthly reports to HSH on project timeline and any schedule variances or risks to the scheduled substantial completion date. Grantee shall also attend regular meetings with HSH to review progress on project.
 - k. Emergency Response Shelter Expansion: Grantee shall respond to weather or other emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. Grantee shall be ready to provide expansion within twenty-four hours' notice, although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that Grantee use their own staff during these expansions; however, if Grantee staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.
2. Staffing and Volunteers:
- a. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
 - b. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
 - c. Grantee shall provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print.
 - d. Grantee shall communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations.

- e. Grantee shall provide at least one front line staff at each site for each shift that is bilingual in English and Spanish.
- B. Case Management Ratio: Grantee shall maintain a minimum 1:25 ratio of case management staff to guests.
- C. Facilities:
- 1. Grantee, in partnership with HSH Facilities, shall maintain site and facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that the site is well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Grantee shall ensure that janitorial services shall occur regularly, per shift.
 - a. Grantee shall respond to all site-related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
- D. Safety and De-Escalation: Grantee shall ensure the safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
- 1. Greeting the served population, staff, and visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;

¹ Including, but not limited to Shelter Standards of Care, as applicable:
https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200

3. Regular patrol of the site and surrounding program area, including street frontage South Van Ness, to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 5. Assistance with conflict de-escalation and crisis management.
- E. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website:
<https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- F. Meals and Food Safety: Grantee shall meet the following meal-related requirements:
1. Grantee shall provide breakfast and dinner to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project.
 2. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established menu pattern, portion sizes and vegetarian and religious/diet accommodations;
 3. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
 4. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
 5. Offer guests meals and track usage by guest, as well as overall meal distribution;
 6. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
 7. Ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.
- G. Record Keeping and Files:
1. Grantee shall maintain all eligibility and inspection documentation in the ONE System² and maintain hard copy files with eligibility, including homelessness verification documents
 2. Grantee shall maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress notes.

² HSH will provide annual Housing Quality Standards (HQS) inspections, tenant eligibility determinations, and rent calculations as outlined herein and further governed by the CoC Interim Rule (24 CFR Part 578) and subsequent guidance from HUD

3. Grantee shall maintain confidential files for active and previously active guests, and document support service usage.
 4. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
 5. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.
- H. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including but not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- I. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- J. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- K. Wellness and Emergency Safety Checks: Grantee shall perform wellness and or emergency safety checks on a regular basis in accordance with HSH Policy to assess a guest's safety, including immediate and substantial risk due to a medical and/or psychiatric emergency.
- L. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, low-barrier access to housing and services.
- M. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- N. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.

Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as

described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

O. Feedback, Complaint and Follow-up Policies

Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Grantee should set up the means to provide feedback at future community meetings or by other means.
2. Complaint Process: Grantee shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
3. Grantee shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, gauge satisfaction and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey in a confidential way if the written format presents any problem.
4. Grantee shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

P. City Communications and Policies: Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;
6. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service³ unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the HSH Cold/Wet Weather Policy;
8. Adherence to the City service/companion/support animal policy; and
9. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the DPH.

³ HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

- Q. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
- R. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- S. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), DPW, DPH, Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
 3. Grantee shall provide a phone number to all interested neighbors that will be answered 24 hours a day by a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
 4. Grantee shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Grantee will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests.
 5. Grantee shall actively discourage and address excessive noise from program participants. Grantee will coordinate with other service providers and City agencies, as necessary to address this issue if just outside the program site.
 6. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.
 7. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
 8. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
 9. Grantee will conduct at minimum 3 daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.

10. Grantee shall immediately report to SFHOT or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
11. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
12. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
13. Grantee will report graffiti in the immediate area to 311.

T. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process⁴, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
2. When applicable, records entered into the ONE System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards¹.
3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
4. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site.
5. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
6. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
7. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

VII. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all new guests and updates for returning guests in a new stay within 24 hours of arrival to the site.

⁴ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

- B. Grantee shall achieve an average daily bed occupancy rate of 95 percent.
- C. Grantee shall create a service plan for 95 percent of participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- D. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved by HSH.
- E. 60 percent of guests shall attend monthly in-house Community Meetings (unless excused for work, school or medical appointments)
- F. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- G. 90 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.
- B. 80 percent of Housing Referral Status guests will receive support gathering and uploading of vital documents into the ONE system and meet document readiness standards within six months of initial intake.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH such as the ONE system.
- B. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.

- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- G. Grantee shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by the U.S. Department of Housing and Urban Development and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: guest files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

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

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

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2025
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Dolores Street Community Services - Emergency Shelter

Shelter	Number of Guests Served Nightly - Reinflation Capacity	Number of Guests Served Nightly - Santa Ana Construction (Phase I)	Number of Guests Served Nightly - Jazzie's Place II Construction (Phase II)	Number of Guests Served Nightly - Post-Construction
Jazzie's Place	24	24	24	24
Santa Ana	11	-	24	24
Santa Maria	28	28	28	28
Santa Martha	28	28	28	28
Sanctuary	-	24	-	-
Jazzie's Place II	-	-	-	48
Total	91	104	104	152

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																												
2	APPENDIX B, BUDGET																												
3	Document Date		7/1/2025																										
4	Contract Term		Begin Date		End Date		Duration (Years)																						
5	Current Term		7/1/2021		6/30/2025		4																						
6	Amended Term		7/1/2021		6/30/2027		6																						
7	Provider Name		Mission Action Inc.																										
8	Program		Emergency Shelter																										
9	FSP Contract ID#		1000022325																										
10	Action (select)		Amendment																										
11	Effective Date		7/1/2025																										
12	Budget Names		General Fund - Emergency Shelter , General Fund - Capital Improvements																										
13			Current		New		15%																						
14	Term Budget		\$	9,327,923	\$	17,329,622																							
15	Contingency		\$	671,670	\$	1,200,255																							
16	Not-To-Exceed		\$	9,999,593	\$	18,529,877																							
17			Year 1		Year 2		Year 3		Year 4			Year 5			Year 6														
18			7/1/2021 - 6/30/2022		7/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2024 - 6/30/2025		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026		7/1/2025 - 6/30/2026		7/1/2025 - 6/30/2026		7/1/2026 - 6/30/2027		7/1/2026 - 6/30/2027		7/1/2026 - 6/30/2027		7/1/2021 - 6/30/2025		
19	Expenditures		Actuals		Actuals		Actuals		Current		Amendment		New		Actuals		Amendment		New		Actuals		Amendment		New		Current/Actuals		
20	Salaries & Benefits		\$	1,272,296	\$	1,598,571	\$	1,815,789	\$	1,946,716	\$	-	\$	1,946,716	\$	-	\$	2,390,460	\$	2,390,460	\$	-	\$	2,543,120	\$	2,543,120	\$	6,633,371	
21	Operating Expense		\$	458,286	\$	586,037	\$	719,761	\$	778,456	\$	-	\$	778,456	\$	-	\$	980,851	\$	980,851	\$	-	\$	1,043,569	\$	1,043,569	\$	2,542,540	
22	Subtotal		\$	1,730,582	\$	2,184,608	\$	2,535,550	\$	2,725,171	\$	-	\$	2,725,171	\$	-	\$	3,371,310	\$	3,371,310	\$	-	\$	3,586,689	\$	3,586,689	\$	9,175,911	
23	Indirect Percentage		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		15.00%		
24	Indirect Cost (Line 21 X Line 22)		\$	259,587	\$	327,691	\$	380,333	\$	408,776	\$	-	\$	408,776	\$	-	\$	505,697	\$	505,697	\$	-	\$	538,003	\$	538,003	\$	1,376,387	
25	Other Expenses (Not subject to indirect %)		\$	(1,676,803)	\$	(998,510)	\$	(445,704)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(3,121,016)	
26	Capital Expenditure		\$	200,000	\$	367,232	\$	241,128	\$	1,088,283	\$	-	\$	1,088,283	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,896,643	
27	Admin Cost (HUD Only)		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
28	Total Expenditures		\$	513,366.19	\$	1,881,021.11	\$	2,711,307.33	\$	4,222,230.21	\$	-	\$	4,222,230.21	\$	-	\$	3,877,007	\$	3,877,007	\$	-	\$	4,124,692	\$	4,124,692	\$	9,327,925	
29																													
30	HSH Revenues (select)																												
31	General Fund - Ongoing		\$	2,073,952	\$	2,441,411	\$	2,915,882	\$	3,133,947	\$	-	\$	3,133,947	\$	-	\$	3,877,007	\$	3,877,007	\$	-	\$	4,124,692	\$	4,124,692	\$	10,565,192	
34	General Fund - One-Time		\$	200,000	\$	-	\$	330,004	\$	1,088,283	\$	-	\$	1,088,283	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	1,618,287
36	General Fund - Ongoing Shelter Enhancement		\$	-	\$	70,888	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	70,888
37	Adjustment to Actuals		\$	(1,393,355)	\$	(998,510)	\$	(534,579)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(2,926,444)	
39			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
40	Total HSH Revenues		\$	513,365.14	\$	1,881,021.30	\$	2,711,307.00	\$	4,222,230.00	\$	-	\$	4,222,230.00	\$	-	\$	3,877,007	\$	3,877,007	\$	-	\$	4,124,692	\$	4,124,692	\$	9,327,923	
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																												
42			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
46			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
47	Total Other Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
48																													
49	Total HSH + Other Revenues		\$	513,365.14	\$	1,881,021.30	\$	2,711,307.00	\$	4,222,230.00	\$	-	\$	4,222,230.00	\$	-	\$	3,877,007	\$	3,877,007	\$	-	\$	4,124,692	\$	4,124,692	\$	9,327,923	
50	Rev-Exp (Budget Match Check)		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
52	Total Adjusted Salary FTE (All Budgets)		38.04																										
53																													
54	Prepared by		Maribel Gonzalez Ruiz		*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.																								
55	Phone		650-313-3348																										
56	Email		maribel@dscs.org																										

	A	AJ	AK
1	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT		
2	APPENDIX B, BUDGET		
3	Document Date		
4	Contract Term		
5	Current Term		
6	Amended Term		
7	Provider Name		
8	Program		
9	FSP Contract ID#		
10	Action (select)		
11	Effective Date		
12	Budget Names		
13			
14	Term Budget		
15	Contingency		
16	Not-To-Exceed	All Years	
17		7/1/2021 - 6/30/2027	7/1/2021 - 6/30/2027
18		Amendment	New
19	Expenditures		
20	Salaries & Benefits	\$ 4,933,579	\$ 11,566,950
21	Operating Expense	\$ 2,024,420	\$ 4,566,960
22	Subtotal	\$ 6,957,999	\$ 16,133,910
23	Indirect Percentage		
24	Indirect Cost (Line 2):	\$ 1,043,700	\$ 2,420,087
25	Other Expenses (Not	\$ -	\$ (3,121,016)
26	Capital Expenditure	\$ -	\$ 1,896,643
27	Admin Cost (HUD Or	\$ -	\$ -
28	Total Expenditures	\$ 8,001,699	\$ 17,329,624
29			
30	HSH Revenues (select)		
31	General Fund - Ongoing	\$ 8,001,699	\$ 18,566,891
34	General Fund - One-time	\$ -	\$ 1,618,287
36	General Fund - Ongoing	\$ -	\$ 70,888
37	Adjustment to Actual	\$ -	\$ (2,926,444)
39		\$ -	\$ -
40	Total HSH Revenues	\$ 8,001,699	\$ 17,329,622
41	Other Revenues (to be added to HSH Revenues)		
42		\$ -	\$ -
46		\$ -	\$ -
47	Total Other Revenues	\$ -	\$ -
48			
49	Total HSH + Other Revenues	\$ 8,001,699	\$ 17,329,622
50	Rev-Exp (Budget Maximum)		\$ -
52	Total Adjusted Salary		
53			
54	Prepared by		
55	Phone		
56	Email		

	A	B	C	D	E	H	K	N	Q	R	S	T	U	V	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														
2	APPENDIX B, BUDGET														
3	Document Date	7/1/2025													
4	Contract Term	Begin Date	End Date	Duration (Years)											
5	Current Term	7/1/2021	6/30/2025	4											
6	Amended Term	7/1/2021	6/30/2027	6											
7	Provider Name	Mission Action Inc.													
8	Program	Emergency Shelter													
9	FSP Contract ID#	1000022325													
10	Action (select)	Amendment													
11	Effective Date	7/1/2025													
12	Budget Name	General Fund - Emergency Shelter													
13		Current	New												
14	Term Budget	\$ 8,239,640	\$ 16,241,339	15%											
15	Contingency	\$ 671,670	\$ 1,200,255												
16	Not-To-Exceed	\$ 9,999,593	\$ 18,529,877												
					Year 1	Year 2	Year 3	Year 4	Year 5			Year 6			
17		7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2021 - 6/30/2025			
18		Actuals	Actuals	Actuals	Actuals	Actuals	Amendment	New	Actuals	Amendment	New	Current/Actuals			
19	Expenditures														
20	Salaries & Benefits	\$ 1,272,296	\$ 1,598,571	\$ 1,815,789	\$ 1,946,716	\$ -	\$ 2,390,460	\$ 2,390,460	\$ -	\$ 2,543,120	\$ 2,543,120	\$ 6,633,371			
21	Operating Expense	\$ 458,286	\$ 586,037	\$ 719,761	\$ 778,456	\$ -	\$ 980,851	\$ 980,851	\$ -	\$ 1,043,569	\$ 1,043,569	\$ 2,542,540			
22	Subtotal	\$ 1,730,582	\$ 2,184,608	\$ 2,535,550	\$ 2,725,171	\$ -	\$ 3,371,310	\$ 3,371,310	\$ -	\$ 3,586,689	\$ 3,586,689	\$ 9,175,911			
23	Indirect Percentage	15.00%	15.00%	15.00%	15.00%	15.00%		15.00%	15.00%		15.00%				
24	Indirect Cost (Line 22 X Line 23)	\$ 259,587	\$ 327,691	\$ 380,333	\$ 408,776	\$ -	\$ 505,697	\$ 505,697	\$ -	\$ 538,003	\$ 538,003	\$ 1,376,387			
25	Other Expenses (Not subject to indirect %)	\$ (1,676,803)	\$ (998,510)	\$ (445,704)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,121,016)			
26	Capital Expenditure	\$ 200,000	\$ 367,232	\$ 241,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 808,360			
28	Total Expenditures	\$ 513,366.19	\$ 1,881,021.11	\$ 2,711,307.33	\$ 3,133,947.21	\$ -	\$ 3,877,007	\$ 3,877,007	\$ -	\$ 4,124,692	\$ 4,124,692	\$ 8,239,641.84			
29															
30	HSH Revenues (select)														
31	General Fund - Ongoing	\$ 2,073,952	\$ 2,441,411	\$ 2,915,882	\$ 3,133,947		\$ 3,877,007	\$ 3,877,007		\$ 4,124,692	\$ 4,124,692	\$ 10,565,192			
34	General Fund - One-Time	\$ 200,000	\$ -	\$ 330,004				\$ -				\$ 530,004			
36	General Fund - Ongoing Shelter Enhancement		\$ 70,888					\$ -				\$ 70,888			
37	Adjustment to Actuals	\$ (1,393,355)	\$ (998,510)	\$ (534,579)				\$ -				\$ (2,926,444)			
38								\$ -				\$ -			
39								\$ -				\$ -			
40	Total HSH Revenues	\$ 513,365.14	\$ 1,881,021.30	\$ 2,711,307.00	\$ 3,133,947.00	\$ -	\$ 3,877,007	\$ 3,877,007	\$ -	\$ 4,124,692	\$ 4,124,692	\$ 8,239,640.44			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
52															
53	Prepared by	Maribel Gonzalez Ruiz													
54	Phone	650-313-3348													
55	Email	maribel@dscs.org													
56															
57	Template last modified	1/22/2020													

	A	AJ	AK
1	DEPARTMENT OF H		
2	APPENDIX B, BUDGE		
3	Document Date		
4	Contract Term		
5	Current Term		
6	Amended Term		
7	Provider Name		
8	Program		
9	F\$P Contract ID#		
10	Action (select)		
11	Effective Date		
12	Budget Name		
13			
14	Term Budget		
15	Contingency		
16	Not-To-Exceed	All Years	
17		7/1/2021 - 6/30/2027	7/1/2021 - 6/30/2027
18		Amendment	New
19	Expenditures		
20	Salaries & Benefits	\$ 4,933,579	\$ 11,566,950
21	Operating Expense	\$ 2,024,420	\$ 4,566,960
22	Subtotal	\$ 6,957,999	\$ 16,133,910
23	Indirect Percentage		
24	Indirect Cost (Line 2:	\$ 1,043,700	\$ 2,420,087
25	Other Expenses (Not	\$ -	\$ (3,121,016)
26	Capital Expenditure	\$ -	\$ 808,360
28	Total Expenditures	\$ 8,001,698.78	\$ 16,241,340.62
29			
30	HSH Revenues (selec		
31	General Fund - Onc	\$ 8,001,699	\$ 18,566,891
34	General Fund - One-	\$ -	\$ 530,004
36	General Fund - Onc	\$ -	\$ 70,888
37	Adjustment to Actua	\$ -	\$ (2,926,444)
38	\$	\$ -	\$ -
39	\$	\$ -	\$ -
40	Total HSH Revenues	\$ 8,001,699.00	\$ 16,241,339.16
50	Rev-Exp (Budget Ma	\$ -	
52			
53	Prepared by		
54	Phone		
55	Email		
56			
57	Template last modif		

	A	F	M	T	W	X	Y	Z	AA	AD	AE	AF	AG	AH	AI			
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	SALARY & BENEFIT DETAIL																	
3	Document Date	7/1/2025																
4	Provider Name	Mission Action Inc.																
5	Program	Emergency Shelter																
6	FSP Contract ID#	1000022325																
7	Budget Name	General Fund - Emergency Shelter																
8		Year 1			Year 2			Year 3			Year 4				Year 5			
9	POSITION TITLE	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	Agency Totals		For HSH Funded Program		7/1/2024 - 6/30/2025	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026			
10		Actuals	Actuals	Actuals					Actuals					Actuals	Amendment			
11		Budgeted Salary	Budgeted Salary	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change			
12	Associate Director of Programs	\$ 8,400	\$ 18,900	\$ 19,950	\$ 95,000	1.00	21%	0.21	\$ 19,950	\$ 95,000	1.00	20%	0.20		\$ 18,751			
13	Case Managers	\$ 8,320	\$ 69,888	\$ 145,600	\$ 58,240	2.50	100%	2.50	\$ 145,600	\$ 58,240	6.00	94%	5.64		\$ 328,474			
14	Cook	\$ 33,540	\$ 74,880	\$ 86,112	\$ 47,840	5.00	36%	1.80	\$ 86,112	\$ 47,840	5.00	47%	2.35		\$ 112,412			
15	Program Director	\$ 9,917	\$ 26,250	\$ 27,300	\$ 130,000	1.00	21%	0.21	\$ 27,300	\$ 130,000	1.00	20%	0.20		\$ 25,659			
17	Janitor	\$ 39,877	\$ 133,952	\$ 66,976	\$ 47,840	1.80	100%	1.80	\$ 86,112	\$ 47,840	3.00	94%	2.82		\$ 134,909			
18	Lead Shelter Monitor	\$ 87,707	\$ 112,320	\$ 109,200	\$ 52,000	3.10	100%	3.10	\$ 161,200	\$ 52,000	3.25	94%	3.05		\$ 158,843			
19	Maintenance Technician	\$ 22,187	\$ 20,280	\$ 52,000	\$ 52,000	3.00	39%	1.17	\$ 60,840	\$ 52,000	3.00	47%	1.41		\$ 73,312			
20	Manager Cook	\$ 9,344	\$ 23,400	\$ 23,962	\$ 66,560	1.00	36%	0.36	\$ 23,962	\$ 66,560	1.00	47%	0.47		\$ 31,280			
21	Monitor	\$ 640,640	\$ 579,779	\$ 645,840	\$ 47,840	13.50	100%	13.50	\$ 645,840	\$ 47,840	16.00	94%	15.04		\$ 719,437			
24	Program Assistant	\$ 34,667	\$ -	\$ 6,760	\$ 52,000	1.00	13%	0.13	\$ 6,760	\$ 52,000	1.00	12%	0.12		\$ 6,443			
26	Site Coordinator	\$ 25,500	\$ 63,440	\$ 66,560	\$ 66,560	1.00	100%	1.00	\$ 66,560	\$ 66,560	1.00	94%	0.94		\$ 62,560			
27	Facilities Staff		\$ -	\$ 24,877	\$ 47,840	2.00	26%	0.52	\$ 24,877	\$ 47,840	2.00	24%	0.49		\$ 23,382			
28	Case Manager Supervisor		\$ -	\$ 13,312	\$ 66,560	0.50	100%	0.50	\$ 33,280	\$ 66,560	0.60	94%	0.56		\$ 37,536			
29	Associate Director of Operations		\$ -	\$ 11,050	\$ 85,000	1.00	13%	0.13	\$ 11,050	\$ 85,000	1.00	12%	0.12		\$ 10,386			
30	Director of Operations		\$ -	\$ 15,600	\$ 120,000	1.00	13%	0.13	\$ 15,600	\$ 120,000	1.00	12%	0.12		\$ 14,662			
31	Program Manager		\$ -	\$ 71,000	\$ 71,000	1.00	100%	1.00	\$ 71,000	\$ 71,000	1.00	94%	0.94		\$ 66,733			
32			\$ -												\$ -			
54			\$ -												\$ -			
55		\$ 971,218	\$ 1,220,283	\$ 1,386,098	TOTAL SALARIES				\$ 1,486,042	TOTAL SALARIES				\$ -	\$ 1,824,778			
56							TOTAL FTE	29.42				TOTAL FTE	35.76					
57		31.00%	31.00%	31.00%			FRINGE BENEFIT RATE	31.00%			FRINGE BENEFIT RATE		31.00%					
58		\$ 301,078	\$ 378,288	\$ 429,691	EMPLOYEE FRINGE BENEFITS				\$ 460,673	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 565,681			
59		\$ 1,272,296	\$ 1,598,571	\$ 1,815,789	TOTAL SALARIES & BENEFITS				\$ 1,946,716	TOTAL SALARIES & BENEFITS				\$ -	\$ 2,390,460			
60																		
61																		
62																		
63																		
64																		
65																		
66																		
67																		
68																		

	A	AJ	AK	AL	AM	AN	AO	AP	AQ	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	SALARY & BENEFIT DETAIL											
3	Document Date											
4	Provider Name											
5	Program											
6	FSP Contract ID#											
7	Budget Name											
8	EXTENSION YEAR											
			Year 6							All Years		
9	POSITION TITLE	7/1/2025 - 6/30/2026	Agency Totals		For HSH Funded Program		7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2026 - 6/30/2027	7/1/2021 - 6/30/2025	7/1/2021 - 6/30/2027	7/1/2021 - 6/30/2027
10		New					Actuals		Amendment	New	Current/Actuals	Modification
11		Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12		Associate Director of Programs	\$ 18,751	\$ 95,000	1.00	21%	0.21		\$ 19,950	\$ 19,950	\$ 67,200	\$ 38,701
13	Case Managers	\$ 328,474	\$ 58,240	6.00	100%	6.00		\$ 349,440	\$ 349,440	\$ 369,408	\$ 677,914	\$ 1,047,322
14	Cook	\$ 112,412	\$ 47,840	5.00	50%	2.50		\$ 119,600	\$ 119,600	\$ 280,644	\$ 232,012	\$ 512,656
15	Program Director	\$ 25,659	\$ 130,000	1.00	21%	0.21		\$ 27,300	\$ 27,300	\$ 90,767	\$ 52,959	\$ 143,726
17	Janitor	\$ 134,909	\$ 47,840	3.00	100%	3.00		\$ 143,520	\$ 143,520	\$ 326,917	\$ 278,429	\$ 605,346
18	Lead Shelter Monitor	\$ 158,843	\$ 52,000	3.25	100%	3.25		\$ 169,000	\$ 169,000	\$ 470,427	\$ 327,843	\$ 798,270
19	Maintenance Technician	\$ 73,312	\$ 52,000	3.00	50%	1.50		\$ 78,000	\$ 78,000	\$ 155,307	\$ 151,312	\$ 306,619
20	Manager Cook	\$ 31,280	\$ 66,560	0.50	100%	0.50		\$ 33,280	\$ 33,280	\$ 80,667	\$ 64,560	\$ 145,227
21	Monitor	\$ 719,437	\$ 47,840	16.00	100%	16.00		\$ 765,440	\$ 765,440	\$ 2,512,099	\$ 1,484,877	\$ 3,996,976
24	Program Assistant	\$ 6,443	\$ 52,000	1.00	13%	0.13		\$ 6,760	\$ 6,760	\$ 48,187	\$ 13,203	\$ 61,389
26	Site Coordinator	\$ 62,560	\$ 66,560	1.00	100%	1.00		\$ 66,560	\$ 66,560	\$ 222,060	\$ 129,120	\$ 351,180
27	Facilities Staff	\$ 23,382	\$ 47,840	2.00	26%	0.52		\$ 24,877	\$ 24,877	\$ 49,754	\$ 48,259	\$ 98,012
28	Case Manager Supervisor	\$ 37,536	\$ 66,560	0.60	100%	0.60		\$ 39,936	\$ 39,936	\$ 46,592	\$ 77,472	\$ 124,064
29	Associate Director of Operations	\$ 10,386	\$ 85,000	1.00	13%	0.13		\$ 11,050	\$ 11,050	\$ 22,100	\$ 21,436	\$ 43,536
30	Director of Operations	\$ 14,662	\$ 120,000	1.00	13%	0.13		\$ 15,600	\$ 15,600	\$ 31,200	\$ 30,262	\$ 61,462
31	Program Manager	\$ 66,733	\$ 71,000	1.00	100%	1.00		\$ 71,000	\$ 71,000	\$ 142,000	\$ 137,733	\$ 279,733
32		\$ -						\$ -	\$ -	\$ -	\$ -	\$ -
54		\$ -						\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ 1,824,778	TOTAL SALARIES				\$ -	\$ 1,941,313	\$ 1,941,313	\$ 5,063,642	\$ 3,766,091	\$ 8,829,733
56			TOTAL FTE			38.04						
57		31.00%	FRINGE BENEFIT RATE				31.00%		31.00%			
58		\$ 565,681	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 601,807	\$ 601,807	\$ 1,569,729	\$ 1,167,488	\$ 2,737,217
59		\$ 2,390,460	TOTAL SALARIES & BENEFITS				\$ -	\$ 2,543,120	\$ 2,543,120	\$ 6,633,371	\$ 4,933,579	\$ 11,566,950
60												
61												
62												
63												
64												
65												
66												
67												
68												

[illegible]

	A	S	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				
2	OPERATING DETAIL				
3	Document Date				
4	Provider Name				
5	Program				
6	FSP Contract ID#				
7	Budget Name				
8					
9			All Years		
10		7/1/2026 - 6/30/2027	7/1/2021 - 6/30/2025	7/1/2021 - 6/30/2027	7/1/2021 - 6/30/2027
11		New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 265,255	\$ 926,750	\$ 514,568	\$ 1,441,318
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 20,462	\$ 47,839	\$ 39,694	\$ 87,533
15	Office Supplies, Postage	\$ 5,000	\$ 33,344	\$ 9,700	\$ 43,044
16	Building Maintenance Supplies and Repair	\$ 37,500	\$ 76,267	\$ 72,746	\$ 149,013
18	Insurance	\$ 65,497	\$ 150,355	\$ 127,058	\$ 277,413
19	Staff Training	\$ 5,500	\$ 29,000	\$ 10,669	\$ 39,669
20	Staff Travel-(Local & Out of Town)	\$ 6,401	\$ 15,802	\$ 12,417	\$ 28,219
22	Household and facility supplies	\$ 128,000	\$ 282,792	\$ 248,307	\$ 531,099
23	Food	\$ 366,096	\$ 616,503	\$ 710,190	\$ 1,326,692
24	Kitchen Supplies	\$ 16,700	\$ 40,179	\$ 32,396	\$ 72,575
25	Participant Activities	\$ 5,300	\$ 19,179	\$ 10,281	\$ 29,460
26	Laundry	\$ 104,958	\$ 248,612	\$ 203,608	\$ 452,220
27	Equipment	\$ 15,000	\$ 27,051	\$ 29,099	\$ 56,150
28	Telecommunications (Direct and Shared)	\$ 600	\$ 2,256	\$ 1,164	\$ 3,420
31			\$ -	\$ -	\$ -
42	Consultants		\$ -	\$ -	\$ -
43	IT Consulting	\$ 1,300	\$ 5,444	\$ 2,522	\$ 7,966
44			\$ -	\$ -	\$ -
54	Subcontractors		\$ -	\$ -	\$ -
55			\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 1,043,569	\$ 2,542,540	\$ 2,024,420	\$ 4,566,960
69					

BUDGET NARRATIVE

General Fund - Emergency Shelter

Fiscal Year

FY25-26

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

Fiscal Term Start

7/1/2025

Fiscal Term End

6/30/2026

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
Associate Director of Programs	0.20	\$ 18,751	The Associate Director of Programs will provide additional administrative and operational oversight for all shelter and housing programs, and support with high level contract monitoring deliverables.	95,000*.20	La'Oshia Tillman
Case Managers	5.64	\$ 328,474	The additional Case Manager FTE was added to support the case management needs of our clients, and recognizing that with 91 clients daily, the program needs the additional staff to provide adequate services based on supportive services ratio of 1:25. The 1:25 ratio for this program is met with these CM FTE's in combination with the .6 FTE in the HUD-funded ESG Case Management grant.	58,240*5.64	Yanira Ramirez, Juanita Watkins, TBD
Cook	2.35	\$ 112,412	Cooking and preparing food for daily Breakfast and Dinner meals.	5 cooks @50%FTE, 47,840*2.35	Various
Program Director	0.20	\$ 25,659	This position provides overall program strategy and planning and liaises with the city on contract related matters.	\$130,000*.20	Jaime Torres
Janitor	2.82	\$ 134,909	Janitorial needs for daily cleaning.	\$47,840*2.8	Various
Lead Shelter Monitor	3.05	\$ 158,843	The Lead Shelter Monitor salary was increased to \$25/hour to reflect a living wage and to be aligned and consistent with the wages for the same position at our shelter-in-place sites. Serves as the point person for shelter shifts, assigning tasks to other monitors as necessary.	\$52,000*3.05	Cindy Genoves, Gerardo Verdusco, TBD
Maintenance Technician	1.41	\$ 73,312	Maintenance needs for repairs and other facility-related issues.	3 technicians @ .39%, \$52,000*1.41	Various
Manager Cook	0.47	\$ 31,280	The Food Service Manager supervises a team of 5 cooks which prepares daily meals across program sites. Creating menus and maintaining food quality, meal safety and nutritional requirements. Purchasing within budget and vendor relationship maintenance and tracking of food receiving and billing.	\$66,560*.47	TBD
Monitor	15.04	\$ 719,437	The Shelter Monitor salary was increased to \$23/hour to reflect a living wage and to be aligned and consistent with the wages for the same position at our shelter-in-place sites. Provide site operations, maintaining good neighbor policy and upholding contract rules and guidelines.	\$47,840*15.04	Aaron Weller, Carissa Hudson, David Shrader, Rafael Vigil, Keydi Rivas Galo, Francisco Gomez, Lonnie Washington, Javier Baez, Alicia Howard, Gerardo Javier Valle Diaz, Perry Ojascastro, Josman Lampe, Juana Medina, Diana Barbosa
Program Assistant	0.12	\$ 6,443	The Program Assistant will support the programmatic needs of the site, including meal service, community activities, client flow, data entry, etc.	52000*0.12	
Site Coordinator	0.94	\$ 62,560	The Site Coordinator manages onsite operations and provide direct supervision to staff. Coordinator also works 2 shifts as lead monitor.	\$66,560*.94	Steven Reus
Facilities Staff	0.49	\$ 23,382	Responsible for delivering all program supplies, meals and laundry. Does most of the shopping.	2 @ 26FTE: \$47840*.49	Various
Case Manager Supervisor	0.56	\$ 37,536	Supervises case managers and carries a case load of 16 clients.	\$66,560 * .56	TBD
Associate Director of Operations	0.12	\$ 10,386	Supervises the Maintenance team, facilities and kitchen staff's daily operations, including purchasing.	\$85,000*.12	Arturo Arenalos
Director of Operations	0.12	\$ 14,662	Responsible for overseeing all facilities, kitchen and janitorial work.	\$120,000*.12	Yesenia Lacayo
Program Manager	0.94	\$ 66,733	The Program Manager oversees the congregate shelter program and insures staffing, including training.	\$71,000*.94	Stephanie Whisenont
TOTAL	35.76	\$ 1,824,778			
<u>Employee Fringe Benefits</u>			<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 34% of total salaries.</u>		
		\$ 565,681			
Salaries & Benefits Total		\$ 2,390,460			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 249,313	Rental payments for shelter site and storage, including two additional rooms added on this year. This includes two additional rooms and use of sanctuary.	actuals + cost of additional space
Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 19,232	Utilities, 5k for carry forward to dump/recycle the mattresses and beds	Actuals + additional need
Office Supplies, Postage	\$ 4,700	Office supplies and postage needed for program	
Building Maintenance Supplies and Repair	\$ 35,246	Supplies and repair costs associated with the maintenance of the program site	Actuals + additional need
Insurance	\$ 61,561	Insurance costs	
Staff Training	\$ 5,169	Staff training and development, including First Aid and CPR, LGBTQ allies training, and trauma informed care.	
Staff Travel-Local & Out of Town)	\$ 6,016	Staff travel	
Household and facility supplies	\$ 120,307	This includes cleaning supplies, facility and plumbing supplies, PPE, air purifiers, and replacement filters. This amount also includes the replacement budget for reinfation of the program (mattresses, blankets, linens).	
Food	\$ 219,219	This amount includes daily breakfast and dinner meals for clients.	\$3.3 per meal*152 participants*2 meals per day * 365 days per year
Kitchen Supplies	\$ 15,696	Supplies needed for cooking, preparing, packaging, and serving all meals.	
Participant Activities	\$ 4,981	Participant activities will include community events and special programming such as community healing sessions, art therapy, etc.	
Laundry	\$ 98,650	Laundry service needed for blankets, towels and all linens for all clients.	
Equipment	\$ 14,099	Will need to add computers, desks and chairs for new staff and dining chairs and tables for dinner service	
Consultants	\$ -		
IT Consulting	\$ 1,222	Shared IT consultant for all IT needs for program	
Subcontractors	\$ -		
	\$ -		
TOTAL OPERATING EXPENSES	\$ 855,976		
Indirect Cost	15.0%	\$ 505,697	

	A	B	C	D	N	O	P	S	V	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	2/1/2025										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	7/1/2021	6/30/2025	4								
6	Amended Term	7/1/2021	6/30/2027	6								
7	Provider Name	Mission Action Inc.										
8	Program	Emergency Shelter										
9	FSP Contract ID#	1000022325										
10	Action (select)	Modification										
11	Effective Date	2/1/2025										
12	Budget Name	General Fund - Capital Improvements										
13		Current	New									
14	Term Budget	\$ 1,088,283	\$ 1,088,283	15%								
15	Contingency	\$ 671,670	\$ 1,200,255									
16	Not-To-Exceed	\$ 9,999,593	\$ 18,529,877									
17					7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2021 - 6/30/2025	7/1/2021 - 6/30/2027	7/1/2021 - 6/30/2027
18					Actuals	Modification	New	New	New	Current/Actuals	Modification	New
19	Expenditures											
26	Capital Expenditure				\$ 1,088,283	\$ -	\$ 1,088,283	\$ -	\$ -	\$ 1,088,283	\$ -	\$ 1,088,283
27	Admin Cost (HUD Agreements Only)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total Expenditures				\$ 1,088,283	\$ -	\$ 1,088,283	\$ -	\$ -	\$ 1,088,283	\$ -	\$ 1,088,283
29												
30	HSH Revenues (select)											
34	General Fund - One-Time				\$ 1,088,283	\$ -	\$ 1,088,283	\$ -	\$ -	\$ 1,088,283	\$ -	\$ 1,088,283
39							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	Total HSH Revenues				\$ 1,088,283	\$ -	\$ 1,088,283	\$ -	\$ -	\$ 1,088,283	\$ -	\$ 1,088,283
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)											
47	Total Other Revenues				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48												
49	Total HSH + Other Revenues				\$ 1,088,283	\$ -	\$ 1,088,283	\$ -	\$ -	\$ 1,088,283	\$ -	\$ 1,088,283
50	Rev-Exp (Budget Match Check)				\$ -		\$ -	\$ -	\$ -	\$ -		\$ -
52												
53	Prepared by	Maribel Gonzalez Ruiz										
54	Phone	650-313-3348										
55	Email	maribel@dscs.org										

	A	K	L	M	P	S	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	OPERATING DETAIL								
3	Document Date								
4	Provider Name								
5	Program								
6	FSP Contract ID#								
7	Budget Name								
8									
9									
10									
11									
12	Operating Expenses	Year 4			Year 5	Year 6	All Years		
85		7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2021 - 6/30/2025	7/1/2021 - 6/30/2027	7/1/2021 - 6/30/2027
86	Capital Expenses	Actuals	Modification	New	New	New	Current/Actuals	Modification	New
		Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
87	Unit Construction/Rehab	\$ 567,548	\$ -	\$ 567,548	\$ -	\$ -	\$ 567,548	\$ -	\$ 567,548
88	Environmental Remediation	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000
89	GC Bond Premium/GC Insurance/GC Taxes	\$ 12,129	\$ -	\$ 12,129	\$ -	\$ -	\$ 12,129	\$ -	\$ 12,129
90	GC Overhead & Profit	\$ 32,984	\$ -	\$ 32,984	\$ -	\$ -	\$ 32,984	\$ -	\$ 32,984
91	GC General Conditions	\$ 71,757	\$ -	\$ 71,757	\$ -	\$ -	\$ 71,757	\$ -	\$ 71,757
92	Hard Cost Construction Contingency	\$ 208,325	\$ -	\$ 208,325	\$ -	\$ -	\$ 208,325	\$ -	\$ 208,325
93	Soft Costs	\$ 160,617	\$ -	\$ 160,617	\$ -	\$ -	\$ 160,617	\$ -	\$ 160,617
94	Soft Costs Contingency	\$ 24,923	\$ -	\$ 24,923	\$ -	\$ -	\$ 24,923	\$ -	\$ 24,923
100									
101	TOTAL CAPITAL EXPENSES	\$ 1,088,283	\$ -	\$ 1,088,283	\$ -	\$ -	\$ 1,088,283	\$ -	\$ 1,088,283
102									
103	HSH #3						Template last modified 1/22/2020		

BUDGET NARRATIVE

Fiscal Year

General Fund - Capital Improvem

FY24-25

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

Fiscal Term Start
7/1/2024Fiscal Term End
6/30/2025

<u>Capital Expenses</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Unit Construction/Rehab	\$ 567,548	Hard costs for general contractor to buildout 2 new dorms. The work will include building out new bathrooms within the dorms and increasing overall occupancy by 48 beds	1 project * project estimate cost
Environmental Remediation	\$ 10,000	Cost for lead and asbestos testing and remediation if necessary; expense based on contractor's estimate.	1 contracted work * contractor estimate
GC Bond Premium/GC Insurance/GC Taxes	\$ 12,129	General contractor bond, insurance and taxes; cost is an estimate based on expenses from previous projects and consultant's assessment.	1 cost of projected bond, insurance, taxes and expenses
GC Overhead & Profit	\$ 32,984	General contractor profit margin for project; cost is determined by contractor's and consultant's estimate	1 expense * contractor estimate of expenses
GC General Conditions	\$ 71,757	General contractor indirect costs for project; cost is determined by contractor's and consultant's estimate.	1 expense * contractor estimate of expenses
Hard Cost Construction Contingency	\$ 208,325	Coverage for unexpected construction costs; estimate provided based on industry practices.	1 expense * contractor estimate of expenses
Soft Costs	\$ 160,617	Costs including: architect design fees, MEP report, insurance - builders risk, entitlement and permit fees, furnishings, development consultant fees	1 expense * contractor estimate of expenses
Soft Costs Contingency	\$ 24,923	Coverage for unexpected soft costs; estimates provided based on industry practices	1 expense * contractor estimate of expenses
TOTAL CAPITAL EXPENSES	\$ 1,088,283		

Appendix C, Method of Payment

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

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

E. Invoicing System:

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

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

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

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

G. Spend Down:

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

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

H. Documentation and Record Keeping:

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

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

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

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Mayor's Office of Housing & Community Development	Mixed-Status Families in RAD and HOPE SF Tenant-Based Rental Subsidy	July 1, 2023 – June 30, 2025	\$1,566,503
Human Services Agency	The Little Market	August 1, 2022 – June 30, 2025	\$6,525,000
Department of Building Inspection	Department of Building Inspection	July 1, 2024 – June 30, 2025	\$987,566
Department of Building Inspection	Chinatown CDC	July 1, 2024 – June 30, 2025	\$47,093
Mayor's Office of Housing & Community Development	Tenant Counseling	July 1, 2024 – June 30, 2025	\$270,000
Mayor's Office of Housing & Community Development	SFILEN	July 1, 2024 – June 30, 2025	\$2,011,062
Mayor's Office of Housing & Community Development	Hotline	July 1, 2024 – June 30, 2025	\$1,528,457
Department of Homelessness and Supportive Housing	Access Point	July 1, 2021 – June 30, 2026	\$4,173,839
Department of Homelessness and Supportive Housing	Buena Vista Horace Mann	October 15, 2018 – June 30, 2025	\$8,496,182
Mayor's Office of Housing & Community Development	Immigrant Legal Services Partnership	July 1, 2024 – June 30, 2025	\$274,364
Office of Civic Engagement & Immigrant Affairs	OCEIA DACA	July 1, 2024 – June 30, 2025	\$70,000
Mayor's Office of Housing & Community Development	MAM	July 1, 2024 – June 30, 2025	\$69,660
Mayor's Office of Housing & Community Development	SFILDC UAC	July 1, 2024 – June 30, 2025	\$325,904
Office of Labor Standard & Enforcement	OLSE	July 1, 2024 – June 30, 2025	\$77,593
Office of Civic Engagement & Immigrant Affairs	OCEIA	July 1, 2024 – June 30, 2025	\$425,000
California Domestic Workers Coalition	DWEOP	July 1, 2024 – June 30, 2025	\$65,000
Mayor's Office of Community Development	Mujeres Unidas y Activas	July 1, 2024– June 30, 2025	\$38,250
Office of Economic & Workforce Development	Co-Op	July 1, 2024 – June 30, 2025	\$225,000
Department of Homelessness and Supportive Housing	Adult Shelter	July 1, 2021 – June 30, 2025	\$9,999,593
Department of Homelessness and Supportive Housing	Casa Esperanza	March 1, 2023 - February 29, 2028	\$7,147,000

Department of Homelessness and Supportive Housing	Mission Inn	March 1, 2023 – February 29, 2028	\$10,741,000
Mayor's Office of Community Development	Cohen HOPWA	July 1, 2024 – June 30, 2025	\$399,481
Department of Public Health	Cohen DPH	April 1, 2024 – March 31, 2025	\$240,656
Department of Homelessness and Supportive Housing	Casa Quesada	July 1, 2019 – June 30, 2026	\$3,785,882
Mayor's Office of Community Development	Dolores Hotel	July 1, 2020 – June 30, 2035	\$14,000,884



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Mission Action: Emergency Shelter Grant Agreement 2nd Amendment

Budget and Finance Committee | April 9, 2025



Proposed Amendment Details

- **Resolution:** Approve the **2nd amendment** to the grant agreement between HSH and **Mission Action** for emergency shelter services at **the Dolores Shelter Program**.
- **Term:**
 - Current Term: July 1, 2021– June 30, 2025
 - Amended Term: **July 1, 2021 – June 30, 2027**
- **Amount:** Increases not-to-exceed amount by **\$8,530,284** for a total not-to-exceed amount of **\$18,529,877**.
- **Commission approval:** March 6, 2025

Grant Agreement Overview

- The Dolores Shelter Program offers 91 beds of overnight emergency shelter.
- Mission Action provides bilingual and culturally responsive emergency shelter services.
- Average cost: \$74/client/night including meals and lease costs
- Mission Action provides overnight emergency shelter, hot meals, and support services.

Program Context

- The Dolores Shelter Program has been in operation **since 1982**.
- In Fiscal Year 2023-24, Mission Action provided emergency shelter to **309 adults**.
- In FY25-26, the Dolores Shelter Program will complete a **shelter expansion project** to bring the total shelter capacity up to 152 beds.

309 people served in
FY 23-24

54% Latine

31% LGBTQ+



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

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

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
DOLORES STREET COMMUNITY SERVICES**

THIS GRANT AGREEMENT (“Agreement”) is made as of **October 15, 2021**, in the City and County of San Francisco, State of California, by and between **DOLORES STREET COMMUNITY SERVICES** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”),

RECITALS

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

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

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

unfounded, of whatsoever kind and nature.

- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

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

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

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

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

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

authorization.

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

ARTICLE 3 TERM

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

(a) The term of this Agreement shall commence on **July 1, 2021** 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.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other

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

4.5 Publications and Work Product.

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million Seven Hundred Thirty Eight Thousand Five Hundred Seventy Two Dollars (\$8,738,572)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Seven Hundred Forty Seven Thousand Seven Hundred Fourteen Dollars (\$1,747,714)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

5.4 Reserved. (State or Federal Funds).

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

any time during the term of this Agreement.

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

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

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

ARTICLE 7 TAXES

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest.**
 - (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

ARTICLE 10 INSURANCE

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

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

Completed Operations.

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

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

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

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

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

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

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

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

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

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
P.O. Box 427400
San Francisco, CA 94142-7400
hshcontracts@sfgov.org

If to Grantee: Dolores Street Community Services
938 Valencia Street
San Francisco, CA 94110
Attn: Saul Hidalgo
Saul@dscs.org

Any notice of default must be sent by registered mail.

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

ARTICLE 16 COMPLIANCE

- 16.1 Reserved.**

- 16.2 Nondiscrimination; Penalties.**

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

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

16.3 Reserved.

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

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

and the rules and regulations promulgated thereunder.

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

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

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

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

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

16.13 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

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

(b) **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation

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

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

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

(a) As required by Administrative Code Sec. 20.404, Grantee agrees to:

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;
- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;

- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;
- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;

- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall;
- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff person by name and position;
- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and
- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that

address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:

- A. Hand washing requirements and other communicable disease prevention;
- B. Proper food handling and storage;
- C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
- D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
- E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;
- F. On-the-job burn-out prevention;
- G. Requirements under the ADA;
- H. Policies and procedures explained in shelter training manuals; and
- I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided below;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;
- (3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to \$1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;
- (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (5) That in the event the City brings a civil action to recover liquidated damages for

breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

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

**ARTICLE 17
MISCELLANEOUS**

- 17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment

Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees

- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:
- | | |
|-----------------|--|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims; Monetary Penalties. |
| Article 7 | Taxes. |
| Article 8 | Representations and Warranties. |
| Article 9 | Indemnification and General Liability. |
| Section 10.4 | Required Post-Expiration Coverage. |
| Article 12 | Disclosure of Information and Documents. |
| Section 13.4 | Grantee Retains Responsibility. |
| Section 14.3 | Consequences of Recharacterization. |
| This Article 17 | Miscellaneous. |
- 17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this

Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure.

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

days.

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

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

17.15 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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


CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**DOLORES STREET COMMUNITY
SERVICES**

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

By: 
4BFEAF8780F5400...
Print Name: Laura Valdez
Title: Executive Director
City Supplier Number: 0000021257

Approved as to Form:

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

**Appendix A, Services to be Provided
by
Dolores Street Community Services
Emergency Shelter**

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population.

II. Served Population

Grantee shall serve single adults, aged 18 and over, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Grantee shall determine possible accommodation of guests with service or companion animals at the shelter.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and utilize any referral system required by the City.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget. Grantee shall serve 53 guests until COVID-19 restrictions on shelter capacity are lifted; 108 guests until completion of the shelter expansion project; and 136 guests upon completion of the shelter expansion project. The City may require Grantee to serve fewer guests in order to maintain the health and safety of guests in accordance with City requirements. Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes.
2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the shelter facility's hours of operation.
3. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillow case, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity.
4. Meals: Grantee shall provide breakfast and dinner to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project.

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

5. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 6. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records.
- B. Shelter Reservation Services: Grantee shall manage and operate a shelter reservation service a shelter reservation system, capturing client reservation and attendance information.
- C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Orientation: Grantee shall provide weekly orientation meetings to shelter guests.
 2. Intake and Enrollment: Grantee shall conduct an intake, and make any updates, to determine and document participant identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis.
 3. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas.
 4. Referrals and Coordination of Services: Grantee shall refer to and coordinate with other on-site services such as, but not limited to, behavioral health services, shelter health, public benefits assistance problem solving, to help guests to access services available within the community. Grantee shall provide access to supportive services provided by behavioral health services. Grantee shall provide referrals and linkages to other service providers as requested and required of the Individual Service Plan. Grantee shall assist with matching referrals to be behavioral health services.
- Referrals and Coordination of Services: Grantee shall make referrals to Access Points, and eliminate barriers to connect guests to Access Points. Grantee may provide other resources to help individuals stabilize and begin the progress out of homelessness. Grantee shall also communicate and coordinate with outside service providers to support existing guests in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits.
5. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support,

as appropriate. These events may be planned with or based on input from guests and shall be held onsite.

6. **Safety and De-Escalation:** Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
7. **Wellness Checks:** Grantee shall conduct wellness checks, in accordance to HSH policies, as necessary, to identify guests who show signs of concern.

V. Location and Time of Services

Grantee shall provide Shelter services at 1050 South Van Ness Avenue and 2909 24th Street, San Francisco 94110, 6:00 pm to 9:00 am, seven days per week, unless other hours are established between City and Grantee.

VI. Service Requirements

- A. **Shelter Expansion:** To respond to weather or other emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.
- B. **Staffing:**
 1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
 2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.

C. Language Accessibly: Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English.

D. Record Keeping:

1. Grantee shall maintain confidential files on each guest and/or household that has a Plan, including documentation and notes that track planning and progress on achieving goals in Plans.
2. Grantee shall also keep support services files, which contain the record of complaints, services requests, grievances, warnings and denials of service for shelter rule infractions and the outcomes and responses to guests.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

E. Dietary and Food Safety

Grantee shall meet the following meal dietary requirements:

1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established menu pattern, portion sizes and vegetarian and religious/diet accommodations;
2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
4. Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.

F. Facilities:

1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan

blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).

- c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

G. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building; and
5. Active discouragement of loitering in the area surrounding the building.

H. Feedback, Complaint and Follow-up Policies

Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
2. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback, satisfaction and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

I. City Communications and Policies

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

1. Compliance with all Shelter and Resource Center Standards of Care as required by Administrative Code, Sec. 20.404¹;
2. Regular communication to HSH about the implementation of the program;
3. Attendance of HSH meetings and trainings, as required;
4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;

5. Attendance of the Shelter Monitoring Committee Meetings;
 6. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
 7. Adherence to the City service or companion animals policy;
 8. Adherence to the HSH Cold/Wet Weather Policy;
 9. Adherence to the TB Infection Control Guidelines for Homeless;
 10. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- J. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including but not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- K. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- L. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- N. Data Standards:
1. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

2. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

VII. Service Objectives

Grantee shall perform the following service objectives unless the City states otherwise in order to maintain the health and safety of guests in accordance with City requirements.

- A. Grantee shall achieve an average daily bed occupancy rate of 95 percent.
- B. A minimum of 50 percent of single adults guests shall complete a Satisfaction Survey each quarter..
- C. 100 percent of shelter staff shall be trained using the Congregate Shelter Operations Manual.
- D. 100 percent of guests will use the finger imager upon entry into the shelter to determine if they have a reservation. Of the shelter guests with a finger image on file, 75 percent will be checked in biometrically as documented by a CHANGES report. A manual check-in will be done only when the biometric check-in is not possible.
- E. 60 percent of guests shall attend monthly in-house Community Meetings (unless excused for work, school or medical appointments) unless unable due to health and safety reasons defined by the City.

VIII. Outcome Objectives

Grantee shall perform the following outcome objectives unless the City states otherwise in order to maintain the health and safety of guests in accordance with City requirements.

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, meals, connection to services and safety as good or excellent.

IX. Reporting Requirements

Grantee shall input data into data systems required by HSH, such as, but not limited to Online Navigation and Entry (ONE) system, and CARBON.

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall provide Ad Hoc reports as required by the Department.
- E. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.
- C. Food Safety: Grantee shall be responsible to utilize Department of Public Health (DPH) Registered Dietician (RD) support services to provide annual monitoring and evaluation of food safety/sanitation, meal preparation/service and menu documentation. Report will include recommendations and actions that shelter has taken to address any compliance issues noted.

	A	B	C	D	E	F	G	H	I	J	K	L	M	AI	AJ	AK	AL	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	APPENDIX B, BUDGET																	
3	Document Date	10/15/2021																
4	Contract Term	Begin Date	End Date	Duration (Years)														
5	Current Term	7/1/2021	6/30/2024	3														
6	Amended Term	7/1/2021	6/30/2024	3														
7	Provider Name	Dolores Street Community Services																
8	Program	Emergency Shelter																
9	FSP Contract ID#	1000022325																
10	Action (select)	New Agreement																
11	Effective Date	7/1/2021																
12	Budget Name	Emergency Shelter																
13		Current	New															
14	Term Budget	\$ 6,990,858	\$ 6,990,858	25%														
15	Contingency	\$ (6,990,858)	\$ 1,747,714															
16	Not-To-Exceed		\$ 8,738,572															
					Year 1			Year 2			Year 3			All Years				
17					7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024		
18					New		New	New		New	New		New	New		New		
19	Expenditures																	
20	Salaries & Benefits				\$ 1,272,296	\$ -	\$ 1,272,296	\$ 1,352,093	\$ -	\$ 1,352,093	\$ 1,352,093	\$ -	\$ 1,352,093	\$ 3,976,482	\$ -	\$ 3,976,482		
21	Operating Expense				\$ 458,286	\$ -	\$ 458,286	\$ 625,880	\$ -	\$ 625,880	\$ 625,880	\$ -	\$ 625,880	\$ 1,710,046	\$ -	\$ 1,710,046		
22	Subtotal				\$ 1,730,582	\$ -	\$ 1,730,582	\$ 1,977,973	\$ -	\$ 1,977,973	\$ 1,977,973	\$ -	\$ 1,977,973	\$ 5,686,528	\$ -	\$ 5,686,528		
23	Indirect Percentage				15.00%		15.00%	15.00%		15.00%	15.00%		15.00%					
24	Indirect Cost (Line 21 X Line 22)				\$ 259,587	\$ -	\$ 259,587	\$ 296,696	\$ -	\$ 296,696	\$ 296,696	\$ -	\$ 296,696	\$ 852,979	\$ -	\$ 852,979		
25	Other Expenses (Not subject to indirect %)				\$ 83,784	\$ -	\$ 83,784	\$ 83,784	\$ -	\$ 83,784	\$ 83,784	\$ -	\$ 83,784	\$ 251,352	\$ -	\$ 251,352		
26	Capital Expenditure				\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000		
27	Admin Cost (HUD Agreements Only)					\$ -			\$ -			\$ -		\$ -	\$ -	\$ -		
28	Total Expenditures				\$ 2,273,953.15	\$ -	\$ 2,273,953.15	\$ 2,358,453.00	\$ -	\$ 2,358,453.00	\$ 2,358,453.00	\$ -	\$ 2,358,453.00	\$ 6,990,859.14	\$ -	\$ 6,990,859.14		
29																		
30	HSH Revenues (select)																	
31	General Fund - Ongoing				\$ 2,013,375		\$ 2,013,375	\$ 2,297,876		\$ 2,297,876	\$ 2,297,876		\$ 2,297,876	\$ 6,609,127	\$ -	\$ 6,609,127		
32	General Fund - CODB				\$ 60,577		\$ 60,577	\$ 60,577		\$ 60,577	\$ 60,577		\$ 60,577	\$ 181,731	\$ -	\$ 181,731		
33					\$ -		\$ -			\$ -			\$ -	\$ -	\$ -	\$ -		
34	General Fund - One-Time				\$ 200,000		\$ 200,000			\$ -			\$ -	\$ 200,000	\$ -	\$ 200,000		
35							\$ -			\$ -			\$ -	\$ -	\$ -	\$ -		
36							\$ -			\$ -			\$ -	\$ -	\$ -	\$ -		
40	Total HSH Revenues				\$ 2,273,951.79	\$ -	\$ 2,273,951.79	\$ 2,358,453.00	\$ -	\$ 2,358,453.00	\$ 2,358,453.00	\$ -	\$ 2,358,453.00	\$ 6,990,857.79	\$ -	\$ 6,990,857.79		
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																	
42							\$ -			\$ -			\$ -	\$ -	\$ -	\$ -		
46							\$ -			\$ -			\$ -	\$ -	\$ -	\$ -		
47	Total Other Revenues				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
48																		
49	Total HSH + Other Revenues				\$ 2,273,951.79	\$ -	\$ 2,273,951.79	\$ 2,358,453.00	\$ -	\$ 2,358,453.00	\$ 2,358,453.00	\$ -	\$ 2,358,453.00	\$ 6,990,857.79	\$ -	\$ 6,990,857.79		
50	Rev-Exp (Budget Match Check)				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -		
52																		
53	Prepared by	Gabriel L. Canale																
54	Phone	628.652.7765																
55	Email	gabriel.canale@sfgov.org																

	A	B	C	D	E	F	G	H	I	J	K	L	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	SALARY & BENEFIT DETAIL												
3	Document Date		10/15/2021										
4	Provider Name		Dolores Street Community Services										
5	Program		Emergency Shelter										
6	F\$P Contract ID#		1000022325										
7	Budget Name		Emergency Shelter										
8			Year 1							Yea			
9	POSITION TITLE		Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program	
10									New		New		
11			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by	Adjusted Budgeted	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary	Position FTE	% FTE funded by	Adjusted Budgeted
12	Associate Director of Programs		\$ 72,000	0.83	14%	0.12	\$ 8,400	\$ -	\$ 8,400	\$ 72,000	1.00	14%	0.14
13	Case Managers		\$ 49,920	0.17	100%	0.17	\$ 8,320	\$ -	\$ 8,320	\$ 49,920	0.20	100%	0.20
14	Cook		\$ 39,000	3.33	26%	0.86	\$ 33,540	\$ -	\$ 33,540	\$ 39,000	4.00	26%	1.03
15	Director of Programs		\$ 85,000	0.83	14%	0.12	\$ 9,917	\$ -	\$ 9,917	\$ 85,000	1.00	14%	0.14
16	Facility Supervisor		\$ 54,080	0.83	16%	0.13	\$ 7,211	\$ -	\$ 7,211	\$ 54,080	1.00	16%	0.16
17	Janitor		\$ 41,600	5.82	16%	0.96	\$ 39,877	\$ -	\$ 39,877	\$ 41,600	6.98	16%	1.15
18	Lead Shelter Monitor		\$ 47,840	1.83	100%	1.83	\$ 87,707	\$ -	\$ 87,707	\$ 39,520	2.20	100%	2.20
19	Maintenance Technician		\$ 41,600	3.33	16%	0.53	\$ 22,187	\$ -	\$ 22,187	\$ 41,600	4.00	16%	0.64
20	Manager Cook		\$ 48,750	0.83	23%	0.19	\$ 9,344	\$ -	\$ 9,344	\$ 48,750	1.00	23%	0.23
21	Monitor		\$ 45,760	14.00	100%	14.00	\$ 640,640	\$ -	\$ 640,640	\$ 37,440	16.80	100%	16.80
22	Operations Assistant		\$ 55,000	0.83	13%	0.11	\$ 5,958	\$ -	\$ 5,958	\$ 55,000	1.00	13%	0.13
23	Operations Manager		\$ 61,200	0.83	16%	0.13	\$ 8,160	\$ -	\$ 8,160	\$ 61,200	1.00	16%	0.16
24	Program Assistant		\$ 41,600	0.83	100%	0.83	\$ 34,667	\$ -	\$ 34,667	\$ 41,600		100%	
25	Program Director		\$ 71,500	0.42	100%	0.42	\$ 29,792	\$ -	\$ 29,792	\$ 71,500	1.00	100%	1.00
26	Site Coordinator		\$ 61,200	0.42	100%	0.42	\$ 25,500	\$ -	\$ 25,500	\$ 61,200	1.00	100%	1.00
55			TOTAL SALARIES				\$ 971,218	\$ -	\$ 971,218	TOTAL SALARIES			
56			TOTAL FTE			20.82				TOTAL FTE			24.98
57			FRINGE BENEFIT RATE				31.00%		31.00%	FRINGE BENEFIT RATE			
58			EMPLOYEE FRINGE BENEFITS				\$ 301,078	\$ -	\$ 301,078	EMPLOYEE FRINGE BENEFITS			
59			TOTAL SALARIES & BENEFITS				\$ 1,272,296	\$ -	\$ 1,272,296	TOTAL SALARIES & BENEFITS			
60													
61													
62													

	A	B	C	D	E	T	U	V	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	SALARY & BENEFIT DETAIL											
3	Document Date		10/15/2021									
4	Provider Name		Dolores Street Community Services									
5	Program		Emergency Shelter									
6	F\$P Contract ID#		1000022325									
7	Budget Name		Emergency Shelter									
8			Year 1 - 3					All Years				
9	POSITION TITLE		Agency Totals		For HSH Funded Program		7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024
New								New	New	Modification	New	
10			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by	Adjusted Budgeted	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
11												
12	Associate Director of Programs		\$ 72,000	0.83	14%	0.12	\$ 10,080	\$ -	\$ 10,080	\$ 28,560	\$ -	\$ 28,560
13	Case Managers		\$ 49,920	0.17	100%	0.17	\$ 9,984	\$ -	\$ 9,984	\$ 28,288	\$ -	\$ 28,288
14	Cook		\$ 39,000	3.33	26%	0.86	\$ 40,248	\$ -	\$ 40,248	\$ 114,036	\$ -	\$ 114,036
15	Director of Programs		\$ 85,000	0.83	14%	0.12	\$ 11,900	\$ -	\$ 11,900	\$ 33,717	\$ -	\$ 33,717
16	Facility Supervisor		\$ 54,080	0.83	16%	0.13	\$ 8,653	\$ -	\$ 8,653	\$ 24,516	\$ -	\$ 24,516
17	Janitor		\$ 41,600	5.82	16%	0.96	\$ 47,853	\$ -	\$ 47,853	\$ 135,582	\$ -	\$ 135,582
18	Lead Shelter Monitor		\$ 47,840	1.83	100%	1.83	\$ 86,944	\$ -	\$ 86,944	\$ 261,595	\$ -	\$ 261,595
19	Maintenance Technician		\$ 41,600	3.33	16%	0.53	\$ 26,624	\$ -	\$ 26,624	\$ 75,435	\$ -	\$ 75,435
20	Manager Cook		\$ 48,750	0.83	23%	0.19	\$ 11,213	\$ -	\$ 11,213	\$ 31,769	\$ -	\$ 31,769
21	Monitor		\$ 45,760	14.00	100%	14.00	\$ 628,992	\$ -	\$ 628,992	\$ 1,898,624	\$ -	\$ 1,898,624
22	Operations Assistant		\$ 55,000	0.83	13%	0.11	\$ 7,150	\$ -	\$ 7,150	\$ 20,258	\$ -	\$ 20,258
23	Operations Manager		\$ 61,200	0.83	16%	0.13	\$ 9,792	\$ -	\$ 9,792	\$ 27,744	\$ -	\$ 27,744
24	Program Assistant		\$ 41,600	0.83	100%	0.83	\$ -	\$ -	\$ -	\$ 34,667	\$ -	\$ 34,667
25	Program Director		\$ 71,500	0.42	100%	0.42	\$ 71,500	\$ -	\$ 71,500	\$ 172,792	\$ -	\$ 172,792
26	Site Coordinator		\$ 61,200	0.42	100%	0.42	\$ 61,200	\$ -	\$ 61,200	\$ 147,900	\$ -	\$ 147,900
55			TOTAL SALARIES				\$ 1,032,132	\$ -	\$ 1,032,132	\$ 3,035,482	\$ -	\$ 3,035,482
56			TOTAL FTE		20.82							
FRINGE BENEFIT RATE			31.00%		31.00%							
57												
58					EMPLOYEE FRINGE BENEFITS				\$ 319,961	\$ -	\$ 319,961	\$ 940,999
59			TOTAL SALARIES & BENEFITS				\$ 1,352,093	\$ -	\$ 1,352,093	\$ 3,976,482	\$ -	\$ 3,976,482
60												
61												
62												

	A	B	C	D	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	OPERATING DETAIL												
3	Document Date	10/15/2021											
4	Provider Name	Dolores Street Community Service Center											
5	Program	Emergency Shelter											
6	FSP Contract ID#	1000022325											
7	Budget Name	Emergency Shelter											
8													
9		Year 1			Year 2			Year 3			All Years		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024
11		New		New	New		New	New		New	New	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 185,011	\$ -	\$ 185,011	\$ 165,937	\$ -	\$ 165,937	\$ 165,937	\$ -	\$ 165,937	\$ 516,885	\$ -	\$ 516,885
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 7,695	\$ -	\$ 7,695	\$ 5,200	\$ -	\$ 5,200	\$ 5,200	\$ -	\$ 5,200	\$ 18,095	\$ -	\$ 18,095
15	Office Supplies, Postage	\$ 12,400	\$ -	\$ 12,400	\$ 12,400	\$ -	\$ 12,400	\$ 12,400	\$ -	\$ 12,400	\$ 37,200	\$ -	\$ 37,200
16	Building Maintenance Supplies and Repair	\$ 13,967	\$ -	\$ 13,967	\$ 12,300	\$ -	\$ 12,300	\$ 12,300	\$ -	\$ 12,300	\$ 38,567	\$ -	\$ 38,567
17	Printing and Reproduction	\$ 21,000	\$ -	\$ 21,000	\$ 21,000	\$ -	\$ 21,000	\$ 21,000	\$ -	\$ 21,000	\$ 63,000	\$ -	\$ 63,000
18	Insurance	\$ 36,915	\$ -	\$ 36,915	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ 35,000	\$ 106,915	\$ -	\$ 106,915
19	Staff Training	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 36,000	\$ -	\$ 36,000
20	Staff Travel-(Local & Out of Town)	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 4,500	\$ -	\$ 4,500
22	Household and facility supplies	\$ 51,000	\$ -	\$ 51,000	\$ 51,000	\$ -	\$ 51,000	\$ 51,000	\$ -	\$ 51,000	\$ 153,000	\$ -	\$ 153,000
23	Food	\$ 56,215	\$ -	\$ 56,215	\$ 163,021	\$ -	\$ 163,021	\$ 163,021	\$ -	\$ 163,021	\$ 382,258	\$ -	\$ 382,258
24	Kitchen Supplies	\$ 8,179	\$ -	\$ 8,179	\$ 12,222	\$ -	\$ 12,222	\$ 12,222	\$ -	\$ 12,222	\$ 32,623	\$ -	\$ 32,623
25	Participant Activities	\$ 8,179	\$ -	\$ 8,179	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 48,179	\$ -	\$ 48,179
26	Laundry	\$ 36,806	\$ -	\$ 36,806	\$ 110,000	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 110,000	\$ 256,806	\$ -	\$ 256,806
27	Equipment	\$ 4,051	\$ -	\$ 4,051	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ 10,051	\$ -	\$ 10,051
28	Telecommunications (Direct and Shared)	\$ 1,656	\$ -	\$ 1,656		\$ -			\$ -		\$ 1,656	\$ -	\$ 1,656
29	Vehicle Repair and Maintenance	\$ 84	\$ -	\$ 84		\$ -			\$ -		\$ 84	\$ -	\$ 84
30	Tax, Licenses, and Fees	\$ 84	\$ -	\$ 84		\$ -			\$ -		\$ 84	\$ -	\$ 84
31			\$ -			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
42	Consultants		\$ -			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
43	IT Consulting	\$ 1,544	\$ -	\$ 1,544	\$ 1,300	\$ -	\$ 1,300	\$ 1,300	\$ -	\$ 1,300	\$ 4,144	\$ -	\$ 4,144
44			\$ -			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
54	Subcontractors		\$ -			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
55			\$ -			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 458,286	\$ -	\$ 458,286	\$ 625,880	\$ -	\$ 625,880	\$ 625,880	\$ -	\$ 625,880	\$ 1,710,046	\$ -	\$ 1,710,046
69													
70	Other Expenses (not subject to indirect cost %)												
71	Ongoing MCO to be allocated - DO NOT INVOICE	\$ 23,207	\$ -	\$ 23,207	\$ 23,207	\$ -	\$ 23,207	\$ 23,207	\$ -	\$ 23,207	\$ 69,621	\$ -	\$ 69,621
72	Ongoing CODB to be allocated - DO NOT INVOICE	\$ 60,577	\$ -	\$ 60,577	\$ 60,577	\$ -	\$ 60,577	\$ 60,577	\$ -	\$ 60,577	\$ 181,731	\$ -	\$ 181,731
73			\$ -			\$ -			\$ -		\$ -	\$ -	\$ -
83													
84	TOTAL OTHER EXPENSES	\$ 83,784	\$ -	\$ 83,784	\$ 83,784	\$ -	\$ 83,784	\$ 83,784	\$ -	\$ 83,784	\$ 251,352	\$ -	\$ 251,352
85													
86	Capital Expenses												
87	Renovation and Buildout of Shelter Site	\$ 200,000	\$ -	\$ 200,000		\$ -			\$ -		\$ 200,000	\$ -	\$ 200,000
88			\$ -			\$ -			\$ -		\$ -	\$ -	\$ -
94													
95	TOTAL CAPITAL EXPENSES	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
96													
97	HSH #3										Template last modified 1/22/2020		

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	10/15/2021
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Dolores Street Community Services - Emergency Shelter

Services Provided	Number of Guests Served Nightly
Emergency Shelter - COVID-19 Capacity	53

Appendix C, Method of Payment

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

II. General Instructions for Invoice Submittal: Grantee invoices shall include actual expenditures for eligible activities incurred during the month.

A. Timelines: Grantee shall submit all invoices and any related required documentation in the format specified in below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of end of the fiscal year or project period.

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

B. Invoicing System:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
 3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.

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

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

Appendix D - Interests in Other City Grants

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

City Department or Commission	Term of Contract (00/00/0000 – 00/00/0000)	Amount of Contract to Date (This is the Not-To-Exceed Amount)
Department of Homelessness and Supportive Housing (Stay Over Program)	7/1/21-6/30/25	\$3,981,001.00
Department of Homelessness and Supportive Housing (Dolores Shelter Program – Operations Contract)	7/1/21-6/30/23	\$4,149,338.00
Department of Homelessness and Supportive Housing (Dolores Shelter Program – Support Services Contract)	7/1/21-6/30/22	\$55,000.00
Department of Homelessness and Supportive Housing (Safe Sleep Village Contract)	7/1/21-6/30/22	\$2,484,341.00
Department of Homelessness and Supportive Housing (Access Point Contract)	7/1/21-6/30/22	\$906,251.94
Mayor's Office of Housing & Community Development – HOPWA (Richard M. Cohen Residence)	7/1/21-6/30/22	\$399,481.00
Department of Public Health – Ryan White (Richard M. Cohen Residence)	3/1/20-3/31/25	\$1,228,821.00
Department of Building Inspections (Mission SRO Collaborative)	7/1/21-6/30/26	\$5,000,000.00
Chinatown Community Development Center – SROFU (Mission SRO Collaborative)	7/1/21-6/30/22	\$95,000.00
Mayor's Office of Housing & Community Development (San Francisco Immigrant Legal & Education Network)	7/1/21-6/30/22	\$1,772,709.00
Mayor's Office of Housing & Community Development (San Francisco Immigrant Legal & Education Network - Hotline)	7/1/21-6/30/22	\$1,385,644.00
Mayor's Office of Housing & Community Development (Deportation Defense – RRN/LSP)	7/1/21-6/30/22	\$248,075.00
Mayor's Office of Housing & Community Development (Deportation Defense - UAC (SFILDC/CARACEN))	7/1/21-6/30/22	\$298,790.00
Mayor's Office of Housing & Community Development (Deportation Defense - AAJ/ALC – MAM)	7/1/21-6/30/22	\$64,599.00
Office of Civic Engagement & Immigrant Affairs (Deportation Defense – DAPA)	7/1/20-6/30/22	\$120,000.00

Department of Homelessness and Supportive Housing (Casa Quezada - Support Services)	7/1/21-6/30/25	\$2,075,665.00
Mayor's Office of Housing & Community Development (Casa Quezada – LOSP)	7/1/20-6/30/35	\$14,000,884.00
Office of Civic Engagement & Immigrant Affairs (Day Labor Program/Women's Collective)	7/1/20-6/30/22	\$760,000.00
Office of Labor Standards Enforcement (Day Labor Program/Women's Collective – CPA)	7/1/21-6/30/22	\$50,388.68
Mayor's Office of Housing & Community Development (Day Labor Program/Women's Collective – MUA)	7/1/21-6/30/22	\$36,000.00
Office of Economic & Workforce Development (Worker-Owned Co-Op)	7/1/21-6/30/22	\$250,000.00
Department of Public Health (Health Promoter Program)	7/1/21-6/30/22	Currently in negotiations with DPH for contract amount
Mayor's Office of Housing & Community Development (Tenant Rights Counseling)	5/1/21-6/30/22	\$150,000.00

Appendix E – Permitted Subgrantees

1. None

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

**FIRST AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
MISSION ACTION, INC.**

THIS AMENDMENT of the **October 15, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **MISSION ACTION, INC.** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

WHEREAS, the parties desire to amend the Agreement to change the Grantee's name from Dolores Street Community Services to Mission Action, Inc.; and

WHEREAS, despite this change of name, Mission Action, Inc. retains the same Federal Employer Identification Number 942919302 and the same City Supplier ID Number 000021257; and

WHEREAS, the parties to this Agreement wish to acknowledge and reflect this change of name in all relevant contractual documents and agreements between them; and

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

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. 24-059 on June 6, 2024; and

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

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

- (a) "Agreement" shall mean the Agreement dated **October 15, 2021** between Grantee and City.

- (b) “San Francisco Labor and Employment Code”: As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.
- (c) Grantee Name Change. As of July 15, 2024, Grantee changed its name from Dolores Street Community Services to Mission Action, Inc. This name change has no effect on Grantee’s obligations under the Agreement, which remain in full force and effect. All references in the Agreement to Dolores Street Community Services shall be changed to Mission Action, Inc

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

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **July 1, 2021** 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.

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

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

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

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

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million Seven Hundred Thirty Eight Thousand Five Hundred Seventy Two Dollars (\$8,738,572).**

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Seven Hundred Forty Seven Thousand Seven Hundred Fourteen Dollars (\$1,747,714)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Ninety Nine Thousand Five Hundred Ninety Three Dollars (\$9,999,593).**

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Two Hundred Twenty Five Thousand Three Hundred Seventy Three Dollars (\$1,225,373)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

5.4 State or Federal Funds.

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

- 2.6 Section 5.5 Prevailing Wage and Working Conditions** is hereby added to the Agreement to read as follows:

Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Grantee will require its Contractors and Subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "Prevailing Wage Requirements"). Grantee will cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

Grantee will include, and will require Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Grantee's failure to comply with its obligations under this Section will constitute a material breach of this Agreement. A Contractor's or Subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, contact the City's Office of Labor Standards Enforcement

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

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

2.8 Section 10.1 Types and Amounts of Coverage of the Agreement is hereby replaced in its entirety to read as follows:

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$3,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Performance Bond. Grantee to require that the construction contractor furnish a 100% Payment and Performance Bond, naming the City as Obligatee.
- (e) Fidelity Bond. Grantee shall maintain throughout the term of this Agreement, at no expense to City, a blanket fidelity bond or a blanket crime policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$500,000 with any deductible not to exceed \$2,500 and including City as additional obligee or loss payee as its interest may appear.
- (f) Pollution Liability Insurance applicable to Grantee's activities and responsibilities under this Agreement with limits not less than \$2,000,000 each occurrence combined single limit, including coverage for on-site third-party claims for bodily injury and property damage.

2.9 Section 10.2 Additional Requirements for General and Automobile Coverage of the Agreement is hereby replaced in its entirety to read as follows:

10.2 Additional Insurance Requirements

- (a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

- (c) The Commercial Automobile Liability Insurance policy include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.
- (d) 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

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

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

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

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

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

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

If to Grantee: Mission Action, Inc.
938 Valencia Street
San Francisco, CA 94110
Attn: Laura Valdez
Laura@dscs.org

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

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

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

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

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

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

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

2.14 Section 16.22 Additional Provisions for Shelter and Resource Center Grants – Standard of Care of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.22. Additional Provisions for Shelter and Resource Center Grants – Standard of Care. Grantee must comply with all the provisions of Administrative Code Sec. 20.404.

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

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

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

(2) Procures a commercial sex act during the period of time that the award is in effect; or

(3) Uses forced labor in the performance of the award or sub-awards under the award.

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

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

Appendix A, Services to be Provided (dated July 1, 2024)

Appendix B, Budget (dated July 1, 2024)

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

Appendix D, Interests in Other City Grants (dated July 1, 2024)

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

17.12 Reserved.

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

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

2.19 Appendix A, Services to be Provided, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2024), for the period of July 1, 2021 to June 30, 2025.

2.20 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2024), for the period of July 1, 2021 to June 30, 2025.

2.21 Appendix C, Method of Payment, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2024).

- 2.22 Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2024).
- 2.23 Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.

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

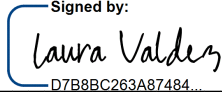
CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

MISSION ACTION, INC.

By: 
Shireen McSpadden
Executive Director

By: 
Laura Valdez
Executive Director
City Supplier Number: 21257

Approved as to Form:
David Chiu
City Attorney

By: 
Adam Radtke
Deputy City Attorney

Appendix A, Services to be Provided

by

Mission Action

Emergency Shelter

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and utilize any referral system required by the City. Until advised differently by HSH, access to general shelter beds will be available to incoming shelter clients through self-referral. Access to the Jazzies LGBTQ beds will come through an established list of approved referral partners.

IV. Description of Services

Grantee shall serve individuals in the number of units as outlined in the Appendix B, Budget ("Number Served" tab). Grantee shall provide the following services at Dolores Shelter Program, including, but not limited to:

- A. Reservations: Grantee shall accept and facilitate reservations, in accordance with City-approved policies and procedures, within the program hours of operation.
- B. Guest Support: Grantee shall provide guest support, including, but not limited to:
 - 1. Guest intake, including completion of forms and acknowledgement of the Guest Agreement/Site Rules, Release of Information (ROI) forms, bed assignment, and orientation to the site;
 - 2. Operations, such as entry and exits, mail, and phone;
 - 3. Grantee shall perform routine wellness checks of each client during shelter operations, including connection to care for anyone demonstrating symptoms of physical or behavioral health needs in accordance with HSH policy;
 - 4. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records. Grantee will update client records within 24 hours.
 - 5. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 - 6. Creating guest profiles in the ONE System;
 - 7. Referrals and Coordination of Services: Grantee shall maintain a 1:25 Case Manager to Guest staffing ratio. Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWORKs, CalFresh, Social Security Income (SSI),

- Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
- b. Mental health, behavioral health and treatment services;
- c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);
- d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services); and
- e. Referrals and linkages to Access Points, and the elimination of barriers to connect guests to Access Points for a Coordinated Entry assessment;
- 8. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged;
- 9. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Grantee has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite;
- 10. Building Maintenance and distribution of guest supplies;
- 11. Reasonable accommodations, transfers, and other supports in accordance with HSH policy; and
- 12. Exit Planning, including, but not limited to communication and coordination with outside service providers to support a guest's transition to a more permanent setting.

V. Location and Time of Services

Grantee shall provide services at 1050 South Van Ness Avenue, San Francisco, CA 94110. Grantee shall provide staffing coverage 6:00 pm to 8:00 am, seven days per week, unless other hours are established between City and Grantee.

VI. Service Requirements

A. Shelter Expansion:

- 1. Dolores Shelter Program (DSP) Shelter Expansion Project: Grantee shall manage and timely deliver a shelter expansion project at DSP no later than May 1, 2025 including working with and submitting materials (for approvals and close outs) to the appropriate City agencies, and participation in any required public hearings. The shelter expansion will include the renovation and buildout of the existing 24-bed Santa Ana dormitory on the first floor and a new 48-bed dormitory on the second floor. Grantee shall deliver the following;
 - a. Project Management: Grantee to hire a Project Manager to supervise the architect's and general construction contractor's performance to ensure timely completion of the project, develop project scope and timelines, subcontractor

bidding of construction documents, negotiation of construction contracts and during construction, track progress, resolve any issues that arise during final inspections, and liaise with contractors, consultants, and various City departments to execute the project. Grantee shall also manage such contracts including contract compliance and invoicing, including withholding of retention and the release of retention at the end of this project. Grantee shall ensure the General Construction Contractor has met all requirements for retention release prior to releasing final payment and retention.

- b. Cost Estimate/Procurement: Grantee to establish a total project cost estimate through a professional cost estimator or procurement of preconstruction services from a general contractor or construction manager. To effectively perform this project, Grantee shall subcontract work to subject matter experts and experienced licensed contractors for the duration of this project. Grantee is to obtain at least three bids (unless waived in writing by HSH after a showing of due diligence and good faith effort) and obtain preapproval by HSH prior to entering into any necessary professional services contracts, such as architect, engineer, general construction contractor, project manager, and related services. Such procurement and administration shall comply with all applicable laws.
- c. Architectural & Permit Package: Grantee to work with architectural firm to submit permit package to DBI and refine project design elements based on city department comments to ensure that all required permits are in place prior to starting construction.
- d. Permit Expediting: Grantee to work with permit specialist to expedite the process of approving permits to ensure timely project completion.
- e. Construction: Grantee to retain a General Contractor to develop Design Build scope of work for construction including electrical, plumbing, HVAC, fire, and sprinkler systems. General Contractor to also provide construction-specific permits. Grantee is responsible for managing the General Construction Contractor's schedule and holding them accountable to meet their schedule milestones and substantial completion date, as delineated in General construction contractor's contract with Grantee.
- f. Grantee to secure necessary furniture, fixtures, and equipment for renovated space.
- g. Budget: Grantee to secure a total project cost estimate. HSH will provide final review and approval of the project cost before establishing the final project budget. Once the budget is approved, Grantee shall manage and adhere to the approved budget and make commercially reasonable efforts to promote cost savings and efficiencies. All contingency may only be utilized at HSH's sole discretion and with prior written approval. Any unspent development funds are to be returned to HSH upon final payment to Grantee. Where applicable, Grantee shall coordinate and assist in funding applications to state and federal funding sources and/or assist with any reporting and compliance obligations related to applicable local, city, state or federal funding related to the project.
- h. Accounts and Records: Grantee shall keep such books of account and other records in connection with the design and construction, which may include but

is not limited to vouchers, statements, receipted bills and invoices and all other records, covering all collections, if any, disbursements, correspondence, and other data in connection with design and construction of this project prior to final completion of this project. All project documents are to be saved in the designated Box folder and made available to HSH at HSH's request and in the format requested.

- i. Emergency Response Shelter Expansion: to respond to weather or other emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice, although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.
- j. Progress Reports: Grantee shall ensure that the General Construction Contractor is providing monthly schedule updates, review these updates for accuracy and variance, and review and approve any schedule changes as a result of change orders. Grantee shall submit monthly reports to HSH on project timeline and any schedule variances or risks to the scheduled substantial completion date. Grantee shall also attend regular meetings with HSH to review progress on project.

B. Staffing and Volunteers:

1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
3. Grantee shall provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print.
4. Grantee shall communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations.
5. Grantee shall provide at least one front line staff at each site for each shift that is bilingual in English and Spanish.

C. Facilities:

1. Grantee, in partnership with HSH Facilities, shall maintain site and facilities in full compliance with requirements of the law and local standards¹. Grantee shall

¹ Including, but not limited to Shelter Standards of Care, as applicable:
https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200

ensure that the site is well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Grantee shall ensure that janitorial services shall occur regularly, per shift.

- a. Grantee shall respond to all site-related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
- b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
- c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

D. Safety and De-Escalation: Grantee shall ensure the safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:

1. Greeting the served population, staff, and visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
3. Regular patrol of the site and surrounding program area, including street frontage South Van Ness, to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
5. Assistance with conflict de-escalation and crisis management.

E. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the

HSH Providers Connect website:

<https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

F. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

1. Grantee shall provide breakfast and dinner to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project.
2. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established menu pattern, portion sizes and vegetarian and religious/diet accommodations;
3. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
4. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
5. Offer guests meals and track usage by guest, as well as overall meal distribution;
6. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
7. Ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

G. Record Keeping and Files:

1. Grantee shall maintain all eligibility and inspection documentation in the Online Navigation and Entry (ONE) System² and maintain hard copy files with eligibility, including homelessness verification documents
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress notes.
3. Grantee shall maintain confidential files for active and previously active guests, and document support service usage.
4. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
5. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

² HSH will provide annual Housing Quality Standards (HQS) inspections, tenant eligibility determinations, and rent calculations as outlined herein and further governed by the CoC Interim Rule (24 CFR Part 578) and subsequent guidance from HUD

- H. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including but not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- I. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- J. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, low-barrier access to housing and services.
- K. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- L. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.
- M. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- N. Feedback, Complaint and Follow-up Policies
 Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:
 - 1. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Grantee should set up the means to provide feedback at future community meetings or by other means.
 - 2. Complaint Process: Grantee shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
 - 3. Grantee shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, gauge satisfaction and assess the effectiveness of services and systems within the program. Grantee

shall offer assistance to the served population regarding completion of the survey in a confidential way if the written format presents any problem.

4. Grantee shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

O. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;
6. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service³ unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the HSH Cold/Wet Weather Policy;
8. Adherence to the City service/companion/support animal policy; and
9. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).

- P. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website..

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

³ HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

- R. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), Department of Public Works (DPW), Department of Public Health (DPH), DEM/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
 2. Grantee shall work with neighbors, HSH, SFPD, DPW, DPH, and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
 3. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
 4. Grantee shall provide a phone number to all interested neighbors that will be answered 24 hours a day by a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
 5. Grantee shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Grantee will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests.
 6. Grantee shall actively discourage and address excessive noise from program participants. Grantee will coordinate with other service providers and City agencies, as necessary to address this issue if just outside the program site.
 7. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.
 8. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
 9. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
 10. Grantee will conduct at minimum 3 daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
 11. Grantee shall immediately report to SFHOT or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
 12. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
 13. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
 14. Grantee will report graffiti in the immediate area to 311.
- S. Data Standards:
1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process⁴, including but not limited to:

⁴ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

- a. Entering all client data within three working days (unless specifically requested to do so sooner);
- b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
- c. Running monthly data quality reports and correcting errors.
2. When applicable, records entered into the ONE System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards¹.
3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
4. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
6. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

VII. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all new guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Grantee shall achieve an average daily bed occupancy rate of 95 percent.
- C. Grantee shall conduct daily guest count and wellness checks for 100 percent of guests.
- D. Grantee shall create a service plan for 95 percent of participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- E. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved by HSH.

- F. 60 percent of guests shall attend monthly in-house Community Meetings (unless excused for work, school or medical appointments)
- G. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- H. 90 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.
- B. 80 percent of Housing Referral Status guests will receive support gathering and uploading of vital documents into the ONE system and meet document readiness standards within six months of initial intake.
- C. Grantee shall ensure 100 percent of all shelter staff complete required annual trainings outlined by HSH.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH such as the ONE system.
- B. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's

services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.

- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- G. Grantee shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by the U.S. Department of Housing and Urban Development and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: guest files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

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

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

Program Budget History

Date of Budget Change	Change Type	Ongoing / One-Time	Change Amount	Asana Approval Link	Change Description
11/1/2023	Modification	Ongoing	\$ 115,967.00	N/A	FY23-24 CODB
11/1/2023	Modification	Ongoing	\$ 436,128.00	https://app.asana.com	Shelter Reinflation: prorated to start 11/1/2023 at \$436,128 for FY23-24, \$654,192 annualized
11/1/2023	Modification	One-Time	\$ 330,004.00	https://app.asana.com	Shelter Reinflation: One-Time Costs
11/1/2023	Adjustment to Actuals	One-Time	\$ (2,391,865.00)	N/A	Adjustment to Actuals
7/1/2024	Modification	Ongoing	\$ 218,064.00	https://app.asana.com	Shelter Reinflation: prorated to start 11/1/2023 at \$436,128 for FY23-24 +\$218,064 for full FY24-25 for a total of \$654,192 annualized
7/1/2024	Amendment	Ongoing	\$ 3,133,947.00	https://app.asana.com	Amendment to extend term one additional year through 6/30/2025 at the current annual funding rate of \$3,133,947

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2024
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Dolores Street Community Services - Emergency Shelter

Shelter	Number of Guests Served Nightly - Reinflation Capacity	Number of Guests Served Nightly - Santa Ana Construction (Phase I)	Number of Guests Served Nightly - Jazzie's Place II Construction (Phase II)	Number of Guests Served Nightly - Post-Construction
Jazzie's Place	24	24	24	24
Santa Ana	11	-	24	24
Santa Maria	28	28	28	28
Santa Martha	28	28	28	28
Sanctuary	-	24	-	-
Jazzie's Place II	-	-	-	48
Total	91	104	104	152

	A	B	C	D	E	H	K	N	O	P	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
2	APPENDIX B, BUDGET													
3	Document Date	7/1/2024												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	7/1/2021	6/30/2024	3										
6	Amended Term	7/1/2021	6/30/2025	4										
7	Provider Name	Mission Action Inc.												
8	Program	Emergency Shelter												
9	FSP Contract ID#	1000022325												
10	Action (select)	Amendment												
11	Effective Date	7/1/2024												
	Budget Names	General Fund - Emergency Shelter												
12														
13														
14	Term Budget	\$ 5,640,272	\$ 8,774,219	14%	EXTENSION YEAR									
15	Contingency	\$ 3,098,300	\$ 1,225,373											
16	Not-To-Exceed	\$ 8,738,572	\$ 9,999,593											
17					Year 1	Year 2	Year 3	Year 4			All Years			
					7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2025	7/1/2021 - 6/30/2025	
18					Actuals	Actuals	Current	Current	Amendment	New	Current/Actuals	Amendment	New	
19	Expenditures													
20	Salaries & Benefits				\$ 1,272,296	\$ 1,598,571	\$ 1,815,789	\$ -	\$ 1,946,716	\$ 1,946,716	\$ 4,686,655	\$ 1,946,716	\$ 6,633,371	
21	Operating Expense				\$ 458,286	\$ 586,037	\$ 719,761	\$ -	\$ 778,456	\$ 778,456	\$ 1,764,084	\$ 778,456	\$ 2,542,540	
22	Subtotal				\$ 1,730,582	\$ 2,184,608	\$ 2,535,550	\$ -	\$ 2,725,171	\$ 2,725,171	\$ 6,450,740	\$ 2,725,171	\$ 9,175,911	
23	Indirect Percentage													
24	Indirect Cost (Line 21 X Line 22)				\$ 259,587	\$ 327,691	\$ 380,333	\$ -	\$ 408,776	\$ 408,776	\$ 967,611	\$ 408,776	\$ 1,376,387	
25	Other Expenses (Not subject to indirect %)				\$ (1,676,803)	\$ (998,510)	\$ 88,876	\$ -	\$ -	\$ -	\$ (2,586,437)	\$ -	\$ (2,586,437)	
26	Capital Expenditure				\$ 200,000	\$ 367,232	\$ 241,128	\$ -	\$ -	\$ -	\$ 808,360	\$ -	\$ 808,360	
27	Admin Cost (HUD Only)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	Total Expenditures				\$ 513,366.19	\$ 1,881,021.11	\$ 3,245,886.33	\$ -	\$ 3,133,947.21	\$ 3,133,947.21	\$ 5,640,273.63	\$ 3,133,947.21	\$ 8,774,220.84	
29														
30	HSH Revenues (select)													
31	General Fund - Ongoing				\$ 2,073,952	\$ 2,441,411	\$ 2,915,882	\$ -	\$ 3,133,947	\$ 3,133,947	\$ 7,431,245	\$ 3,133,947	\$ 10,565,192	
32	General Fund - CODB				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
34	General Fund - One-Time				\$ 200,000	\$ -	\$ 330,004	\$ -	\$ -	\$ -	\$ 530,004	\$ -	\$ 530,004	
35	General Fund - One-Time Carryforward				\$ (367,232)	\$ 367,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36	General Fund - Ongoing Shelter Enhancement				\$ -	\$ 70,888	\$ -	\$ -	\$ -	\$ -	\$ 70,888	\$ -	\$ 70,888	
37	Adjustment to Actuals				\$ (1,393,355)	\$ (998,510)	\$ -	\$ -	\$ -	\$ -	\$ (2,391,865)	\$ -	\$ (2,391,865)	
38					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
39					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
40	Total HSH Revenues				\$ 513,365.14	\$ 1,881,021.30	\$ 3,245,886.00	\$ -	\$ 3,133,947.00	\$ 3,133,947.00	\$ 5,640,272.44	\$ 3,133,947.00	\$ 8,774,219.44	
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)													
42					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
46					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
47	Total Other Revenues				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
48														
49	Total HSH + Other Revenues				\$ 513,365.14	\$ 1,881,021.30	\$ 3,245,886.00	\$ -	\$ 3,133,947.00	\$ 3,133,947.00	\$ 5,640,272.44	\$ 3,133,947.00	\$ 8,774,219.44	
50	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	
52	Total Adjusted Salary FTE (All Budgets)									29.42				
53														
54	Prepared by	Maribel Gonzalez Ruiz												
55	Phone	650-313-3348												
56	Email	maribel@dscs.org												

	A	B	E	H	K	L	M	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	7/1/2024								
4	Provider Name	Mission Action Inc.								
5	Program	Emergency Shelter								
6	F\$P Contract ID#	1000022325								
7	Budget Name	General Fund - Emergency Shelter								
8		EXTENSION YEAR								
9		Year 1	Year 2	Year 3	Year 4			All Years		
10		7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2025	7/1/2021 - 6/30/2025
11		Actuals	Actuals	Current	Current	Amendment	New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 185,011	\$ 224,429	\$ 258,655		\$ 258,655	\$ 258,655	\$ 668,095	\$ 258,655	\$ 926,750
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 7,695	\$ 14,566	\$ 12,789		\$ 12,789	\$ 12,789	\$ 35,050	\$ 12,789	\$ 47,839
15	Office Supplies, Postage	\$ 12,400	\$ 12,400	\$ 4,272		\$ 4,272	\$ 4,272	\$ 29,072	\$ 4,272	\$ 33,344
16	Building Maintenance Supplies and Repair	\$ 13,967	\$ 12,300	\$ 25,000		\$ 25,000	\$ 25,000	\$ 51,267	\$ 25,000	\$ 76,267
18	Insurance	\$ 36,915	\$ 35,000	\$ 39,220		\$ 39,220	\$ 39,220	\$ 111,135	\$ 39,220	\$ 150,355
19	Staff Training	\$ 12,000	\$ 12,000	\$ 2,500		\$ 2,500	\$ 2,500	\$ 26,500	\$ 2,500	\$ 29,000
20	Staff Travel-(Local & Out of Town)	\$ 1,500	\$ 1,500	\$ 6,401		\$ 6,401	\$ 6,401	\$ 9,401	\$ 6,401	\$ 15,802
22	Household and facility supplies	\$ 51,000	\$ 41,304	\$ 90,488		\$ 100,000	\$ 100,000	\$ 182,792	\$ 100,000	\$ 282,792
23	Food	\$ 56,215	\$ 170,432	\$ 170,636		\$ 219,219	\$ 219,219	\$ 397,284	\$ 219,219	\$ 616,503
24	Kitchen Supplies	\$ 8,179	\$ 12,000	\$ 10,000		\$ 10,000	\$ 10,000	\$ 30,179	\$ 10,000	\$ 40,179
25	Participant Activities	\$ 8,179	\$ 9,000	\$ 1,000		\$ 1,000	\$ 1,000	\$ 18,179	\$ 1,000	\$ 19,179
26	Laundry	\$ 36,806	\$ 36,806	\$ 87,500		\$ 87,500	\$ 87,500	\$ 161,112	\$ 87,500	\$ 248,612
27	Equipment	\$ 4,051	\$ 3,000	\$ 10,000		\$ 10,000	\$ 10,000	\$ 17,051	\$ 10,000	\$ 27,051
28	Telecommunications (Direct and Shared)	\$ 1,656				\$ 600	\$ 600	\$ 1,656	\$ 600	\$ 2,256
31						\$ -		\$ -	\$ -	\$ -
42	Consultants					\$ -		\$ -	\$ -	\$ -
43	IT Consulting	\$ 1,544	\$ 1,300	\$ 1,300		\$ 1,300	\$ 1,300	\$ 4,144	\$ 1,300	\$ 5,444
44						\$ -		\$ -	\$ -	\$ -
54	Subcontractors					\$ -		\$ -	\$ -	\$ -
55						\$ -		\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 458,286	\$ 586,037	\$ 719,761	\$ -	\$ 778,456	\$ 778,456	\$ 1,764,084	\$ 778,456	\$ 2,542,540
69										
70	Other Expenses (not subject to indirect cost %)									
71	MCO pending allocation	\$ 23,207	\$ -	\$ -		\$ -	\$ -	\$ 23,207	\$ -	\$ 23,207
72	CODB pending allocation	\$ 60,577	\$ -	\$ -		\$ -	\$ -	\$ 60,577	\$ -	\$ 60,577
73	FY21-22 to FY22-23 Carryforward	\$ (367,232)				\$ -	\$ -	\$ (367,232)	\$ -	\$ (367,232)
74	Adjustment to Actuals	\$ (1,393,355)	\$ (998,510)			\$ -	\$ -	\$ (2,391,865)	\$ -	\$ (2,391,865)
75	Mattresses (150)			\$ 36,750		\$ -	\$ -	\$ 36,750	\$ -	\$ 36,750
76	Pillows (120)			\$ 3,120			\$ -	\$ 3,120	\$ -	\$ 3,120
77	Blankets (300)			\$ 8,400			\$ -	\$ 8,400	\$ -	\$ 8,400
78	Carts for Mattress Move/Dolly (2)			\$ 700			\$ -	\$ 700	\$ -	\$ 700
79	Stacable Chairs for Dine setting (70)			\$ 1,470			\$ -	\$ 1,470	\$ -	\$ 1,470
80	Towels (200)			\$ 1,663			\$ -	\$ 1,663	\$ -	\$ 1,663
81	Lockers (8)			\$ 776			\$ -	\$ 776	\$ -	\$ 776
82	Office Chairs (2)			\$ 740			\$ -	\$ 740	\$ -	\$ 740
83	8Ft Dinning Table (5)			\$ 975			\$ -	\$ 975	\$ -	\$ 975
84	Electric Food Cambro on Wheels 2 levels			\$ 17,325			\$ -	\$ 17,325	\$ -	\$ 17,325
85	Ubiquity 7 Set Cameras			\$ 8,732			\$ -	\$ 8,732	\$ -	\$ 8,732
86	Mount TV Cart Mobil			\$ 570			\$ -	\$ 570	\$ -	\$ 570
87	55 " TV for Community Activities/Clients Activities			\$ 850			\$ -	\$ 850	\$ -	\$ 850
88	Water Dispenser (one time purchase)			\$ 495			\$ -	\$ 495	\$ -	\$ 495
89	First Aid Cabinet (2)			\$ 500			\$ -	\$ 500	\$ -	\$ 500
90	AED Equipment (One time purchase) x2			\$ 3,900			\$ -	\$ 3,900	\$ -	\$ 3,900
91	Office Cabinet			\$ 450			\$ -	\$ 450	\$ -	\$ 450
92	Speaker W/. Stand			\$ 420			\$ -	\$ 420	\$ -	\$ 420
93	Coffee Maker			\$ 560			\$ -	\$ 560	\$ -	\$ 560
94	Microwave			\$ 480			\$ -	\$ 480	\$ -	\$ 480
95							\$ -	\$ -	\$ -	\$ -
104							\$ -			
105	TOTAL OTHER EXPENSES	\$ (1,676,803)	\$ (998,510)	\$ 88,876	\$ -	\$ -	\$ -	\$ (2,586,437)	\$ -	\$ (2,586,437)
106										
107	Capital Expenses									
108	Renovation and Buildout of Shelter Site	\$ 160,000	\$ 200,000	\$ 214,262		\$ -	\$ -	\$ 574,262	\$ -	\$ 574,262
109	Fire Alarm Install	\$ 40,000	\$ 14,532			\$ -	\$ -	\$ 54,532	\$ -	\$ 54,532
110	Architectural Plans		\$ 65,000	\$ 26,866		\$ -	\$ -	\$ 91,866	\$ -	\$ 91,866
111	Bunk beds		\$ 50,600			\$ -	\$ -	\$ 50,600	\$ -	\$ 50,600
112	Mattresses		\$ 13,100			\$ -	\$ -	\$ 13,100	\$ -	\$ 13,100
113	Lockers		\$ 15,000			\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
114	Delivery Costs		\$ 9,000			\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000
115						be				
116	TOTAL CAPITAL EXPENSES	\$ 200,000	\$ 367,232	\$ 241,128	\$ -	\$ -	\$ -	\$ 808,360	\$ -	\$ 808,360
117										
118	HSH #3							Template last modified	1/22/2020	

BUDGET NARRATIVE

Fiscal Year

Fiscal Term Start Fiscal Term End
7/1/2023 6/30/2024

General Fund - Emergency She

FY23-24

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

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
Associate Director of Programs	0.21	\$ 19,950	The Associate Director of Programs will provide additional administrative and operational oversight for all shelter and housing programs, and support with high level contract monitoring deliverables.	95,000*.21	Simon Rodriguez
Case Managers	2.50	\$ 145,600	The additional Case Manager FTE was added to support the case management needs of our clients, and recognizing that with 91 clients daily, the program needs the additional staff to provide adequate services based on supportive services ratio of 1:25. The 1:25 ratio for this program is met with these CM FTE's in combination with the .6 FTE in the HUD-funded ESG Case Management grant.	58,240*2.5	Yanira Ramirez, Steven Reus, TBD
Cook	1.80	\$ 86,112	Cooking and preparing food for daily Breakfast and Dinner meals.	5 cooks @36%FTE, 47,840*1.8	Various
Director of Programs	0.21	\$ 27,300	This position provides overall program strategy and planning and liaises with the city on contract related matters.	\$130,000*.21	Manny
Facility Supervisor	0.13	\$ -			
Janitor	1.40	\$ 66,976	Janitorial needs for daily cleaning.	\$47,840*1.8	Various
Lead Shelter Monitor	2.10	\$ 109,200	The Lead Shelter Monitor salary was increased to \$25/hour to reflect a living wage and to be aligned and consistent with the wages for the same position at our shelter-in-place sites. Serves as the point person for shelter shifts, assigning tasks to other monitors as necessary.	\$52,000*3.1	Cindy Genoves, Gerardo Verduzco, TBD
Maintenance Technician	1.00	\$ 52,000	Maintenance needs for repairs and other facility-related issues.	3 technicians @ .39%, \$52,000*.39	Various
Manager Cook	0.36	\$ 23,962	The Food Service Manager supervises a team of 5 cooks which prepares daily meals across program sites. Creating menus and maintaining food quality, meal safety and nutritional requirements. Purchasing within budget and vendor relationship maintenance and tracking of food receiving and billing.	\$66,560*.36	TBD
Monitor	13.50	\$ 645,840	The Shelter Monitor salary was increased to \$23/hour to reflect a living wage and to be aligned and consistent with the wages for the same position at our shelter-in-place sites. Provide site operations, maintaining good neighbor policy and upholding contract rules and guidelines.	\$47,840*13.5	Aaron Weller, Cristina Dos Santos, Carissa Hudson, Rene Interiano, Yolanda Ruelas, David Shrader, Rafael Vigil, Josman Lampe, Perry Ojascastro, Gerardo. Verduzco, TBD
Operations Assistant	0.10	\$ -			
Operations Manager	0.13	\$ -			
Program Assistant	0.13	\$ 6,760	The Program Assistant will support the programmatic needs of the site, including meal service, community activities, client flow, data entry, etc.	52000*0.13	Dian Barbosa
Program Director	1.00	\$ -			
Site Coordinator	1.00	\$ 66,560	The Site Coordinator manages onsite operations and provide direct supervision to staff. Coordinator also works 2 shifts as lead monitor.	\$66,560@1FTE	Michael Cabral
Facilities Staff	0.52	\$ 24,877	Responsible for delivering all program supplies, meals and laundry. Does most of the shopping.	2 @ 26FTE. \$47840*.52	Various
Case Manager Supervisor	0.20	\$ 13,312	Supervises case managers and carries a case load of 16 clients.	\$66,560 * .2	TBD
Associate Director of Operations	0.13	\$ 11,050	Supervises the Maintenance team, facilities and kitchen staff's daily operations, including purchasing.	\$85,000*.13	Arturo Arevalos
Director of Operations	0.13	\$ 15,600	Responsible for overseeing all facilities, kitchen and janitorial work.	\$120,000*.13	Yesenia Lacayo
Program Manager	1.00	\$ 71,000	The Program Manager oversees the congregate shelter program and insures staffing, including training.	\$71,000*1FTE	Stephanie Whisenton
		\$ -			
		\$ -			
TOTAL	27.55	\$ 1,386,098			
Employee Fringe Benefits			Includes FICA, SSUI, Workers Compensation and Medical calculated at 34% of total salaries.		
		\$ 429,691			
Salaries & Benefits Total		\$ 1,815,789			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 258,655	Rental payments for shelter site and storage, including two additional rooms added on this year. This includes two additional rooms and use of sanctuary.	actuals + cost of additional space
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 12,789	Utilities, 5k for carry forward to dump/recycle the mattresses and beds	Actuals + additional need
Office Supplies, Postage	\$ 4,272	Office supplies and postage needed for program	
Building Maintenance Supplies and Repair	\$ 25,000	Supplies and repair costs associated with the maintenance of the program site	Actuals + additional need
Printing and Reproduction	\$ -	Printing and reproduction costs	
Insurance	\$ 39,220	Insurance costs	
Staff Training	\$ 2,500	Staff training and development, including First Aid and CPR, LGBTQ allies training, and trauma informed care.	
Staff Travel-(Local & Out of Town)	\$ 6,401	Staff travel	
Rental of Equipment	\$ -		
Household and facility supplies	\$ 90,488	This includes cleaning supplies, facility and plumbing supplies, PPE, air purifiers, and replacement filters. This amount also includes the replacement budget for reinflation of the program (mattresses, blankets, linens)	
Food	\$ 219,219	This amount includes daily breakfast and dinner meals for clients.	\$3.3 per meal*91 participants*2 meals per day * 365 days per year
Kitchen Supplies	\$ 10,000	Supplies needed for cooking, preparing, packaging, and serving all meals.	
Participant Activities	\$ 1,000	Participant activities will include community events and special programming such as community healing sessions, art therapy, etc.	
Laundry	\$ 87,500	Laundry service needed for blankets, towels and all linens for all clients.	
Equipment	\$ 10,000	Will need to add computers, desks and chairs for new staff and dining chairs and tables for dinner service	
Telecommunications (Direct and Shared)	\$ -	Telecommunications cost	
Vehicle Repair and Maintenance	\$ -		
Tax, Licenses, and Fees	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Consultants	\$ -		
IT Consulting	\$ 1,300	Shared IT consultant for all IT needs for program	
Subcontractors	\$ -		
	\$ -		
TOTAL OPERATING EXPENSES	\$ 768,344		
Indirect Cost	15.0%	\$ 380,333	

Capital Expenses	Amount	Justification	Calculation
Renovation and Buildout of Shelter Site	\$ 214,262	Portion of rehab of existing 24-bed Santa Ana dormitory and buildout of new 48-bed expanded Jazzie's Place dormitory (construction includes sleeping areas and bathrooms in each dorm to meet building code and guest population needs. Architectural costs to complete design elements following the pre-planning meeting with DBI (part of existing architect scope of work) Consultant to review the design plan and estimate the total project cost for the buildout Permit specialist expenses to expedite the process of approving all permits that will be submitted for this project Project Manager to ensure timely completion of the project and to liaise with contractors, consultants, and various city departments as we execute the buildout Expenses that arise after the permit package has been submitted to DBI and as comments are received by city departments within and outside of DBI Costs for all permits to begin construction and continue construction (separate from Permit Package) Costs within the contractor scope of work for designing aspects of the buildout including electrical, plumbing, HVAC, fire, and sprinkler systems Costs within the contractor scope of work for construction-specific permits, i.e. scaffolding, safe sidewalk use, etc. Costs within the contractor scope of work for the construction that will take place Contract with consultant to order, receive, and assembly furniture	Project components: <input type="checkbox"/> Permit Package <input type="checkbox"/> Project Cost Estimator <input type="checkbox"/> Permit Expeditor <input type="checkbox"/> Project Manager <input type="checkbox"/> Additional Architectural <input type="checkbox"/> Permit Fees <input type="checkbox"/> General Contractor - Design Build <input type="checkbox"/> General Contractor - Construction Permits <input type="checkbox"/> General Contractor - Construction <input type="checkbox"/> FFE <input type="checkbox"/>
Fire Alarm Install	\$ -		
Architectural Plans	\$ 26,866	Architectural costs for designing the shelter plans	
Bunk beds	\$ -		
Mattresses	\$ -		
Lockers	\$ -		
Delivery Costs	\$ -		
TOTAL CAPITAL EXPENSES	\$ 241,128		

Appendix C, Method of Payment

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

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

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

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

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

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

G. Spend Down:

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

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

H. Documentation and Record Keeping:

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

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

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

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

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

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Mayor's Office of Housing & Community Development	Mixed-Status Families in RAD and HOPE SF Tenant-Based Rental Subsidy	July 1, 2024 – June 30, 2025	\$400,000
Human Services Agency	The Little Market	August 1, 2022 – June 30, 2025	\$6,525,000
Department of Building Inspection	Department of Building Inspection	July 1, 2024 – June 30, 2025	\$987,566
Department of Building Inspection	Chinatown CDC	July 1, 2024 – June 30, 2025	\$47,093
Mayor's Office of Housing & Community Development	Tenant Counseling	July 1, 2024 – June 30, 2025	\$370,000
Mayor's Office of Housing & Community Development	SFILEN	July 1, 2024 – June 30, 2025	\$1,962,012
Mayor's Office of Housing & Community Development	Hotline	July 1, 2024 – June 30, 2025	\$1,491,178
Department of Homelessness and Supportive Housing	Access Point	July 1, 2021 – June 30, 2026	\$4,173,839
Department of Homelessness and Supportive Housing	Buena Vista Horace Mann	October 15, 2018 – June 30, 2025	\$8,496,467
Mayor's Office of Housing & Community Development	Immigrant Legal Services Partnership	July 1, 2024 – June 30, 2025	\$267,672
Office of Civic Engagement & Immigrant Affairs	OCEIA DACA	July 1, 2024 – June 30, 2025	\$70,000
Mayor's Office of Housing & Community Development	MAM	July 1, 2024 – June 30, 2025	\$69,660
Mayor's Office of Housing & Community Development	SFILDC UAC	July 1, 2024 – June 30, 2025	\$325,904
Office of Labor Standard & Enforcement	OLSE	July 1, 2024 – June 30, 2025	\$77,593
Office of Civic Engagement & Immigrant Affairs	OCEIA	July 1, 2024 – June 30, 2025	\$425,000
California Domestic Workers Coalition	DWEOP	July 1, 2024 – June 30, 2025	\$65,000
Mayor's Office of Community Development	Mujeres Unidas y Activas	July 1, 2024 – June 30, 2025	\$38,250
Office of Economic & Workforce Development	Co-Op	July 1, 2024 – June 30, 2025	\$225,000
Department of Homelessness and Supportive Housing	Adult Shelter	July 1, 2021 – June 30, 2025	\$9,999,593
Department of Homelessness and Supportive Housing	ESG Shelter Case Management	July 1, 2020 – June 30, 2025	\$330,000

Department of Homelessness and Supportive Housing	Casa Esperanza	March 1, 2023 - February 29, 2028	\$7,147,000
Department of Homelessness and Supportive Housing	Mission Inn	March 1, 2023 – February 29, 2028	\$10,741,000
Mayor’s Office of Community Development	Cohen HOPWA	July 1, 2024 – June 30, 2025	\$399,481
Department of Public Health	Cohen DPH	April 1, 2024 – March 31, 2025	\$240,656
Department of Homelessness and Supportive Housing	Casa Quesada	July 1, 2019 – June 30, 2026	\$3,785,882
Mayor’s Office of Community Development	Dolores Hotel	July 1, 2020 – June 30, 2035	\$14,000,884



San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 250263

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

5. CONTRACTOR	
NAME OF CONTRACTOR Mission Action, Inc.	TELEPHONE NUMBER 415-282-2826
STREET ADDRESS (including City, State and Zip Code) 938 Valencia Street, San Francisco, CA 94110	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250263
DESCRIPTION OF AMOUNT OF CONTRACT \$18,529,877		
NATURE OF THE CONTRACT (Please describe) The second amendment to the grant agreement between Mission Action and the Department of Homelessness and Supportive Housing, for emergency shelter services, extending the term for 24 months from June 30, 2025, to June 30, 2027; increasing the agreement amount by \$8,530,284 for a new total amount not to exceed \$18,529,877.		

7. COMMENTS

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Cameron	Anjali	Board of Directors
2	Hernandez	Pedro	Board of Directors
3	Chehab	Sam	Board of Directors
4	Lo	Kevin	Board of Directors
5	Mayne	Andrew J	Board of Directors
6	Agarwal	Sushma	Board of Directors
7	Miller	Megan	Board of Directors
8	Tanaka	Chelsey	Board of Directors
9	Valdez	Laura	CEO
10	Gonzalez Ruiz	Maribel	CFO
11	Hidalgo	Saul	COO
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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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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

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

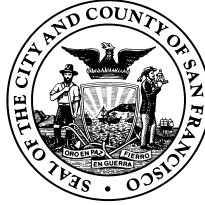
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: [Grant Agreement Amendment - Mission Action, Inc. - Emergency Shelter - Not to Exceed
\$18,529,877]
DATE: March 18, 2025

Resolution approving the second amendment to the grant agreement between Mission Action, Inc. (formerly known as Dolores Street Community Services) and the Department of Homelessness and Supportive Housing ("HSH"), for Emergency Shelter, extending the term for 24 months from June 30, 2025, to June 30, 2027; increasing the agreement amount by \$8,530,284 for a new total amount not to exceed \$18,529,877; and authorizing HSH to enter into any amendments or other modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the agreement.

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