

File No. 220452

Committee Item No. 12

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date May 25, 2022

Board of Supervisors Meeting Date _____

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OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date May 20, 2022

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - TIDES Center - Supportive Housing Property Management Services -
2 Not to Exceed \$53,456,932]

3 **Resolution approving the second amendment to the contract between the TIDES**
4 **Center and the Department of Homelessness and Supportive Housing (HSH) to provide**
5 **supportive housing property management services at six Delivering Innovation in**
6 **Supportive Housing buildings; extending the contract term by two years from June 30,**
7 **2024, for a total term of July 1, 2019, through June 30, 2026; increasing the contract**
8 **amount by \$23,918,575 for a total contract amount not to exceed \$53,456,932; and**
9 **authorizing the Director of HSH to enter into any additions, amendments, or other**
10 **modifications to the contract that do not materially increase the obligations or**
11 **liabilities, or materially decrease the benefits to the City.**

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

17 WHEREAS, Permanent Supportive Housing is the most effective evidence-based
18 solution to chronic homelessness; and

19 WHEREAS, In 2019, HSH issued a Request for Proposals (“RFP #115”) that resulted
20 in the selection of the TIDES Center (“TIDES”) to provide property management services to
21 support 450 units of Permanent Supportive Housing across six properties to help formerly
22 homeless tenants maintain housing and stability; and

23 WHEREAS, The original contract agreement (“Agreement”) for the term July 1, 2019,
24 to June 30, 2020 in an amount not to exceed \$5,807,993 is on file with the Clerk of the Board
25 of Supervisors in File No. 200246; and

1 WHEREAS, The first amendment to the Agreement for the term July 1, 2019, to June
2 30, 2024, in an amount not to exceed \$29,538,357, was approved by the Board of
3 Supervisors in Resolution No. 139-20, a copy of which is on file with the Clerk of the Board of
4 Supervisors in File No. 200246; and

5 WHEREAS, The proposed second amendment (“Amendment”) to the Agreement
6 would extend the Agreement for TIDES to continue to provide these services by twenty-four
7 months to June 30, 2026, and increase the not to exceed amount by \$23,918,575 for a total
8 contract amount not to exceed \$53,456,932; and

9 WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of
10 Supervisors in File No. 220452, substantially in final form, with all material terms and
11 conditions included, and only remains to be executed by the parties upon approval of this
12 Resolution; and

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

15 RESOLVED, That the Board of Supervisors hereby authorizes the Director of HSH and
16 the Director of the Office of Contract Administration/Purchaser, on behalf of the City, to
17 execute an amendment to the contract with TIDES to extend the term from July 1, 2019,
18 through June 30, 2024, to July 1, 2019, through June 30, 2026, and to increase the not to
19 exceed amount by \$23,918,575 from \$29,538,357 to \$53,456,932; and, be it

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

1 FURTHER RESOLVED, That within 30 days of the contract being executed by all
2 parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy
3 for inclusion in File No. 220452; this requirement and obligation resides with HSH, and is for
4 the purposes of having a complete file only, and in no manner affects the validity of the
5 approved contract.
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11 Recommended:

12
13 /s/

14 Shireen McSpadden
15 Executive Director, HSH
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Item 12 File 22-0452	Department: Homelessness and Supportive Housing
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution approves the second amendment to the contract between HSH and Tides. The amendment: (1) increases the term of the contract by two years from June 2024 to June 2026; and (2) increases the contract’s not-to-exceed amount by \$23,918,575 for a total contract amount not-to-exceed amount of \$53,456,932.

Key Points

- Under the agreement, Tides serves as the fiscal sponsor and Delivering Innovation in Supportive Housing (DISH) provides the property management services at six sites with 450 units of supportive housing. DISH has private leases with building owners of each site. Services and building operations are funded by this grant agreement and tenant rents, which are capped at 30 percent of tenant income.

Fiscal Impact

- City funding is increasing in the proposed amendment to cover a decrease in tenants rents resulting from a recently enacted rent cap of 30 percent of tenant income. In addition, annual spending on the contract in the original agreement was \$5.5 million but is now approximately \$6.7 million, due to increases building costs and lower tenant revenues. Based on the actual and budgeted spending in the proposed grant agreement, the existing contract authority may not be sufficient to fully fund costs in FY 2022-23.
- The contingency amount is 23.2 percent of remaining spending. HSH plans to increase building staff and fund additional capital improvements that are not yet reflected in the grant agreement budget.

Policy Consideration

- The proposed amendment budget does not include capital expenditures. HSH has identified \$705,600 in additional capital needs at these sites that is not yet reflected in the grant budget.
- Due to COVID-19, HSH did not produce an onsite program monitoring report for FY 2020-21 and FY 2021-22, though it is expected in the Fall 2022. HSH completed a desk audit in April 2021 and has been receiving monthly reports regarding vacancies, move-outs, and intakes through March 2022, which show an 88 percent occupancy rate across all sites.

Recommendations

1. Request the 2022 program monitoring report and updated grant budget be submitted to the Board of Supervisors and included in the legislative file for this item.
2. 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

Contract Procurement

On November 8, 2018, the Department of Homelessness and Supportive Housing (HSH) issued a Request for Proposals (RFP) for property management services at six permanent supportive housing sites. Tides Center (Tides) submitted a proposal with Delivering Innovation in Supportive Housing (DISH) where Tides serves as the fiscal sponsor and DISH provides the property management services. The Tides/DISH proposal was the only proposal received by HSH. This proposal was reviewed and scored by one panelist, as is HSH's practice when only one proposal is received and was given a score of 91 points out of 100. The proposal received 44 out of 44 points available for Organizational Capacity and Experience, 37 out of 40 possible points for Proposed Plan, and 10 out of 16 possible points for Budget and Budget Narrative.

The RFP stipulated that the services were to begin July 1, 2019, with an estimated annual budget of \$5,033,000 but did not indicate a specific length of the initial contract term. The RFP stated that HSH may extend the agreement "for a total term not to exceed ten years" and increase the agreement budget depending on the services needs at the City's discretion and in accordance with City rules and regulations. The program services, requirements, and expectations defined in the RFP mirror those in the executed and amended contracts. The RFP also stated that HSH would develop service and outcome objectives but did not include the specific objectives in the RFP itself.

Original Contract Terms

On May 1, 2019, HSH and Tides entered into an initial one-year agreement to provide housing property management services. The agreement went through June 30, 2020 with a not to exceed amount of \$5,807,993. The Board did not review this initial contract because it did not meet the \$10 million threshold for approval and only had a term of one year. The original contract agreement included the following service and outcome objectives. The service objectives state that Tides/DISH shall:

- Provide property management services to the tenants in all the units at the locations listed in the agreement.
- Ensure that upon turnover, each unit is cleaned and/or repaired within 35 days, on average.
- Maintain an occupancy rate of at least 90 percent.
- Offer all tenants the opportunity to complete an annual anonymous tenant satisfaction survey, with a goal of 65 percent participation.

- Collect at least 90 percent of tenant portions of monthly rent from occupied units.

The outcome objectives state that Tides/DISH shall achieve:

- 90 percent of surviving tenants maintaining their housing for a minimum of 12 months.
- 75 percent of tenants who exit housing will move to other permanent housing or be provided a more appropriate placement.
- 85 percent of tenant lease violations are resolved without loss of housing to tenants.
- 85 percent of tenants who complete the annual survey are satisfied or very satisfied with Property Management services.

The agreement also required Tides/DISH to submit monthly, quarterly, annual, and ad hoc reports to HSH; and requires Tides/DISH to submit to program monitoring and fiscal compliance and contract monitoring.

First Amendment

The contract was amended on April 10, 2020 (File 20-0246) for a term of four years (from July 1, 2020 to June 30, 2024) and a not-to-exceed amount of \$29,538,537. This first amendment also included two optional extensions, which would allow the total maximum term of the contract to run through June 30, 2029, which aligns with Civil Service Commission authorization of this Personal Services Contract. The first agreement maintained the same service and outcome objectives and reporting requirements as in the original agreement.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the second amendment to the contract between HSH and Tides to provide permanent supportive housing property management services at six buildings in San Francisco. The amendment: (1) increases the term of the contract by two years, which was initially from July 1, 2019 to June 30, 2024, and will extend the contract agreement until June 30, 2026; and (2) increases the contract's not-to-exceed amount by \$23,918,575 for a total contract amount not-to-exceed amount of \$53,456,932.

This second amendment removes the two optional extensions presented in the first contract amendment, mentioned above, and replaces it with a total maximum term of July 1, 2019 through June 30, 2026, aligned with the term approved by the Civil Service Commission.

Grant Agreement Services

DISH is responsible for providing property management services across six permanent supportive housing buildings and 450 units that serve formerly homeless and income-eligible adults ages 18 or older without the custody of minors under age 18. These locations are listed in Exhibit 1 below.

Exhibit 1: DISH Property Locations and Units Served

Program Site	Number of Units
Camelot: 124 Turk Street	55
Empress: 144 Eddy Street	89
LeNain: 730 Eddy Street	86
Pacific Bay Inn: 520 Jones Street	75
Star: 2176 Mission Street	54
Windsor: 238 Eddy Street	91
Total units	450

Source: HSH and Tides Center Agreement Draft Second Amendment, Appendix A

Property management services include: (1) Selecting program applicants; (2) Executing tenant leases; (3) Re-certifying tenant income annually; (4) Collecting rent and other housing-related payments; (5) Enforcing leases, which includes providing written notices and working to prevent evictions; (6) Payments for building services (i.e. utilities); (7) Building Maintenance, which includes maintaining the facilities in “sanitary and operable condition” and providing janitorial services in common areas, garbage removal, pest control, facility maintenance and repair, building security, and preparing units for move-in and move-out; (8) Coordinating with supportive services to prevent tenant housing loss; (9) Wellness checks and emergency safety checks; (10) Front desk coverage 24 hours a day, seven days a week; and (11) Exit planning, which requires alerting support services staff when tenants give notice to leave and maintaining a forwarding address when possible.

In addition, Tides/DISH are responsible for maintaining stewardship of the master lease and coordinating with the property’s owner on regular maintenance; and coordinating and conducting regular asset management meetings to address ongoing capital needs, property owner’s obligations, changes to the approved sublease and any other issues related to the master lease.

Performance Monitoring

According to the FY 2020-21 Annual Report provided to HSH by Tides/DISH and more recent data reports from HSH, Tides/DISH is currently meeting the performance goals for five of the seven service and outcome objectives. The two objectives that Tides/DISH are not meeting performance on are: (1) collecting 90 percent of tenant portions of monthly rent from occupied units and (2) maintaining an occupancy rate of 90 percent. In the most recent desk audit from April 2021, the contractor verified compliance with required policies and record keeping requirements for FY 2018-19 and FY 2019-20. Waivers were provided for intakes and service plan documentation due to the pandemic.

As of March 31, 2022, Tides/Dish reports that it has collected 84 percent of monthly rents and 88 percent of units are occupied. HSH staff report that under collection of rent was a common occurrence during the pandemic due to income loss and the eviction moratorium. In addition, HSH reports that the occupancy rates across its funded permanent supportive housing sites is generally 90 percent and is working with providers on strategies to increase the occupancy rate.

HSH made modifications to some of the service and outcome objectives in the second amendment to increase performance, such as reducing the unit turnover time between tenants.

No On-Site Monitoring for FY 2020-21 & FY 2021-22

Due to the COVID-19 pandemic, HSH suspended program monitoring in accordance with Citywide policy first issued by the Controller on August 6, 2020 and conducted monitoring via desk audits, which review program data submitted by providers. HSH staff report that onsite program monitoring will begin in July 2022 and go through the Fall 2022. HSH plans on conducting in person site visits annually going forward.

FISCAL IMPACT

As shown in Exhibit 2 below, the proposed amendment increases the not-to-exceed amount by \$23,918,575 from \$29,538,537 to \$53,456,932, an 81 percent increase. The not-to-exceed amount includes \$6,749,104 in contingency at a rate of approximately 14 percent. The not-to-exceed amount is lower than proposed expenditures because the other revenues received from tenant rental income and owner reimbursement offset total expenditures and reduces the HSH supported revenues funding this contract.

Exhibit 2: Fiscal Impact of Proposed Resolution

	Original Agreement (7/1/2019- 6/30/2020)	First Amendment (7/1/2019- 6/30/2024)	Proposed Second Amendment (7/1/2019-6/30/2026)	Changes from First to Proposed Second Amendment
Expenditures				
Salaries & Benefits	\$4,265,879	\$21,329,396	\$28,429,089	\$7,099,693
Operating Expenses	1,896,443	10,449,395	19,778,210	9,328,815
Indirect Cost (15%)	924,348	4,769,144	7,112,253	2,343,109
Other Expenses	43,322	111,025	814,558	703,533
Capital Expenditure	-	220,610	202,171	(18,439)
Admin Cost (HUD Only) ¹	-	-	155,435	155,435
Total Expenditures	\$7,129,993	\$36,879,570	\$56,491,716	\$19,612,146
Revenues				
City Funding ²	5,279,993	27,629,570	46,707,829	19,078,259
Other Revenues ³	1,850,000	9,250,000	9,783,887	533,887
Total Revenues	\$7,129,993	\$36,879,570	\$56,491,716	\$19,612,146
Not-to-Exceed Contract Amount				
Agreement Funding Sources (HSH Revenues)	5,279,993	27,629,570	46,707,828	19,078,258
Contingency	527,999	1,908,787	6,749,104	4,840,317
Total Not-to-Exceed Amount	\$5,807,993	\$29,538,357	\$53,456,932	\$23,918,575

¹These costs apply to the site that receives funding through a HUD subrecipient grant from HSH.

²HSH Revenues are primarily comprised of General Fund, Mental Health Services Act (work order funds from the Department of Public Health), and HUD revenues. There are additional one-time funds provided in certain budget years from Proposition C, ERAF, and COVID-19 time-limited funding.

³Other Revenues are comprised of tenant income and owner reimbursement.

Change in Budget

Annual City costs for FY 2022-23 were budgeted at \$5.5 million in the first amendment but the proposed second amendment budgets \$6.7 million in City funding for FY 2022-23. This is in part due to increases in utilities and building maintenance. In addition, tenant rents were budgeted at \$9 million for the period July 2019 to June 2024 but are now budgeted at \$8.9 million for the period July 2019 to June 2026. According to HSH, tenant rents are budgeted at a lower amount each year because they are now capped at 30% of tenant income, per File 20-1185. In addition, rents, which are a function of income, have been impacted by the pandemic. The increase in annual costs and decrease in revenue from tenant rents require additional City funding, in addition to funding the proposed two-year extension.

Actual Spending

As of March 2022, Tides/DISH has spent \$18,355,971 of its HSH funding, 62 percent of the current agreement's not-to-exceed amount of \$29,538,357. Tides/Dish is approximately 53 percent of the way through the grant agreement period covered under the first amendment. Based on the

actual and budgeted spending in the proposed grant agreement, the existing contract authority may not be sufficient to fully fund costs in FY 2022-23.¹

Contingency

Contingency in the proposed amendment is funded at 23.2 percent of remaining expenditures, which is higher than the 12 to 15 percent contingency amounts we typically see in contracts. HSH reports that this additional funding is needed to accommodate anticipated growth that is not yet reflected in the grant budget, including hiring additional building staff (discussed below), one-time building repairs (discussed below), annual cost of doing business increases, and minimum compensation ordinance increases for low-wage staff.

Staffing

The contract funds 54.91 full-time equivalent (FTE) positions in years three through seven (July 1, 2021 through June 30, 2026), but in years one and two (July 1, 2019 through June 30, 2021) the contract funded approximately 59 FTEs. HSH reports that the costs of staffing and operating the program have grown faster than the budget, and while Tides/DISH have requested additional funding for staff positions and salary increases, HSH has not had available funding to meet these requests but has requested additional funding in the FY 2022-23 budget for these needs. In response, Tides/DISH have consolidated and reorganized positions to account for this need. HSH also reports that some staffing has changed due to changes in need, such as one-time increases in janitorial staffing during the start of the pandemic.

Sources of Funding

Of total contract revenues, 83 percent come from “HSH Revenue,” which includes General Fund, California State Mental Health Services Act (MHSA) funding, federal Department of Housing and Urban Development (HUD) funding, and various one-time sources. Of these HSH revenues, over the seven-year contract, 86 percent are General Fund revenues, six percent are MHSA revenues, and six percent are HUD revenues. The remaining two percent of revenue comes from one-time funding provided from Proposition C bonus pay, Education Revenue Augmentation Fund (ERAF) funding, and time-limited COVID-19 funding.

POLICY CONSIDERATION

Capital Improvement Needs

The current proposed budget does not include funding for capital expenditures. HSH staff report that historically the Department has addressed capital needs with one-time budget modifications. According to HSH staff, Tides/DISH recently completed a capital needs assessment that indicated the need for \$705,600 in building repairs. HSH staff report that they are unable to increase the budget to address the needs until this amendment is executed. However, not

¹ Actual spending was \$18.4 million March 2022 and monthly spending of 0.6 million is budgeted in the proposed grant amendment. Total spending through FY 2022-23 is \$27.4 million; the current agreement is for \$29.6 million.

including anticipated capital need costs in the proposed budget amendment does not provide a complete picture of what this contract will fund. HSH also reports that it is working with other City departments, including the Department of Building Inspection, Department of Public Health, Mayors Office of Housing and Community Development, and City Attorney's Office to increase transparency around permanent supportive housing buildings with code violations and partner to address these violations as they arise. We recommend that HSH update the budget to reflect the capital expenditures anticipated and report back to the Board with additional detail on its plans to monitor and respond to capital need requests going forward.

Program Monitoring

In our August 2020 performance audit, we found that the Department did not sufficiently monitor provider contracts to ensure the delivery of service goals, and we recommended that the HSH Executive Director ensure that all contracts included specific performance metrics and that those metrics be monitored at least annually. During the pandemic, monitoring has been limited.

HSH completed a desk audit in April 2021 and has been receiving monthly reports regarding vacancies, move-outs, and intakes through March 2022, which show an 88 percent occupancy rate across all sites. As noted above, due to COVID-19, HSH did not conduct on-site monitoring of this program in FY 2020-21 and FY 2021-22. Onsite program monitoring will begin in July 2022 and go through Fall 2022. HSH plans on conducting in person site visits annually going forward. We recommend that the pending 2022 program monitoring report, which will include on-site assessments of programming, be submitted to the Board of Supervisors once it is complete and included in the legislative file for this item.

RECOMMENDATION

1. Request the 2022 program monitoring report and updated grant budget be submitted to the Board of Supervisors and included in the legislative file for this item.
2. Approve the proposed resolution.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**SECOND AMENDMENT
to
AGREEMENT
between
THE CITY AND COUNTY OF SAN FRANCISCO
and
TIDES CENTER**

THIS AMENDMENT (this “Amendment”) is made as of **May 1, 2019**, in San Francisco, California, by and between **TIDES Center** (“Contractor”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to Request for Proposals (“RFP”) HSH2018-115 – Supportive Housing Property Management, issued on November 8, 2018, and this modification is consistent therewith; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the original Agreement was obtained on February 4, 2019 from the Civil Service Commission under PSC number **45693 – 18/19** in the amount of \$55,363,000 for the period commencing February 5, 2019 and ending June 30, 2029; and

WHEREAS, the City’s Board of Supervisors approved the First Amendment to this Agreement by Resolution 139-20 on April 10, 2020; and approved this Second Amendment of the Agreement to extend the grant term and increase the grant amount by Resolution **XXX-XX** on **<date>**;

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term “Agreement” shall mean the Agreement dated **May 1, 2019** between Contractor and City; and **First Amendment**, dated **January 31, 2020**.
- 1.2 City Data.** “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.
- 1.3 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

- 2.1 Term of the Agreement.** Article 2. Term of the Agreement currently reads as follows:

Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on **July 1, 2019** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein.
- 2.2 The City has two options to renew the Agreement, per the table below. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Option 1:	July 1, 2024 to June 30, 2027
Option 2:	July 1, 2027 to June 30, 2029

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

Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on **July 1, 2019** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein.
 - 2.2 The City has options to renew the Agreement. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”
- 2.2 Compensation.** Section 3.3 Compensation of the Agreement currently reads as follows:

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the Executive Director of the Department of Homelessness and Supportive Housing, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Nine Million Five Hundred Thirty Eight Thousand Three Hundred Fifty Seven Dollars (\$29,538,357)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments.

- (1) Contractor understands that, of the Payment listed under 3.3.1 Payment of this Agreement, **One Million Nine Hundred Eight Thousand Seven Hundred Eighty Seven Dollars (\$1,908,787)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor 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. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the Department of Homelessness and Supportive Housing approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System).

3.3.6 Getting paid by the City for goods and/or services.

- (1) All 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.
- (2) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Grant Funded Contracts.

- (1) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.
- (2) **Grant Terms.** 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. The incorporated terms may be found in Appendix F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal

Funds, and Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

- (3) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

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

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for goods and/or Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Fifty Three Million Four Hundred Fifty Six Thousand Nine Hundred Thirty Two Dollars (\$53,456,932)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

- (a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **Six Million Seven Hundred Forty Nine Thousand One Hundred Four Dollars (\$6,749,104)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor 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. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

- 3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services, delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.
- 3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.
- 3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.7 or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers, complete description of goods delivered or Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.
- 3.3.5 Reserved. (LBE Payment and Utilization Tracking System).**
- 3.3.6 Getting paid by the City for goods and/or services.**
- (a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.
 - (b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.
- 3.3.7 Grant Funded Contracts.**

- (a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.
- (b) **Grant Terms.** 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. The incorporated terms may be found in Appendix E, Federal Requirements and Appendix F, Housing and Urban Development Subrecipient Agreement. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.
- (c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.8 **Payment Terms.**

- (a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.
- (b) **Reserved. (Payment Discount Terms).**
- (c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

2.3 Personnel. Section 4.2 Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.2 Personnel.

- 4.2.1 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services.

Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 Contractor Vaccination Policy.

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

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

2.4 Subcontracting. Section 4.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Budget.

2.5 Insurance. Section 5.1 Insurance of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Reserved. (Professional Liability Coverage).
- (e) Reserved. (Technology Errors and Omissions Liability Coverage).

- (f) Reserved. (Cyber and Privacy Insurance Coverage).
- (g) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements.

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (c) Reserved. (Auto Pollution Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements.

- (a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its Employees, Agents and Subcontractors.

5.1.4 Primary Insurance Endorsements.

- (a) The Commercial General Liability policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) The Commercial Automobile Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.
- (c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 Other Insurance Requirements.

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the

City address set forth in Section 11.1 entitled “Notices to the Parties.”

- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance 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.
- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before commencing any Services, Contractor 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. Approval of the insurance by City shall not relieve or decrease Contractor’s liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as Additional Insureds.

2.6 Section 8.2.2 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

- 8.2.2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and

expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

2.7 Section 10.7 Minimum Compensation Ordinance of the Agreement is hereby deleted and replaced in its entirety to read as follows:

10.7 Minimum Compensation Ordinance (MCO). If Administrative Code Chapter 12P applies to this contract, Contractor 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. Contractor 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>. Contractor 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, Contractor certifies that it complies with Chapter 12P.

2.8 Section 10.8 Health Care Accountability Ordinance of the Agreement is hereby deleted and replaced in its entirety to read as follows:

10.8 Health Care Accountability Ordinance (HCAO). If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

2.9 Notices to the Parties. Section 11.1 Notices to the Parties of the Agreement is hereby deleted and replaced in its entirety to read as follows:

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be 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 Contractor: TIDES Center
P.O. Box 889385
Los Angeles, CA 90088-9385
Attn: Janiece Evans-Page, Chief Executive Officer
jevanspage@tides.org

Delivering Innovation in Supportive Housing (DISH)
P.O. Box 427129
San Francisco, CA 94142
Attn: Lauren Hall, Executive Director
laurenhall@dishsf.org

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

2.10 Appendices. Section 12.1 Appendices of the Agreement is hereby deleted and replaced in its entirety to read as follows:

12.1. Appendices. 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 June 1, 2022)
Appendix B, Budget (dated June 1, 2022)
Appendix C, Method of Payment (dated June 1, 2022)
Appendix D, City and County of San Francisco Business Associate Agreement
Appendix E, Federal Requirements
Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement

2.11 Data and Security. Article 13 Data and Security of the Agreement is hereby deleted and replaced in its entirety with the following:

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San

Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements).

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1. Do **at least one** or more of the following:
- (a) Create, receive, maintain, or transmit PHI for or on behalf of City/HSH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - (b) Receive PHI, or access to PHI, from City/HSH or another Business Associate of City, as part of providing a service to or for City/HSH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - (c) Transmit PHI data for City/HSH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors).

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/HSH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND

COMPLETE THE FOLLOWING ATTACHED DOCUMENT, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN: Appendix D, City and County of San Francisco Business Associate Agreement (BAA) (03-17).

2. **NOT do any of the activities listed above in subsection 1.;**

Contractor is not a Business Associate of City/HSJ. **Appendix D**, City and County of San Francisco Business Associate Agreement (BAA) is not required for the purpose of this Agreement.

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or collected on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all Confidential Information given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other

work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

- 13.5 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.
- 2.12 Appendix A, Services to be Provided** (dated January 31, 2020) of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated June 1, 2022), for the period of July 1, 2019 to June 30, 2026.
- 2.13 Appendix B, Budget** (dated January 31, 2020) of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated June 1, 2022), for the period of July 1, 2019 to June 30, 2026.
- 2.14 Appendix C, Method of Payment** (dated January 31, 2020) of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated June 1, 2022).
- 2.15 Appendix D, Additional Terms** of the Agreement is hereby deleted and replaced in its entirety with **Appendix D, City and County of San Francisco Business Associate Agreement**.
- 2.16 Appendix E, City and County of San Francisco Business Associate Agreement** of the Agreement is hereby deleted and replaced in its entirety with **Appendix E, Federal Requirements**.
- 2.17 Appendix F, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds** of the Agreement is hereby deleted and replaced in its entirety with **Appendix F, Housing and Urban Development Subrecipient Agreement**.
- 2.18 Appendix G, Housing and Urban Development Subrecipient Agreement**, of the Agreement is hereby deleted.
- 2.19 Appendix H, Permitted Subcontractors**, of the Agreement is hereby deleted.

Article 3 Effective Date

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

Article 4 Legal Effect

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

TIDES CENTER

Shireen McSpadden
Director
Department of Homelessness and Supportive
Housing

Janiece Evans-Page
Chief Executive Officer
City Supplier Number: 0000009453
DUNS Number: 947910691

Approved as to Form:

David Chiu
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Sailaja Kurella

Appendix A, Services to be Provided
by
TIDES Center (Delivering Innovation in Supportive Housing (DISH))
Property Management at Six Buildings

I. Purpose of Contract

The purpose of the contract is to provide Property Management and Master Lease Stewardship to the served population. The goals of these services are to support tenants in retaining their housing; or moving to other appropriate housing.

II. Served Population

A. Contractor shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age. This shall include tenants who must meet more specific eligibility criteria as required by the funding source for their housing sites:

1. In housing units funded through the Mental Health Services Act (MHSA), Contractor shall serve adults living with a Mental Health diagnosis and Full-Service Partnership Authorization from Behavioral Health Services (BHS) from the Department of Public Health (DPH).
2. In housing units funded through the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program, contractor shall serve chronically homeless adults.
3. Contractor shall serve formerly homeless and income-eligible adults aged 55 or older at the LeNain.

B. Contractor shall serve existing tenants of the housing sites whose tenancy began prior to Master Lease initiation.

III. Referral and Prioritization

All new tenants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System, which organizes the City's Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria for Permanent Supportive Housing (PSH) varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Tenants who meet eligibility criteria for PSH are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

Applicants for MHSA units will be referred to HSH via the BHS Intensive Case Management/Full-Service Partnership (ICM/FSP) process.

Applicants for HUD CoC units must meet all other program eligibility criteria as defined by the HUD CoC project application, including requirements related to chronic homelessness and/or disability status.

IV. Description of Services

Contractor shall serve tenants of the PSH sites listed in Section V. Location and Hours of Service. Services shall include, but are not limited to, the following:

A. Property Management

1. **Program Applicant Selection and Intake:** Contractor shall align with Housing First principles and follow the processes agreed upon by Contractor, HSH, property owner, housing subsidy administrators, fair housing laws, and/or other entities involved with referrals.

Under Housing First, tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Applicants must not be rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

Contractor shall adhere to all published HSH policies, including, but not limited to those covering tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing tenants into housing.

2. **Tenant Lease Set-Up:** Contractor shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include House Rules and other pertinent Lease Addenda. Contractor shall review its Grievance policies and procedures and HSH policies and procedures with tenants at the time of lease signing.
3. **Annual Tenant Re-certification:** As required by rental subsidy type, Contractor shall re-certify tenant income annually. This is generally done on the anniversary of a tenant’s move-in date.
4. **Collection of Rents, Security Deposits, and Other Receipts:** Contractor shall collect and process rent and other housing-related payments (e.g., security deposit) made by tenants.
 - a. Contractor shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
 - b. For tenants paying a portion of their income towards rent, Contractor shall assist with payment arrangements and comply with HSH and other applicable requirements governing the tenant portion of rent. All PSH tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
 - c. Tenants are required to enroll in third party rent payment services or modified payment services. Contractor shall complete and submit referral paperwork to the agency providing the service and notify HSH of any problems with the

arrangement. (Refer to the Third Party Rent Payment (TPRP) agreement in the Universal Housing Application.) Contractor shall also communicate tenant rent amounts to the TPRP/MPP provider monthly.

5. Lease Enforcement, Written Notices and Eviction Prevention:
 - a. Contractor shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with tenants, and mediation strategies.
 - b. Contractor shall provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants.
 - c. When necessary, Contractor shall provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws.
 - d. Contractor shall copy Support Services staff on all communications to tenants.
6. Building Service Payments: Contractor shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
7. Building Maintenance: Contractor shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical;
 - e. Building security; and
 - f. Preparation of units for tenant move-in and move-out.
8. Coordination with Support Services: If a tenant is facing housing instability, Contractor shall coordinate with Support Services staff to find creative ways to engage with tenants to prevent housing loss. Contractor shall work with Support Services staff in communicating with and meeting with tenants regarding behaviors and issues that put the tenant at risk for housing instability.

Contractor shall participate in regular coordination meetings with Support Services to review tenants at risk for eviction and strategize on how to support tenants in maintaining their housing.

9. Wellness Checks and Emergency Safety Checks: Contractor shall conduct

Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies and tenant laws to assess a tenant’s safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.

10. Front Desk Coverage: Contractor shall provide front desk coverage 24 hours per day, seven days per week.

11. Exit Planning: Contractor shall alert Support Services staff when tenants give notice to leave housing and shall keep a record of each tenant’s forwarding address, whenever possible.

B. Stewardship of the Master Lease:

1. Contractor shall maintain stewardship of the Master Lease and coordinate with the property’s owner on regular maintenance items.

2. Contractor shall coordinate and conduct regular asset management meetings, on a schedule to be determined with HSH Real Estate staff, to be attended by HSH Real Estate staff, the HSH Program Manager, Contractor and/or Property Management staff to address ongoing capital needs, property owner’s obligations, changes to the approved sublease, and other issues as per the Master Lease.

V. Location and Time of Services

Contractor shall provide services at the following locations:

Program Site	Served Population	No. Units to be Served
Camelot 124 Turk Street San Francisco, CA 94102	Adults	55
Empress 144 Eddy Street San Francisco, CA 94102	Adults	89
LeNain 730 Eddy Street San Francisco, CA 94109	Older Adults	86
Pacific Bay Inn 520 Jones Street San Francisco, CA 94102	Adults	75
Star 2176 Mission Street San Francisco, CA 94110	Adults	54
Windsor 238 Eddy Street San Francisco, CA 94102	Adults	91
Total Units		450

Contractor shall provide Property Management services 24 hours a day, seven days a week, either on-site or on-call. Contractor shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

- A. Facilities: Contractor shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards.
1. Contractor shall notify HSH immediately in the event it is given notice of violations by the Department of Building Inspection (DBI), the Department of Public Health (DPH), or another City agency.

Additionally, for any units that receive funding from HUD, Contractor shall:

2. Ensure that residential buildings meet Housing Quality Standards (HQS) and pass all required HQS inspections upon unit turnover and coordinate with the subsidy administrator to schedule HQS inspections; and
 3. Notify the subsidy administrator of tenant lease violations, including housing exits, in a timely manner.
- B. Admission Policy: Contractor admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- C. Housing First: Contractor 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.
- D. Harm Reduction: Contractor shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH overdose prevention policy. Contractor staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- E. Language and Interpretation Services: Contractor shall ensure that translation and interpreter services are available, as needed.
- F. Case Conferences: Contractor shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding tenant's housing stability.
- G. Grievance Procedure:

1. Contractor shall establish and maintain a written Grievance Procedure for tenants, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a tenant can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address and mailing address for the tenant to contact after the tenant has exhausted Contractor's internal Grievance Procedure.
2. Contractor shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Contractor shall post the policy at all times in a location visible to tenants, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.

H. Feedback, Complaint and Follow-up Policies:

Contractor shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services.

Feedback methods shall include:

1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
2. A written annual survey to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Contractor shall offer assistance to the served population with survey completion if the written format presents any problem.

I. City Communications, Trainings and Meetings:

Contractor shall keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings, including, but not limited to:

1. Regular communication to HSH about the implementation of the program;
2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
3. Attendance at trainings (e.g., overdose prevention training), when required by HSH. Contractor shall ensure all site-based or tenant-facing staff and subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, and Trauma-Informed Principles.

J. Coordination with Other Service Providers: Contractor shall establish written agreements with Support Services and other service providers that are part of the site team to formalize collaboration and roles and responsibilities.

- K. Critical Incidents: Contractor shall report critical incidents in accordance with the HSH Program Manager instructions and published HSH policies/procedures.
- L. Disaster and Emergency Response Plan: Contractor 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. Contractor shall update the Agency/site(s) plan as needed and Contractor shall train all employees regarding the provisions of the plan for their Agency/site(s).
- M. Good Neighbor Policies: Contractor 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 Contractor management staff is available to respond to neighbors within three business days, if reasonable; and
 3. Having a representative of the Contractor attend all appropriate neighborhood meetings.
- N. Record Keeping and Files: Contractor shall update applicant referral status information in the Online Navigation and Entry (ONE) System in accordance with HSH policy and instruction.
1. Contractor shall maintain confidential tenant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the tenant, copies of payment plans or other agreements to support housing stability.
 2. Contractor shall track receipt and completion of maintenance work orders.
 3. Contractor shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
- O. Data Standards:
1. Records entered into the HSH Homeless Management Information System (HMIS) 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. Contractor shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting shall be communicated to Contractors in writing from HSH.
 3. Contractor 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, Contractor shall submit the monthly, quarterly and/or annual metrics into the

CARBON database. Changes to data collection or reporting requirements shall be communicated to Contractors via written notice at least one month prior to expected implementation.

4. Any information shared between Contractor, 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

Contractor shall achieve the following Service Objectives:

- A. Contractor shall ensure that each unit, upon turnover, is clean and/or repaired within 21 days, on average.
- B. Contractor shall collect at least 90 percent of tenant portions of monthly rent from occupied units.
- C. Contractor shall maintain an occupancy rate of at least 97 percent.
- D. Contractor shall offer all tenants the opportunity to complete an annual anonymous tenant satisfaction survey, with the goal of at least sixty-five percent participation.

VIII. Outcome Objectives

Contractor shall achieve the following Outcome Objectives:

- A. Ninety percent of tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- B. Eighty-five percent of tenant lease violations will be resolved without loss of housing to tenants.
- C. Eighty-five percent of tenants completing an annual Tenant Satisfaction Survey will be satisfied or very satisfied with Property Management services.

IX. Reporting Requirements

Contractor shall input data into systems required by HSH, such as the ONE System, and CARBON. Contractor understands that reporting requirements may differ for services funded by different revenue sources.

- A. Contractor shall report vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe. When required by HSH, Contractor shall enter tenant data in the ONE System.

- B. On a monthly basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service.
 - 1. The occupancy rate; and
 - 2. The number of new placements, broken down by funding source.

- C. On a quarterly basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - 1. Average number of days to turn over units; and
 - 2. The number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.

- D. On an annual basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
 - 1. The number and percentage of tenants who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 - 2. The number of program exits;
 - 3. The number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services;
 - 4. The tenant satisfaction survey results; and
 - 5. The number of tenants showing housing instability that remained housed.

Contractor shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

- E. Contractor shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Contractor shall provide the number of evicted tenants and eviction notices issued to tenants residing in City-funded housing through the annual HSH administered Eviction Survey. Contractor shall adhere to all deadlines for submission as required by HSH.

- F. Contractor shall submit Facility Inventory data to HSH during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the HUD CoC program.

- G. Contractor shall provide information for an annual report on client enrollment in public benefits per the Administrative Code - Permanent Supportive Housing - Rent Contribution Standard, as instructed by HSH (<https://sfgov.legistar.com/View.ashx?M=F&ID=9074560&GUID=FDA1BCF9-1096-42C8-AD19-9143A348AC07>).

- H. Contractor shall comply with state regulations and meet reporting requirements for the MHSA of the California Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission.
- I. Contractor shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Contractor's services. Contractor 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 30 working days of receipt of any evaluation report and any Contractor response will become part of the official report.

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

X. Monitoring Activities

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, including, but not limited to, review of the following: tenant files, Contractor's administrative records, staff training documentation, postings, program policies and procedures, data submitted in program reports, 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 and Compliance Monitoring: Contractor is subject to fiscal and compliance monitoring, which may include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts and Memoranda of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	E	H	K	N	S	V	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 4 of 21
2	OPERATING DETAIL										
3	Document Date	6/1/2022									
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)									
5	Program	Property Management at Six Buildings									
6	FSP Contract ID#	1000013751									
7	Budget Name	General Fund - Property Management									
8		EXTENSION YEAR EXTENSION YEAR									
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years		
10		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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	7/1/2019 - 6/30/2024	7/1/2019 - 6/30/2026	7/1/2019 - 6/30/2026
11		Current	Current	Current	Current	Current	New	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 104,667	\$ 104,667	\$ 63,564	\$ 63,564	\$ 63,564	\$ 63,564	\$ 63,564	\$ 400,025	\$ 127,128	\$ 527,153
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 493,270	\$ 748,482	\$ 737,808	\$ 737,808	\$ 737,808	\$ 737,808	\$ 737,808	\$ 3,455,174	\$ 1,475,615	\$ 4,930,789
15	Office Supplies, Postage	\$ 55,255	\$ 55,255	\$ 36,016	\$ 36,016	\$ 36,016	\$ 36,016	\$ 36,016	\$ 218,558	\$ 72,032	\$ 290,590
16	Building Maintenance Supplies and Repair	\$ 457,673	\$ 497,673	\$ 815,548	\$ 815,548	\$ 815,548	\$ 815,548	\$ 815,548	\$ 3,401,990	\$ 1,631,096	\$ 5,033,086
17	Printing and Reproduction	\$ -	\$ -	\$ 27,860	\$ 27,860	\$ 27,860	\$ 27,860	\$ 27,860	\$ 83,580	\$ 55,720	\$ 139,300
18	Insurance	\$ 81,545	\$ 81,545	\$ 128,982	\$ 128,982	\$ 128,982	\$ 128,982	\$ 128,982	\$ 550,035	\$ 257,963	\$ 807,999
19	Staff Training	\$ 50,000	\$ 50,000	\$ 60,726	\$ 60,726	\$ 60,726	\$ 60,726	\$ 60,726	\$ 282,178	\$ 121,452	\$ 403,630
20	Staff Travel-(Local & Out of Town)	\$ 7,893	\$ 7,893	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 51,786	\$ 24,000	\$ 75,786
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Onsite services (Client activities, etc.)	\$ 67,400	\$ 67,400	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 338,800	\$ 136,000	\$ 474,800
23	Community Building and Housing Preservation	\$ 9,998	\$ 9,998	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 49,996	\$ 20,000	\$ 69,996
24	Administrative Fee (40% DISH Central Office Rent)			\$ 43,322	\$ 43,322	\$ 43,322	\$ 43,322	\$ 43,322	\$ 129,965	\$ 86,644	\$ 216,609
25							\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants / Subcontractors						\$ -	\$ -	\$ -	\$ -	\$ -
43	Professional Computer Support	\$ 21,600	\$ 21,600	\$ 35,900	\$ 45,900	\$ 45,900	\$ 45,900	\$ 45,900	\$ 170,900	\$ 91,800	\$ 262,700
44	Anyreim	\$ 10,500	\$ 10,500	\$ 11,100	\$ 11,100	\$ 11,100	\$ 11,100	\$ 11,100	\$ 54,300	\$ 22,200	\$ 76,500
45	David Merino	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000
46	Attorney/Legal Consultant	\$ 80,000	\$ 80,000	\$ 80,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 420,000	\$ 180,000	\$ 600,000
47	Adlemy Yocupicio-Herrera			\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000	\$ 6,000	\$ 15,000
48	Pati Boyle - Lease Up Consultant			\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000	\$ 2,000	\$ 5,000
49	BDO-FMA			\$ 20,000			\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
55	Solutions SF	\$ 148,673	\$ 148,673	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 1,107,346	\$ 540,000	\$ 1,647,346
56	Renoir Staffing	\$ 107,850	\$ 107,850	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 230,700	\$ 10,000	\$ 240,700
57	NPM Staffing	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
58	Premier Staffing	\$ 11,044	\$ 11,044	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 37,087	\$ 10,000	\$ 47,087
59	Mennonite Missionary Network	\$ 14,400	\$ 14,400	\$ 31,200	\$ 31,200	\$ 31,200	\$ 31,200	\$ 31,200	\$ 122,400	\$ 62,400	\$ 184,800
60	SF Patrol Special	\$ 36,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ -	\$ 36,000
61	Legion Corporation		\$ 36,000	\$ 162,020	\$ 162,020	\$ 162,020	\$ 162,020	\$ 162,020	\$ 522,060	\$ 324,040	\$ 846,100
68	TOTAL OPERATING EXPENSES	\$ 1,780,767	\$ 2,075,980	\$ 2,628,045	\$ 2,628,045	\$ 2,628,045	\$ 2,628,045	\$ 2,628,045	\$ 11,740,881	\$ 5,256,090	\$ 16,996,970
70	Other Expenses (not subject to indirect cost %)										
71	Administrative Fee	\$ 43,322	\$ 43,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,644	\$ -	\$ 86,644
72	One-Time - LeNain Physical Needs Assessment	\$ 4,000					\$ -	\$ -	\$ 4,000	\$ -	\$ 4,000
73	Additional FY 2019-20 Operating Expenses offset by tenant	\$ 45,813					\$ -	\$ -	\$ 45,813	\$ -	\$ 45,813
74	One-Time CODB (FY 2020-21 GF Budget Supplement)		\$ 143,159				\$ -	\$ -	\$ 143,159	\$ -	\$ 143,159
75	Adjustment to Actuals (FY 20-21)	\$ -	\$ (96,089)	\$ -			\$ -	\$ -	\$ (96,089)	\$ -	\$ (96,089)
76	Reallocated for Previous Term Years					\$ (3,823,895)	\$ -	\$ -	\$ (3,823,895)	\$ -	\$ (3,823,895)
77	Restore Full Year 5 Budget via amendment						\$ -	\$ -	\$ -	\$ 3,823,895	\$ 3,823,895
84	TOTAL OTHER EXPENSES	\$ 93,135	\$ 90,392	\$ -	\$ -	\$ (3,823,895)	\$ -	\$ -	\$ (3,640,368)	\$ 3,823,895	\$ 183,527
85											
86	Capital Expenses										
87									\$ -	\$ -	\$ -
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	HSH #3										

	A	B	C	D	E	H	K	N	Q	V	Y	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													Page 5 of 21
2	APPENDIX B, BUDGET													
3	Document Date	6/1/2022		Duration (Years)										
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	7/1/2019	6/30/2024	5										
6	Amended Term	7/1/2019	6/30/2026	7										
7	Provider Name	TIDES Center / Delivering Innovation in Support												
8	Program	Property Management at Six Buildings												
9	F&P Contract ID#	1000013751												
10	Action (select)	Amendment												
11	Effective Date	6/1/2022												
12	Budget Name	MHSA - Property Management												
13		Current	New											
14	Term Budget	\$ 1,987,895	\$ 2,783,053	0%										
16	Not-To-Exceed	N/A	N/A		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years		
17		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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	7/1/2019 - 6/30/2024	7/1/2019 - 6/30/2026	7/1/2019 - 6/30/2026			
18		Current	Current	Current	Current	Current	Current	New	New	Current	Amendment	New		
19	Expenditures													
20	Salaries & Benefits	\$ 297,340	\$ 291,487	\$ 297,361	\$ 297,361	\$ 297,361	\$ 297,361	\$ 297,361	\$ 297,361	\$ 1,480,909	\$ 594,722	\$ 2,075,631		
21	Operating Expense	\$ 100,239	\$ 106,092	\$ 100,218	\$ 100,218	\$ 100,218	\$ 100,218	\$ 100,218	\$ 100,218	\$ 506,986	\$ 200,436	\$ 707,422		
22	Subtotal	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 1,987,895	\$ 795,158	\$ 2,783,053		
28	Total Expenditures	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 1,987,895	\$ 795,158	\$ 2,783,053		
29														
30	<u>HSH Revenues (select)</u>													
33	State Mental Health Service Act (MHSA)	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 1,987,895	\$ 795,158	\$ 2,783,053		
47	Total HSH Revenues	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 1,987,895	\$ 795,158	\$ 2,783,053		
48														
57	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
59														

	A	F	M	P	Q	R	S	T	AA	AH	AQ	AX	BT	BU	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															Page 6 of 21	
2	SALARY & BENEFIT DETAIL																
3	Document Date	6/1/2022															
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)															
5	Program	Property Management at Six Buildings															
6	FSP Contract ID#	1000013751															
7	Budget Name	MHSA - Property Management										EXTENSION YEAR					EXTENSION YEAR
8		Year 1	Year 2	Year 3				Year 4	Year 5	Year 6	Year 7	All Years					
9	POSITION TITLE	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		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	7/1/2019 - 6/30/2024	7/1/2019 - 6/30/2026	7/1/2019 - 6/30/2026		
10		Current	Current					Current	Current	Current	New	New	Current	Amendment	New		
11		Budgeted Salary	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
12	Operations Coordinator	\$ -	\$ -	\$ 68,560	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Assistant General Manager	\$ 47,674	\$ 49,447	\$ 52,618	8.00	13%	1.00	\$ 52,618	\$ 52,618	\$ 52,618	\$ 52,618	\$ 52,618	\$ 254,975	\$ 105,236	\$ 360,211		
14	Community Development Manager	\$ -	\$ -	\$ 77,000	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
15	Director of Administration and Finance	\$ -	\$ -	\$ 160,326	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
16	Desk Clerk	\$ 102,421	\$ 89,380	\$ 39,797	32.00	7%	2.24	\$ 89,145	\$ 89,145	\$ 89,145	\$ 89,145	\$ 89,145	\$ 459,237	\$ 178,291	\$ 637,527		
17	Executive Director	\$ -	\$ -	\$ 207,801	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
18	Facilities Coordinator / Project Manager	\$ -	\$ -	\$ 70,493	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
19	Director of Real Estate and Consulting	\$ -	\$ -	\$ 159,585	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
20	Senior Facilities Manager	\$ -	\$ -	\$ 96,117	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
21	Senior General Manager	\$ 47,708.28	\$ 50,700	\$ 80,588	3.00	22%	0.66	\$ 53,188	\$ 53,188	\$ 53,188	\$ 53,188	\$ 53,188	\$ 257,973	\$ 106,376	\$ 364,349		
22	Janitor	\$ 10,126.46	\$ 20,175	\$ 41,055	10.00	5%	0.50	\$ 20,528	\$ 20,528	\$ 20,528	\$ 20,528	\$ 20,528	\$ 91,884	\$ 41,055	\$ 132,939		
23	Janitorial Supervisor	\$ -	\$ -	\$ 74,500	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
24	Lead Janitor	\$ -	\$ -	\$ 58,000	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
25	Maintenance Supervisor	\$ -	\$ -	\$ 69,499	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
26	Maintenance Worker I	\$ -	\$ -	\$ 43,560	3.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
27	Maintenance Worker II	\$ -	\$ -	\$ 50,496	4.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
28	Operations Manager	\$ -	\$ -	\$ 83,463	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
29	Property Supervisor	\$ -	\$ -	\$ 100,000	2.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
30	Unit Turnover Supervisor	\$ -	\$ -	\$ 74,800	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
31	Administrative Assistant			\$ 53,128	1.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
32	General Manager			\$ 71,713	2.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
33													\$ -	\$ -	\$ -		
34													\$ -	\$ -	\$ -		
55		\$ 207,930	\$ 209,703	TOTAL SALARIES				\$ 215,479	\$ 215,479	\$ 215,479	\$ 215,479	\$ 215,479	\$ 1,064,069	\$ 430,958	\$ 1,495,027		
56	TOTAL FTE			TOTAL FTE				4.40									
57	FRINGE BENEFIT RATE	43.00%	39.00%	FRINGE BENEFIT RATE				38.00%	38.00%	38.00%	38.00%	38.00%					
58	EMPLOYEE FRINGE BENEFITS	\$ 89,410	\$ 81,784	EMPLOYEE FRINGE BENEFITS				\$ 81,882	\$ 81,882	\$ 81,882	\$ 81,882	\$ 81,882	\$ 416,840	\$ 163,764	\$ 580,604		
59	TOTAL SALARIES & BENEFITS	\$ 297,340	\$ 291,487	TOTAL SALARIES & BENEFITS				\$ 297,361	\$ 297,361	\$ 297,361	\$ 297,361	\$ 297,361	\$ 1,480,909	\$ 594,722	\$ 2,075,631		
60																	
61																	
62																	

	A	B	E	H	K	N	S	V	AF	AG	AH	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											Page 7 of 21
2	OPERATING DETAIL											
3	Document Date	6/1/2022										
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)										
5	Program	Property Management at Six Buildings										
6	FSP Contract ID#	1000013751										
7	Budget Name	MHS - Property Management										
8		EXTENSION YEAR EXTENSION YEAR										
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years			
10		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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	7/1/2019 - 6/30/2024	7/1/2019 - 6/30/2026	7/1/2019 - 6/30/2026	
11		Current	Current	Current	Current	Current	New	New	Current	Amendment	New	
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property						\$ -	\$ -	\$ -	\$ -	\$ -	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 51,041	\$ 58,992	\$ 52,881	\$ 52,881	\$ 52,881	\$ 52,881	\$ 52,881	\$ 268,677	\$ 105,762	\$ 374,439	
15	Office Supplies, Postage		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	Building Maintenance Supplies and Repair	\$ 47,198	\$ 45,100	\$ 45,337	\$ 45,337	\$ 45,337	\$ 45,337	\$ 45,337	\$ 228,309	\$ 90,674	\$ 318,983	
17	Printing and Reproduction			\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	
18	Insurance						\$ -	\$ -	\$ -	\$ -	\$ -	
19	Staff Training						\$ -	\$ -	\$ -	\$ -	\$ -	
20	Staff Travel-(Local & Out of Town)						\$ -	\$ -	\$ -	\$ -	\$ -	
21	Rental of Equipment						\$ -	\$ -	\$ -	\$ -	\$ -	
22	Onsite services (Client activities, etc.)						\$ -	\$ -	\$ -	\$ -	\$ -	
23	Community Building and Housing Preservation	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,000	\$ 4,000	\$ 14,000	
24							\$ -	\$ -	\$ -	\$ -	\$ -	
42	Consultants/Subcontractors						\$ -	\$ -	\$ -	\$ -	\$ -	
43	Professional Computer Support						\$ -	\$ -	\$ -	\$ -	\$ -	
44	Anyreim						\$ -	\$ -	\$ -	\$ -	\$ -	
45	David Merino						\$ -	\$ -	\$ -	\$ -	\$ -	
46	Attorney/Legal Consultant						\$ -	\$ -	\$ -	\$ -	\$ -	
47	Solutions SF						\$ -	\$ -	\$ -	\$ -	\$ -	
48	Renoir Staffing						\$ -	\$ -	\$ -	\$ -	\$ -	
49	NPM Staffing						\$ -	\$ -	\$ -	\$ -	\$ -	
50	Premier Staffing						\$ -	\$ -	\$ -	\$ -	\$ -	
51	Mennonite Missionary Network						\$ -	\$ -	\$ -	\$ -	\$ -	
52	SF Patrol Special						\$ -	\$ -	\$ -	\$ -	\$ -	
68	TOTAL OPERATING EXPENSES	\$ 100,239	\$ 106,092	\$ 100,218	\$ 100,218	\$ 100,218	\$ 100,218	\$ 100,218	\$ 506,986	\$ 200,436	\$ 707,422	
69												
70	Other Expenses (not subject to indirect cost %)								\$ -	\$ -	\$ -	
71												
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
85												
86	Capital Expenses								\$ -	\$ -	\$ -	
87												
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
97	HS#3											

	A	B	E	H	K	N	S	V	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 10 of 21
2	OPERATING DETAIL										
3	Document Date	6/1/2022									
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)									
5	Program	Property Management at Six Buildings									
6	FSP Contract ID#	1000013751									
7	Budget Name	CoC - Operations & Admin									
8		EXTENSION YEAR EXTENSION YEAR									
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years		
10		9/1/2019 - 8/31/2020	9/1/2020 - 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 6/30/2024	9/1/2024 - 8/31/2025	9/1/2025 - 8/31/2026	7/1/2019 - 6/30/2024	7/1/2019 - 6/30/2026	7/1/2019 - 6/30/2026
11		Current	Current	Current	Current	Current	New	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property						\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 103,099	\$ 103,099	\$ 142,211	\$ 142,211	\$ 142,211	\$ 142,211	\$ 142,211	\$ 632,831	\$ 284,422	\$ 917,253
15	Office Supplies, Postage	\$ 4,745	\$ 4,745	\$ 4,745	\$ 4,745	\$ 4,745	\$ 4,745	\$ 4,745	\$ 23,725	\$ 9,490	\$ 33,215
16	Building Maintenance Supplies and Repair	\$ 101,029	\$ 99,220	\$ 98,834	\$ 98,834	\$ 98,834	\$ 98,834	\$ 98,834	\$ 496,751	\$ 197,668	\$ 694,419
17	Printing and Reproduction						\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance						\$ -	\$ -	\$ -	\$ -	\$ -
19	Staff Training						\$ -	\$ -	\$ -	\$ -	\$ -
20	Staff Travel-(Local & Out of Town)						\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment						\$ -	\$ -	\$ -	\$ -	\$ -
22	Onsite services (Client activities, etc.)						\$ -	\$ -	\$ -	\$ -	\$ -
23	Community Building and Housing Preservation						\$ -	\$ -	\$ -	\$ -	\$ -
24							\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants/Subcontractors						\$ -	\$ -	\$ -	\$ -	\$ -
43	Professional Computer Support						\$ -	\$ -	\$ -	\$ -	\$ -
44	Anyrelm						\$ -	\$ -	\$ -	\$ -	\$ -
45	David Merino						\$ -	\$ -	\$ -	\$ -	\$ -
46	Attorney/Legal Consultant						\$ -	\$ -	\$ -	\$ -	\$ -
47	Renoir Staffing						\$ -	\$ -	\$ -	\$ -	\$ -
48	NPM Staffing						\$ -	\$ -	\$ -	\$ -	\$ -
49	Premier Staffing						\$ -	\$ -	\$ -	\$ -	\$ -
50	Mennonite Missionary Network						\$ -	\$ -	\$ -	\$ -	\$ -
51	SF Patrol Special						\$ -	\$ -	\$ -	\$ -	\$ -
52							\$ -	\$ -	\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ 208,873	\$ 207,064	\$ 245,790	\$ 245,790	\$ 245,790	\$ 245,790	\$ 245,790	\$ 1,153,307	\$ 491,580	\$ 1,644,887
69											
70	Other Expenses (not subject to indirect cost %)								\$ -	\$ -	\$ -
71											
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85											
86	Capital Expenses								\$ -	\$ -	\$ -
87											
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	HSH #3										

	A	B	E	H	K	N	S	V	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	OPERATING DETAIL								
3	Document Date	6/1/2022							
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)							
5	Program	Property Management at Six Buildings							
6	F\$P Contract ID#	1000013751							
7	Budget Name	One-Time - COVID-19 MOD							
8							EXTENSION YEAR	EXTENSION YEAR	
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years
10		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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	7/1/2019 - 6/30/2026
11		Current	Current	Current	Current	Current	New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ -	\$ -				\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ -	\$ -				\$ -	\$ -	\$ -
15	Office Supplies, Postage	\$ -	\$ -				\$ -	\$ -	\$ -
16	Building Maintenance Supplies and Repair	\$ 122,731	\$ 240,800				\$ -	\$ -	\$ 363,531
17	Printing and Reproduction	\$ -	\$ -				\$ -	\$ -	\$ -
18	Insurance	\$ -	\$ -				\$ -	\$ -	\$ -
19	Staff Training and Support	\$ -	\$ -				\$ -	\$ -	\$ -
20	Staff Travel-(Local & Out of Town)	\$ -	\$ 50,400				\$ -	\$ -	\$ 50,400
21	Rental of Equipment	\$ -	\$ -				\$ -	\$ -	\$ -
22			\$ -				\$ -	\$ -	\$ -
48	<u>Consultants/Subcontractors</u>						\$ -	\$ -	\$ -
49	Legion Corporation		\$ 15,000				\$ -	\$ -	\$ 15,000
61			\$ -						
62	TOTAL OPERATING EXPENSES	\$ 122,731	\$ 306,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,931
63									
64	<u>Other Expenses (not subject to indirect cost %)</u>								
65			\$ -				\$ -	\$ -	\$ -
77									
78	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
79									
80	<u>Capital Expenses</u>								
81	Laptops for working from home (8 laptops)	\$ 12,114	\$ -				\$ -	\$ -	\$ 12,114
82	Sneeze Guard Installation at Front Desk Pacific Bay Inn	\$ 2,057	\$ -				\$ -	\$ -	\$ 2,057
83	Sneeze Guard Installation at Front Desk Empress	\$ 1,750	\$ -				\$ -	\$ -	\$ 1,750
88			\$ -						
89	TOTAL CAPITAL EXPENSES	\$ 15,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,921
91	HSH #3								1/22/2020

	A	B	E	H	K	N	S	V	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	OPERATING DETAIL								
3	Document Date	6/1/2022							
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)							
5	Program	Property Management at Six Buildings							
6	F\$P Contract ID#	1000013751							
7	Budget Name	One-Time - Prop C Bonus Pay							
8							EXTENSION YEAR	EXTENSION YEAR	
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years
10		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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	7/1/2019 - 6/30/2026
11		Current	Current	Current	Current	Current	New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
70	<u>Other Expenses (not subject to indirect cost %)</u>								
71	One-Time Prop C Bonus Pay		\$ 300,599	\$ 167,390			\$ -	\$ -	\$ 467,989
72									\$ -
83									
84	TOTAL OTHER EXPENSES	\$ -	\$ 300,599	\$ 167,390	\$ -	\$ -	\$ -	\$ -	\$ 467,989
85									
86	<u>Capital Expenses</u>								
87									\$ -
94									
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	HSH #3								1/22/2020

	A	B	E	H	K	N	S	V	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	OPERATING DETAIL								
3	Document Date	6/1/2022							
4	Provider Name	TIDES Center / Delivering Innovation in Supportiv							
5	Program	Property Management at Six Buildings							
6	F&P Contract ID#	1000013751							
7	Budget Name	One-Time Capital							
8									
9									
10									
11									
12	<u>Operating Expenses</u>								
70	Other Expenses (not subject to indirect cost %)								
71	Emergency Rehab of 4 Shared Bathrooms at the Star	\$ 54,840					\$ -	\$ -	\$ 54,840
72	Required Replacement of Fire Panel at Pacific Bay Inn	\$ 8,852					\$ -	\$ -	\$ 8,852
73	Camelot Phone System Replacement	\$ 21,148					\$ -	\$ -	\$ 21,148
74	Laptop computers to enable working from home (see COVID-19 MOD request)	\$ -					\$ -	\$ -	\$ -
75	Bio Remediation	\$ 11,783					\$ -	\$ -	\$ 11,783
76	Empress	\$ 12,512					\$ -	\$ -	\$ 12,512
77	Complete Building Lock Rekey at Windsor	\$ 11,797					\$ -	\$ -	\$ 11,797
78	Unit Rehab - Various Sites	\$ 8,870					\$ -	\$ -	\$ 8,870
79	Replacement of Elevator Smoke Guard at Camelot	\$ 10,940					\$ -	\$ -	\$ 10,940
80	Mattress Replacement - Various Sites (Ongoing Cost)	\$ -					\$ -	\$ -	\$ -
81	Elevator Major Repair at Le Nain	\$ 5,614					\$ -	\$ -	\$ 5,614
82	Major Plumbing Repair - Windsor	\$ 5,173					\$ -	\$ -	\$ 5,173
83	Major Elevator Repairs - Windsor	\$ 5,113					\$ -	\$ -	\$ 5,113
84	Major Electrical Repair - Windsor	\$ -					\$ -	\$ -	\$ -
85	Sneeze Guard Installation at Front Desk Pacific Bay Inn (COVID-19 Budget MOD)	\$ -					\$ -	\$ -	\$ -
86	Fire Control Panel Replacement - Star	\$ 2,917					\$ -	\$ -	\$ 2,917
87	Sneeze Guard Installation at Front Desk Empress (COVID-19 Budget Mod)	\$ -					\$ -	\$ -	\$ -
88	Community Room Furniture - Le Nain	\$ -					\$ -	\$ -	\$ -
89	Washer/ Dryer Installation - Windsor	\$ -					\$ -	\$ -	\$ -
90	Community Room Furniture - Empress	\$ -					\$ -	\$ -	\$ -
91	Building Wide wi-fi installation at Star	\$ 1,984					\$ -	\$ -	\$ 1,984
92	In Room Closets for Camelot	\$ -					\$ -	\$ -	\$ -
93	Electrical Panel Replacement at PBI	\$ 1,500					\$ -	\$ -	\$ 1,500
94	Freezer for bed bug mitigation - Windsor	\$ -					\$ -	\$ -	\$ -
101									
102	TOTAL OTHER EXPENSES	\$ 163,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,042
103									
104	<u>Capital Expenses</u>								
105	Security Cameras			\$ 121,250			\$ -	\$ -	\$ 121,250
106	Dutch Doors Installed portfolio wide			\$ 65,000			\$ -	\$ -	\$ 65,000
113	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ 186,250	\$ -	\$ -	\$ -	\$ -	\$ 186,250
115	HSH #3								1/22/2020

	A	F	M	T	AA	AH	AQ	AX	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	SALARY & BENEFIT DETAIL									
3	Document Date	6/1/2022								
4	Provider Name	TIDES Center / Delivering Innovation in Supportive Housing (DISH)								
5	Program	Property Management at Six Buildings								
6	F&P Contract ID#	1000013751								
7	Budget Name	Time-Limited COVID-19 Funding					EXTENSION YEAR	EXTENSION YEAR		
8		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	All Years	
9	POSITION TITLE	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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	7/1/2019 - 6/30/2026	
10		Current	Current	Current	Current	Current	New	New	New	
11		Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary
12	Assistant General Manager	\$7,935					\$ -	\$ -	\$ 7,935	
13	Desk Clerk	\$28,722					\$ -	\$ -	\$ 28,722	
14	Janitor	\$7,604					\$ -	\$ -	\$ 7,604	
15	Lead Janitor	\$1,800					\$ -	\$ -	\$ 1,800	
16	Lead Maintenance Worker	\$2,698					\$ -	\$ -	\$ 2,698	
17	Maintenance Worker I	\$5,163					\$ -	\$ -	\$ 5,163	
18	Maintenance Worker II	\$9,837					\$ -	\$ -	\$ 9,837	
54							\$ -	\$ -	\$ -	
55		\$ 63,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,759	
56										
57	FRINGE BENEFIT RATE	12.93%								
58	EMPLOYEE FRINGE BENEFITS	\$ 8,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,241	
59	TOTAL SALARIES & BENEFITS	\$ 72,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,000	
60										
61										
62										

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
 APPENDIX B, BUDGET

Document Date	6/1/2022									
Contract Term	Begin Date	End Date	Duration (Years)							
Current Term	7/1/2019	6/30/2024	5							
Amended Term	7/1/2019	6/30/2026	7							
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
HUD Award Information 24 CFR 578.99(e); 2 CFR 200.331(a)	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	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			
Federal Award Identification Number (from GIW Sheet)	CA0046L9T011811	CA0046L9T011912	CA0046L9T012013							
Federal Award Date (HUD Agreement Signature Date) 2 CFR 200.39	5/3/2019	4/29/2020	9/10/2021							

APPENDIX B, BUDGET

Document Date	6/1/2022		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	7/1/2019	6/30/2024	5
Amended Term	7/1/2019	6/30/2026	7

Permitted Subcontractors	
1	None.
2	
3	
4	
5	
6	
7	
8	

Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 3 Financial Matters of the 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:** Contractor invoices shall include actual expenditures for eligible activities incurred during the month.
- A. Timelines: Contractor shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 30 days after the month the service has occurred. All final invoices must be submitted 30 days after the close of the fiscal year or project period.

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

B. Invoicing System:

1. Contractor 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. Contractor'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. Contractor acknowledges that submittal of the invoice by Contractor's designated authorized personnel with proper login credentials constitutes Contractor's electronic

signature and certification of the invoice.

4. Contractor's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Contractor'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. Contractor 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 Contractor's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Contractor may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

1. Contractor shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Contractor is expected to spend down ongoing funding proportionally to the fiscal year or project period. Contractor 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 Contractors.

E. Documentation and Record Keeping:

1. In accordance with Article 3 Financial Matters and the Appendix A(s), Services to be Provided of the Agreement, Contractor 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 Contractor has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Contractor 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; Mental Health Services Act (MHSA); Prop C	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Contractor shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Contractor's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Contractor shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Contractor shall provide documentation, as requested by HSH. Each time an invoice is submitted, Contractor shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p>

General Fund; Mental Health Services Act (MHSA); Prop C	
Type	Instructions and Examples of Documentation
	Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Capital and/or One-Time Funding	Contractor shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Contractor shall maintain and provide documentation, as requested by HSH, for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement.

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
HUD CoC - Operating Services	Grantee may use this line item in accordance with 24 CFR § 578.55 - Operating Services. Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice. Grants with Rental Assistance may not have an Operations Line item within their budget. Documentation may include a General Ledger, or receipts of purchases, showing proof of costs related to the maintenance and repair of housing; property taxes and insurance; utility payments; furniture; and/or equipment.
HUD CoC - Administrative Costs	Grantee may use this line item in accordance with 24 CFR § 578.59 - Project Administrative Costs. Grantee shall upload all supporting documentation of eligible Administrative costs in CARBON with each invoice. HSH is required to share half of administrative funds with sub-recipients. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who work on CoC funded programs to provide duties, such as: <ul style="list-style-type: none"> • Program budgets and schedules;

	<ul style="list-style-type: none"> • Compliance with CoC requirements; • Monitoring of program activities for progress; preparing reports; • Coordinating the resolution of audit and monitoring findings; • Evaluation of program results against stated objectives; or • Management or supervision of persons whose primary responsibilities include the above-mentioned administrative tasks. <p>Documentation may also include receipts related to the costs for goods and services related to the administration of the CoC program, such as rental or purchase of equipment, insurance, utilities, office supplies and rental and maintenance of office space.</p>
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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 Contractor 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, Contractor, 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. Contractor 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 Contractor up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Contractor'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 Contractor's monthly invoices, Contractor shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Contractor 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 Contractor 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), Contractor 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, City and County of San Francisco Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement by and between the City and County of San Francisco, the Covered Entity (“CE”), and TIDES Center (“Contractor”), the Business Associate (“BA”), dated May 1, 2019 (FSP Contract ID# 1000013751) (“Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

CE, by and through the Department of Homelessness and Supportive Housing (“HSH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to comply with the terms and conditions of this BAA as a BA of CE.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

- A. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the

HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

- B. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Part 164, Subpart D.
- C. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- E. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- G. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- H. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- I. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- J. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

- K. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
- L. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- M. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- N. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- O. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- A. User Training.** The BA shall provide, and shall ensure that BA subcontractors provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.
- B. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as

necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

C. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

D. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

E. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and

documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

- F. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- G. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- H. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- I. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected

Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

J. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

K. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

L. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

M. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

N. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the

BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

- A. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]
- B. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- C. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- D. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- E. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Appendix E, Federal Requirements
Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City’s Grant Agreement, Professional Services Contract and/or Amendment documents (“Agreement”).

A. City. City means the City and County of San Francisco.

B. Subaward. Subaward means an award provided by a pass-through entity (e.g., the City) to a Subrecipient for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.1). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient:

- i. Has programmatic decision-making responsibility within the scope of services of the Agreement;
- ii. May determine client eligibility for the Federal program;
- iii. In accordance with its Agreement, uses the Federal funds to carry out all or part of a Federal program, as opposed to providing goods or services to help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

C. Third Party Subaward. Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

D. Contract and/or Subcontract. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.1). Characteristics of Subcontracts, as opposed to Subawards include but are not limited to that a Subcontractor:

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Agreement;
- ii. Does not determine client eligibility for the federal program; and
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

E. Third Party Subcontract. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from

time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

III. Requirements for Pass-Through Entities. (2 CFR §200.332)

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
- i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration¹) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
 - v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
 - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;
 - v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and

¹ 2 CFR § 200.332(a)(1)(xiv)

- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.339 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance. (2 CFR §200.318 through 200.326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following:
 - i. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of Contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding Contracts only to responsible Contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; maintaining records sufficient to detail the history of procurements;
 - ii. Providing full and open competition as per 2 CFR § 200.319; and
 - iii. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

V. Cost Principles Compliance. (2 CFR §200 Subpart E)

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this Agreement with the City. This includes but is not limited to compliance with §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they:
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100 percent of compensated activities;
 - iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
 - v. Comply with the established accounting policies and practices of the Subrecipient;
 - vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity;
 - vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));

- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

VI. Equal Employment Opportunity Compliance. *Applicable to all construction agreements awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees; 2 CFR §200 Appendix II(C).* Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VII. Davis-Bacon Act Compliance. *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance. *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

IX. Contract Work Hours and Safety Standards. *Applicable to all agreements awarded by Grantees and Subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(E).*

A. Compliance. Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime. No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for that employee's unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests. (2 CFR §200 Appendix II(F) and 2 CFR §200.315)

A. Title to intangible property (see 2 CFR §200.1 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this Agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 (e).

B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

XI. Debarment and Suspension. *(applicable to all Contracts and Subcontracts; 2 CFR §200 Appendix II(H))*

A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.

B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

XII. Byrd Anti-Lobbying Certification. *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(A) and by inclusion, 45 CFR Part 93)*

A. **Subrecipient hereby certifies**, to the best of their knowledge and belief, that"

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. Single Audit Requirements

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this Agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies

A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding Agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency’s mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the Federal awarding agency’s terms and conditions.

B. Further, all provisions of each Federal awarding agency’s incorporation of the Uniform Guidance are also hereby incorporated as reference:

- i. U.S. Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions);
- ii. U.S. Department of Housing and Urban Development: (no exceptions or additions);
- iii. U.S. Department of Education: (no exceptions); and
- iv. U.S. Department of Agriculture: 2 CFR Part 400.

XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude requirements for pass-through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement

- I.** Subrecipient shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - A. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project.
- II.** Subrecipient shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.
- III.** In the case of a project that provides housing or services to families, the Subrecipient shall designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.
- IV.** The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- V.** Subrecipient shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).



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 #: 220452

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
Bryn Miller	978-460-2875
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR TIDES Center	TELEPHONE NUMBER (415) 561-6400
STREET ADDRESS (including City, State and Zip Code) 1012 Torney Ave. San Francisco, CA 94129	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220452
DESCRIPTION OF AMOUNT OF CONTRACT \$53,456,932		
NATURE OF THE CONTRACT (Please describe) Second amendment to contract to provide supportive housing property management at six Delivering Innovation in Supportive Housing (DISH) buildings.		

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	Alston	Cheryl	Board of Directors
2	Fernandez	Michael	Board of Directors
3	Lloyd	Ed	Board of Directors
4	Marc Diaz	Marc	Board of Directors
5	Klatzky	Antoinette	Board of Directors
6	Wang	Tim	Board of Directors
7	Orr	Dylan	Board of Directors
8	Jackson	Regina	Board of Directors
9	Lee	Holden	Board of Directors
10	Jain	Suneela	Board of Directors
11	Landig	Jenifer	Board of Directors
12	Evans-Page	Janiece	CEO
13	Lee	Holden	CFO
14	Shannon	Dan	Other Principal Officer
15			
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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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.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Paulino, Tom \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Subject: Mayor - Resolution - THC Lease 1st Amendment
Date: Tuesday, April 26, 2022 10:10:33 PM
Attachments: [THC Master Lease Hotels - First Amendment - Resolution - Signed.pdf](#)
[THC Master Lease Hotels - First Amendment - Resolution - Word Doc.docx](#)
[THC Master Lease Hotels - First Amendment - Form 126.pdf](#)
[THC Master Lease Hotels - First Amendment - G-150 with Appendices.pdf](#)

Dear Clerks,

I hope the week is going well!

Please find attached for introduction to the Board of Supervisors **a Resolution approving the first amendment to the grant agreement between the Tenderloin Housing Clinic and the Department of Homelessness and Supportive Housing for master lease stewardship, property management, and support services in Permanent Supportive Housing; extending the grant term by four months for a total term of July 1, 2020, through June 30, 2024; and increasing the agreement amount by \$43,503,365 for a total amount not to exceed \$132,903,851.**

Please let me know if you have any questions.

Cheers,

Tom Paulino

He/Him

Liaison to the Board of Supervisors

Office of the Mayor

City and County of San Francisco