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

FIRST AMENDMENT TO GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO

THIS AMENDMENT of the **July 1, 2021** Grant Agreement (the "Agreement") is dated as of **August 5, 2021** and is made in the City and County of San Francisco, State of California, by and between **ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, the Board of Supervisors has established a new City department that will serve as the City's lead agency with respect to the provision and coordination of homeless services, and that such department will assume management of this Agreement.

WHEREAS, this Grant Agreement was procured as required through Request for Qualifications (RFQ) #127 Emergency Solutions Grant Program; and

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

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

- 1. **Definitions**. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) Agreement. The term "Agreement" shall mean the Agreement dated **July 1**, **2021** between Grantee and City.
 - (b) "HUD" shall mean the United States Department of Housing and Urban Development as referenced by Title 42 United States Code section 3532.
 - (c) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

August 5, 2021

- (d) "Subrecipient of HUD funding" shall mean a private nonprofit organization, State, local government, or instrumentality of State or local government that receives a subgrant from a Recipient of HUD funding to carry out a project as referenced by 24 Code of Federal Regulations part 578.3 (2015).
- **2. Modifications to the Agreement**. The Grant Agreement is hereby modified as follows:
 - 2.1 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS Section 5.4 State or Federal Funds of the Agreement currently reads as follows:
 - 5.4 Reserved. (State or Federal Funds).

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.4 State or Federal Funds

- (a) **Disallowance**. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **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 and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix F, Federal Requirements and Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement.
- **Section 6.7 Submitting False Claims; Monetary Penalties** of the Agreement hereby deleted and replaced in its entirety with:
 - **6.7 Submitting False Claims.** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided (dated July 1,

G-150 (6-19; HSH 8-19) F\$P#: 1000021524 2021), and Appendix A-1, Services to be Provided (dated August 5, 2021). Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2.3 Section 16.23 Additional Requirements for Federally-Funded Awards of the Agreement is hereby added to the Agreement:

16.23 Additional Requirements for Federally-Funded Awards

- (a) Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub-awards under the award.
- **Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

Appendix A, Services to be Provided, (dated July 1, 2021)

Appendix A-1, Services to be Provided, (dated August 5, 2021)

Appendix B, Budget, (dated August 5, 2021)

Appendix C, Method of Payment, (dated August 5, 2021)

Appendix D, Interests in Other City Grants

Appendix E, Permitted Subgrantees

Appendix F, Federal Requirements (dated August 5, 2021)

Appendix G, Housing and Urban Development (HUD) Subrecipient (dated August 5, 2021)

- **2.5 Section 17.10 Survival of Terms** of the Agreement is hereby deleted and replaced with the following:
 - **17.10 Survival of Terms**. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

- **2.6 Section 17.14 Services During a City-Declared Emergency** of the Agreement is hereby deleted and replaced with the following:
 - 17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided (dated July 1, 2021), an Appendix A-1, Services to be Provided (dated August 5, 2021). Any services provided beyond those listed in Appendix A, Services to be Provided (dated July 1, 2021), an Appendix A-1, Services to be Provided (dated August 5, 2021) must be approved by the Department.
- 2.7 Appendix A, Services to be Provided, of the Agreement is hereby reattached as Appendix A, Services to be Provided (dated July 1, 2021) and supplemented through the addition of Appendix A-1, Services to be

G-150 (6-19; HSH 8-19) F\$P#: 1000021524

- **Provided** (dated August 5, 2021) for the period of July 1, 2021 to June 30, 2022).
- **2.8 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget**, (dated August 5, 2021) for the period of July 1, 2021 to June 30, 2022.
- **2.9 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated August 5, 2022).
- **2.10** Appendix F, Federal Requirements, (dated August 5, 2021), is hereby added in its entirety as an appendix to this Agreement.
- **2.11** Appendix G, Housing and Urban Development (HUD) Subrecipient, (dated August 5, 2021) is hereby added in its entirety as an appendix to this Agreement.

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

CITY

GRANTEE

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

DocuSigned by: Shireen McSpadden

> Shireen McSpadden **Executive Director**

ST. VINCENT DE PAUL SOCIETY OF **SAN FRANCISCO**

By:

Shari Wooldridge **Executive Director**

City Supplier Number: 0000010571

DUNS Number: 078773173

Approved as to Form:

By:

Virginia Dario Elizondo

Virginia Dario Elizondo Deputy City Attorney

Appendix A, Services to be Provided by St. Vincent de Paul Society Multi-Service Center (MSC) South

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population to obtain emergency nighttime sleeping accommodations.

II. Served Population

Grantee shall serve adults, without custody of minor children, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Grantee shall determine possible accommodation of guests with service or companion animals at the shelter.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population. Grantee shall utilize the referral system established by the HSH, unless the City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

IV. Description of Services

Grantee shall provide emergency shelter services as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. <u>Shelter Operations</u>: Grantee shall operate the shelter to accommodate up to 340 guests at any given time, unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements. Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
 - 1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes.
 - 2. Reservations: Grantee shall accept and facilitate reservations, in accordance with City policy and the shelter facility's hours of operation.
 - 3. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillowcase, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity, and in accordance with the Shelter Standards of Care.

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¹ Including, but not limited to Shelter Standards of Care, as applicable: http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\$fn=defaul.

- 4. Meals: Grantee shall provide two meals per day to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project. Meal menus shall be posted daily.
- 5. Pets: Grantee shall provide a program that is pet-friendly, as well as accommodating to companion, service, and support animals.
- 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
- 7. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records.
- 8. Notice: Grantee shall provide written notice or warning to guests related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement.
- B. <u>Shelter Reservation Services</u>: Grantee shall manage and operate a shelter reservation service, a shelter reservation system, capturing client reservation and attendance information.
- C. <u>Drop In Services</u>: Grantee shall provide Drop In Services for up to 70 guests unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements. Drop In Services shall include an indoor place to sit for those with or without reservations; access to shower facilities; snacks; and medically requested respite for those with reservations.
- D. <u>Shelter Support Services</u>: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
 - 1. Orientation: Grantee shall provide weekly orientation meetings to new shelter guests.
 - 2. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas.
 - 3. Referrals and Coordination of Services: When behavioral health services are available onsite, Grantee shall refer to and coordinate with Department of Public Health (DPH) and/or community based Behavioral Health Services to help guests to access services available within the community. Grantee shall provide access to supportive services provided by DPH and/or ECS Behavioral Health Services. Grantee shall assist with matching referrals to DPH and/or community Behavioral Health Services.

Referrals and Coordination of Services: Grantee shall inform guests of or make referrals to Access Points. Grantee may provide other resources to help individuals stabilize and begin the progress out of homelessness.

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

V. Location and Time of Services

Grantee shall provide Shelter services seven days per week from 4:30 pm to 8:00 am at 525 5th Street, San Francisco, CA 94107.

Grantee shall provide Drop-In services 24 hours per day, seven days per week at 525 5th Street, San Francisco, CA 94107.

VI. Service Requirements

Grantee shall adhere to the following service requirements, unless otherwise directed by the City in cases of public health or other emergency situations:

A. <u>Shelter Expansion</u>: To respond to weather or other emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services.

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HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

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

C. Record Keeping:

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

D. Dietary and Food Safety

Grantee shall meet the following meal dietary requirements:

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

E. Facilities:

- 1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.

- b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
- c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
- F. <u>Good Neighbor Policies</u>: Grantee shall maintain a good relationship with the neighborhood, including:
 - 1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 - 2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
 - 3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
 - 4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building; and
 - 5. Active discouragement of loitering in the area surrounding the building.
- G. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and deescalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - 1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - 5. Assistance with conflict de-escalation and crisis management.
- H. Feedback, Complaint and Follow-up Policies

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

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

Grantee shall also respond to guest complaints in a timely manner that are brought through the Shelter Monitoring Committee, Mayor's Office on Disability, or HSH.

I. City Communications and Policies

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

- 1. Compliance with all Shelter and Resource Center Standards of Care as required by Administrative Code, Sec. 20.404^{Error! Bookmark not defined.};
- 2. Regular communication to HSH about the implementation of the program;
- 3. Attendance of HSH meetings and trainings, as required;
- 4. Attendance of an annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
- 5. Attendance of the Shelter Monitoring Committee Meetings;
- 6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
- 7. Adherence to the City service or companion animals policy;
- 8. Adherence to the HSH Cold/Wet Weather Policy;
- 9. Adherence to the TB Infection Control Guidelines for Homeless;
- 10. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- J. <u>Health Screening and Certifications</u>: Grantee shall obtain and maintain all required staff health screenings and certifications, including but not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- K. <u>Case Conferences</u>: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.

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

- L. <u>Admission Policy</u>: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that Participants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- M. <u>Disaster and Emergency Response Plan</u>: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

N. Data Standards:

- 1. When applicable, records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process.
- 2. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
- 3. Grantee shall be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
- 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.

VII. Service Objectives

Grantee shall achieve the following service objectives, unless directed otherwise by the City in a public health emergency:

- A. A minimum of 50 percent of single adults shall complete a Satisfaction Survey each quarter using the survey instrument provided by HSH.
- B. 100 percent of guests will be checked in to CHANGES upon entry into the shelter to determine if they have a reservation.

- C. Grantee will document attendance at 100 percent of monthly in-house Community Meetings.
- D. Grantee will document the average drop-in center use on a monthly basis.
- E. Grantee will ensure 100 percent of shelter staff are trained using the Homeless Shelter Training Manual.

VIII. Outcome Objectives

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

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as, but not limited to CHANGES, Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

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

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- critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

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

X. Monitoring Activities

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

Appendix A-1, Services to be Provided by St. Vincent de Paul Society Multi-Service Center (MSC) South Emergency Solutions Grant (ESG)

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations to individuals who are experiencing homelessness.

II. Served Population

Grantee shall provide Emergency Shelter services to households who meet Category 1, or 4 of homelessness in the U.S. Department of Housing and Urban Development's (HUD) Final Definition of Homeless¹:

- A. Category 1: Households who lack a fixed, regular, and adequate nighttime residence; this and includes a subset for an individual who is exiting an institution where he or she resided for 90 or fewer days and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; and/or
- B. Category 4: Households who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

III. Referral and Prioritization

All single households (e.g. single adults) currently enter emergency shelter through HSH's current shelter reservation system. In order to enter, the single adult must be age 18 or over, and

- A. Have a CHANGES (or successor system) profile with basic demographic information, including photo and finger images, if available in the software system; and
- B. Have a current Tuberculosis (TB) screening clearance. This documentation must be updated annually, or as recommended by the Department of Public Health (DPH); and
- C. Be able to self-care, as defined by the DPH.

Participants must obtain shelter reservations through HSH's current shelter reservation process through the HSH Guest Placement Team.

IV. Description of Services

Grantee shall provide Emergency Shelter Services up to a maximum of 340 single adults per year (Capacity may fluctuate and will be discussed between grantee and HSH depending on emergencies due to natural disasters, inclement weather, pandemics or

¹ See 24 CFR 576.2. Appendix A-1 to G-100 F\$P: 1000021524 other emergencies and per recommendations by the Department of Public Health) including the following services:

A. Emergency Shelter²:

Grantee shall provide Emergency Shelter Operations services, including:

- 1. Maintenance, including minor and routine repairs;
- 2. Rental of shelter location;
- 3. Security for shelter location;
- 4. Insurance associated with shelter location;
- 5. Utilities at shelter location;
- 6. Food served to program participants at shelter location; and
- 7. Shelter furnishings.

V. Location and Time of Services

Grantee shall provide Shelter services 24 hours per day, seven days per week at 525 5th Street, San Francisco, CA 94107.

VI. Service Requirements

- A. <u>Language and Interpretation Services</u>: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- B. <u>Critical Incidents</u>: Grantee shall report critical incidents in accordance with the HSH Program Manager instructions and any published HSH policies/procedures. Examples of critical incidents include death, fire, acts of violence, or any other incidents which require the involvement of emergency services.
- C. <u>Admission Policy</u>: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described, such policies must include a provision that referrals are accepted for services without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV/AIDS status.
- D. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide feedback about the program. Feedback methods shall include a written annual survey, which shall be offered to the served population to gather feedback, assess tenant satisfaction, and evaluate the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- E. <u>Grievance Procedure</u>: Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population,

² See 24 CFR §576.102, §576.2. Appendix A-1 to G-100

F\$P: 1000021524

which shall include the following elements as well as others that may be appropriate to the services:

- 1. The name or title of the person or persons authorized to make a determination regarding the grievance;
- 2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
- 3. The amount of time required for each step, including when a tenant can expect a response; and
- 4. The HSH Program Manager's contact information for the tenant to contact after the tenant has exhausted the Grantee's internal Grievance Procedure.

Grantee shall provide a copy of this procedure, and any amendments thereto, to each tenant over the age of 18 and obtain a signed copy of the form from the program tenant(s) which must be maintained in tenant files. Additionally, Grantee shall provide a copy of the procedure and any amendments to the HSH Program Manager.

F. City Communications, Trainings and Meetings

Grantee shall keep HSH informed of program operations and comply with HSH policies and requirements related to training and meeting participation including, but not limited to:

- 1. Regular communication with HSH about the implementation of the program;
- 2. Attendance of quarterly HSH meetings, as needed, and
- 3. Attendance of trainings, as requested by HSH.

G. Data Standards:

- Records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process.
- 2. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
- 3. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

- H. <u>Record Keeping, Documentation, and Files</u>: Grantee shall maintain confidential files on the served population.
- I. <u>Disaster and Emergency Response Plan</u>: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

VII. Service Objectives

Grantee shall achieve the following service objectives annually:

- A. One hundred percent of shelter guests shall be enrolled in ONE System; and
- B. Grantee shall administer an annual survey to 100 percent of guest that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives annually:

A. Grantee shall ensure that a minimum of 75 percent of guests participating in a Satisfaction Survey will rate the treatment by staff, quality of meals, connection to services and safety as good or excellent.

IX. Reporting Requirements

Grantee shall submit all data and reports as required by HSH, HUD, and MOHCD in a timely and accurate manner to ensure accurate HMIS data, Annual Performance Report (APR), Housing Inventory Count (HIC) reports, Point in Time (PIT) Counts, Systemwide Performance Measures (SPM) and supplementary materials.

- A. <u>Evaluative Studies</u>: Grantee shall participate, as requested by HSH, in evaluative studies designed to show the effectiveness of Grantee's services. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee or within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- B. Consolidated Annual Performance and Evaluation Report (CAPER): Grantee shall submit, to HSH, by the 45th day following the end of the project period, a report in CARBON summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Data collected in this report will be used in the CAPER and report out on the served population, including progress toward objectives, and the amount of grant and matching funds expended. Objectives shall include, but are not limited to:

Appendix A-1 to G-100 Page 4 of 5 August 5, 2021

- 1. Neighborhood of origin of individuals served;
- 2. Number of individuals moved into more stable housing; and
- 3. Number of individuals receiving shelter services.
- C. <u>Match Funds</u>: Per HSH instructions, Grantee shall identify, document, and report match funds for all ESG-funded grants that meet or exceed 100 percent of funds or in-kind contributions from other sources to be used on eligible costs of the project, as defined in 24 CFR Part 576³.
- D. <u>Personnel Activity Reports</u>: Per HSH instructions, Grantees, partners, and subcontractors shall create and maintain personnel activity report time records showing the amount of time spent by Grantee personnel on HUD ESG projects and the costs associated with those activities. All timekeeping records shall reflect a daily breakdown of time spent on HUD ESG-funded eligible activities versus non-eligible activities.
- E. Ad Hoc Reports: Grantee shall provide Ad Hoc reports as required by HSH.

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

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to programmatic monitoring and/or audits, at any time, such as, but not limited to, review of the following: served population files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of match sources, personnel activity reports, proper accounting for funds and other operational and administrative activities, back-up documentation for reporting progress towards meeting service and outcome objectives, and Disaster and Emergency Response Plan and training. For additional information regarding the monitoring requirements surrounding ESG, see ESG Subrecipient Grant Management:

 https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2
- B. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts, and Memorandum of Understanding (MOU), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

³ See 24 CFR 576.201. Appendix A-1 to G-100 F\$P: 1000021524

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	APPENDIX B, BUDG		ND SUPPORTIVE I	HOUSING												
	Document Date	8/5/2021	7													
3	Document Date	6/3/2021		Duration	1											
4	Contract Term	Begin Date	End Date	(Years)												
-	Current Term	7/1/2021	6/30/2022	1	-											
	Amended Term	7/1/2021	6/30/2022	1	1											
-																
-	Provider Name		Paul Society of Sa		-											
	Program		ice Center (MSC)	South	-											
	F\$P Contract ID#		1000021524													
	Action (select)		Amendment		-											
11	Effective Date		7/1/2021		1											
		MSC South Site D	o, ESG Shelter Op	erations												
	Budget Names															
12			•	1	J											
13		Current	New		,											
14	Term Budget	\$ 7,996,904	\$ 7,996,904		1											
15	Contingency	\$ 1,599,381	\$ 1,599,381	20%												
	Not-To-Exceed	\$ 9,596,285						Year 1						All Years		
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18					Cur	rent/Actuals		Amendment	Г	New	Cı	urrent/Actuals		Amendment		New
	Expenditures								Г			-				
	Salaries & Benefits				\$	5,609,779	\$	-	,	5,609,779	\$	5,609,779	\$	-	\$	5,609,779
	Operating Expense				\$	830,202	_	(0)	-	830,201	\$	830,202	\$	(0)	\$	830,201
	Subtotal				\$	6,439,980	_	(0)	-	6,439,980	\$	6,439,980	Ś	(0)	\$	6,439,980
	Indirect Percentage				T	5, 100,000	Ħ	(-)	ľ	2, 100,000	-	5, 100,000	_	(-)	-	0,100,000
	Indirect Cost (Line 2				\$	963,724	Ś	(0)	,	963,724	\$	963,724	\$	(0)	\$	963,724
	Other Expenses (No		rct %)		\$	593,200		-	-	593,200	\$	593,200	\$	- (0)	\$	593,200
	Capital Expenditure	t subject to mane	Ct 70)		\$	393,200	\$		-	393,200	\$	393,200	\$		\$	393,200
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	General Fund - Ongo	oing			\$	7,946,904	_		-	7,946,904	\$	7,946,904		-	\$	7,946,904
32					\$		\$	-	-	-	\$		\$	-	\$	
	HUD ESG (CFDA 14.2	231)			\$	50,000		-		50,000	\$	50,000	\$	-	\$	50,000
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40	Total HSH Revenues	·			\$	7,996,904.30	\$	-	Ę	7,996,904	\$	7,996,904	\$	-	\$	7,996,904
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50	Rev-Exp (Budget Ma	tch Check)			\$	-	Ľ		[, -	\$	-			\$	-
52	Total Adjusted Salar	y FTE (All Budgets	s)							83.70						-
53					_		•				•					
	Prepared by	La	atasha Bellamy		1											
5	Phone		209-643-3777		1											
	Email		a.bellamy@sfgov.o	ra	ł											
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3	Document Date	8/3/2021			1						
4	Contract Term	Begin Date	End Date	Duration (Years)							
5		7/1/2021	6/30/2022	1							
6	Amended Term	7/1/2021	6/30/2022	1							
7	Provider Name		le Paul Society of S	ļ						l	
-	Program		ervice Center (MS								
	F\$P Contract ID#		1000021524	-,							
_	Action (select)		Amendment								
11	Effective Date		7/1/2021								
_	Budget Name	MSC South Site D									
13		Current	New								
14	Term Budget	\$ 7,996,904	\$ 7,946,904		1						
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15		\$ 1,599,381	\$ 1,599,381	20%							
16	Not-To-Exceed	\$ 9,596,285	\$ 9,596,285				Year 1				All Years
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20	Operating Expense					5,609,779	\$ -	_		_	5,609,779 784,747
	Subtotal				\$	784,747 6,394,526	\$ (0)		784,747 6,394,525		6,394,525
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	Indirect Percentage	1 V I : 22)			\$	15.00%	ć (O)	۲.		۲.	050 170
	Indirect Cost (Line 21 X Line 22)					959,179	\$ (0)		959,179		959,179
	Other Expenses (Not subject to indirect %)					593,200	\$ -	\$	593,200	\$	593,200
_	Capital Expenditure				\$	7,946,904.30	\$ -	\$ \$	7.046.004	\$	7.046.004
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31	General Fund - Ongo	omg			\$	7,996,904	\$ (50,000)	\$	7,946,904	\$	7,946,904
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48					<u> </u>						
49	Total HSH + Other R	Revenues			\$	7,996,904	\$ (50,000)	\$	7,946,904	\$	7,946,904
50	Rev-Exp (Budget Ma	tch Check)			\$	50,000		\$		\$	-
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53	Prepared by		Latasha Bellamy								
54	Phone		209-643-3777		1						
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	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE	E HOUSING	3										<u></u>	
	SALARY & BENEFIT DETAIL			,										
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	Provider Name			enter (MSC)	of San Francis	ico								
	Program F\$P Contract ID#		00021524		South									
	Budget Name		South Site											
8						Yea	r1					All Years		
	POSITION TITLE						7/1/2021 -	7/1/2021 -	7/1/2021		7/1/2021 -	7/1/2021 -	7,	/1/2021 -
9	POSITION TITLE		Agency 1	Totals	For HSH Fur	ded Program	6/30/2022	6/30/2022	6/30/2022		6/30/2022	6/30/2022	6	/30/2022
10							Current/Actuals	Amendment	New	Cı	urrent/Actuals	Modification	Щ	New
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			ne Salary 1.00 FTE)	FTE	funded by this budget	Budgeted FTE	Budgeted Salary	Change	Budgeted Sai	агу в	udgeted Salary	Change	Bud	geted Sala
11		S	110,505	1.00		0.60	\$ 66,303	\$ -	\$ 66,3	03 \$	66,303	\$ -	\$	66,31
	Program Director	s	77,055	1.00		1.00			\$ 77,0			\$ -	\$	77,05
	Site Manager	\$	74,400	1.00		1.00	\$ 74,400	\$ -	\$ 74,4			\$ -	S	74,4
14	Supportive Srvcs Supervisor	S	62,400	1.00		1.00		\$ -	\$ 62.4		,	\$ -	S	62.4
15	Resource Specialist		. ,						,		. ,			. ,
16	Office Manager	\$	66,560	1.00		1.00	\$ 66,560	\$ -	\$ 66,5		,	\$ -	\$	66,5
17	Volunteer Coordinator	\$	72,400	1.00	90%	0.90	\$ 65,160	\$ -	\$ 65,1	60 \$	65,160	\$ -	\$	65,1
18	Food Services Supervisor	\$	72,400	1.00	100%	1.00	\$ 72,400	\$ -	\$ 72,4	00 \$	72,400	\$ -	\$	72,4
19	Lead Cooks	\$	50,523	3.30	100%	3.30	\$ 166,727	\$ -	\$ 166,7	27 \$	166,727	\$ -	\$	166,7
	Cooks/Kitchen Assistants	\$	45,864	10.00	100%	10.00	\$ 458,640	\$ -	\$ 458,6	40 \$	458,640	\$ -	\$	458,6
	Lead Launderer	\$	60.320	1.00	100%	1.00	\$ 60,320	s -	\$ 60,3	20 S	60.320	\$ -	Ś	60.3
		s	49.504	2.00	100%	2.00	\$ 99.008	s -	\$ 99.0	08 \$	99.008	s -	s	99.00
	Launderers	\$	46.717	12.00	100%	12.00	\$ 560,602	š -	\$ 560,6	02 \$	560,602	\$ -	\$	560,60
	Maintenance Workers	\$	63,024	1.00		1.00	\$ 63,024	\$ -	\$ 63,0		,	\$ -	\$	63,0
24	Handyman	s	66.560	6.50		6.50	,,.				,.	-		
25	Shift Supervisors		,				\$ 432,640	\$ -	, .		. ,	\$ -	\$	432,6
26	Program Aide - Day Shift	\$	45,718	8.00		8.00	\$ 365,747	\$ -	\$ 365,7		,	\$ -	\$	365,7
27	Program Aide - Swing Shift	\$	46,530	14.50	100%	14.50	\$ 674,679	\$ -	\$ 674,6	79 \$	674,679	\$ -	\$	674,6
28	Program Aide - Night Shift	\$	45,864	13.50	100%	13.50	\$ 619,164	\$ -	\$ 619,1	64 \$	619,164	\$ -	\$	619,1
	Bilingual Program Aide	\$	48,214	3.00	100%	3.00	\$ 144,643	\$ -	\$ 144,6	43 \$	144,643	\$ -	\$	144,6
	Crisis Intervention Specialist	\$	66,560	1.00	100%	1.00	\$ 66,560	\$ -	\$ 66,5	60 \$	66,560	\$ -	\$	66,56
	Housing Specialist	\$	66,560	1.00	100%	1.00	\$ 66,560	\$ -	\$ 66,5	60 \$	66,560	\$ -	\$	66,5
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56					TOTAL FTE	83.70	ļ							
57	1				FRINGE B	ENEFIT RATE	30.65%		30.6	5%				
58	ī			EN	IPLOYEE FRIN	IGE BENEFITS	\$ 1,315,971	\$ -	\$ 1,315,9	71 \$	1,315,971	\$ -	\$	1,315,9
59				TO	TAL SALARIES	& BENEFITS	\$ 5,609,779	\$ -	\$ 5,609,7	79 \$	5,609,779	s -	\$	5,609,7
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40	0 " 5		lgeted bense		Charres		Budgeted Expense		Budgeted Expense		Change		Budgeted Expense
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	Rental of Property	_		\$	•	\$		\$		\$	-	\$	
	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	3,600	\$	-	\$		\$	3,600	\$	-	\$	3,600
	Office Supplies, Postage	\$	13,500	\$	-	\$		\$	13,500	\$	-	\$	13,500
16	Building Maintenance Supplies and Repair	\$	1,522	\$	(0)	\$		\$	1,522	\$	(0)	\$	1,522
17	Printing and Reproduction			\$	-	\$		\$	-	\$	-	\$	
18	Insurance	\$	23,000	\$		\$	23,000	\$	23,000	\$	-	\$	23,000
19	Staff Training	\$	20,925	\$	-	\$	20,925	\$	20,925	\$	-	\$	20,925
20	Staff Travel-(Local & Out of Town)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
21	Rental of Equipment	\$	11,000	\$	-	\$	11,000	\$	11,000	\$	-	\$	11,000
22	Cleaning & Janitorial	\$	25,000	\$		\$	25,000	\$	25,000	\$		\$	25,000
23	Telephone	\$	25,607	\$		\$	25,607	\$	25,607	\$		\$	25,607
24	Staff Recruitment/Advertising	\$	3,400	\$		\$	3,400	\$	3,400	\$	-	\$	3,400
25	Vehicle Expense	\$	10,500	\$		\$	10,500	\$	10,500	\$	-	\$	10,500
26	Client Services & Supplies Excluding Food	\$	475,193	\$		\$	475,193	\$	475,193	\$		\$	475,193
27	Client Database Software	\$	9,000	\$	-	\$		\$	9,000	\$		\$	9,000
28		·	-,	\$		Ť	-,,,,,	\$		\$	-	\$	-
41				\$	_			\$	_	\$		\$	
42	Consultants			\$				\$		\$		\$	
43	IT Consultant	\$	7,500	\$		\$	7,500	\$	7,500	\$		\$	7,500
44	Pacific Coast Staffing	\$	130,000	\$		\$	130,000	\$	130,000	\$		\$	130,000
45	V	\$		\$		\$	•	\$	25,000	\$		\$	
	Security - Defense Logistics (only subject to first \$25k In	φ	25,000	\$	-	Ф	25,000	» \$	20,000	\$	-	\$	25,000
46				_	-	H		_	-	-	-	_	-
47				\$	-	<u> </u>		\$	-	\$	-	\$	-
67		_	=0.1 =	١.		_		_	=0:-:	_		_	=0:-
	TOTAL OPERATING EXPENSES	\$	784,747	\$	(0)	\$	784,747	\$	784,747	\$	(0)	\$	784,747
69										Ì			
	Other Expenses (not subject to indirect cost %)				1	_		<u> </u>		1	1		
71	ongoing placeholder - MCO used for laptops in FY20-21	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	-	\$	5,000
_	Security - Defense Logistics (only subject to first \$25k In	\$	588,200	<u> </u>		\$	588,200	\$	588,200	\$	-	\$	588,200
73				<u> </u>				\$	-	\$	-	\$	-
74								\$	-	\$	-	\$	
83						1					1		
84	TOTAL OTHER EXPENSES	\$	593,200	\$	-	\$	593,200	\$	593,200	\$	-	\$	593,200
96													
	HSH #3								Tarre	Jata	last modified		1/22/202

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1	DEPARTMENT OF H		-								744
2	APPENDIX B, BUDG	ET							·		
	Document Date	8/5/2021									
				Duration	1						
4	Contract Term	Begin Date	End Date	(Years)							
5	Current Term	7/1/2021	6/30/2022	1							
6	Amended Term	7/1/2021	6/30/2022	1							
7	Provider Name		aul Society of San	Francisco							
	Program		ce Center (MSC)								
	F\$P Contract ID#		1000021524								
	Action (select)		Amendment								
	Effective Date		7/1/2021								
_	Budget Name	ESG Shelter Ope	<u> </u>								
13	Duaget Hame	Current	New								
	Term Budget	\$ 50,000	_		1						
14	_										
_	Contingency	\$ 1,599,381		20%							
16	Not-To-Exceed	\$ 9,596,285	\$ 9,596,285				Year 1				All Years
				-	7	/1/2021 -	7/1/2021 -		7/1/2021 -		7/1/2021 -
						/30/2022	6/30/2022		6/30/2022		6/30/2022
17	1										
18	Francisco di trans				Curr	ent/Actuals	Amendment		New		New
	Expenditures				<u>,</u>			,		_	
_	Salaries & Benefits				\$	45.455	\$ -	\$	-	\$	
	Operating Expense				\$	45,455		\$	45,455	_	45,455
	Subtotal				\$	45,455		\$	45,455	\$	45,455
_	Indirect Percentage				<u> </u>	10.00%		L.	10.00%		
	Indirect Cost (Line 2	•			\$ \$	4,545	·	\$	4,545	\$	4,545
	5 Other Expenses (Not subject to indirect %)					-	\$ -	\$	-	\$	-
	Capital Expenditure				\$	-	\$ -	\$	-	\$	-
28	Total Expenditures				\$	50,000.00	\$ -	\$	50,000	\$	50,000
29											
30	HSH Revenues (sele	ct)									
31	General Fund - Ongo	oing						\$	-	\$	-
32								\$	-	\$	-
33	HUD ESG (CFDA 14.2	231)			\$	50,000		\$	50,000	\$	50,000
34								\$	-	\$	-
35								\$	-	\$	-
36								\$	-	\$	-
37								\$		\$	-
38								\$	-	\$	-
39								\$		\$	
40	Total HSH Revenue	s			\$	50,000.00	\$ -	\$	50,000	\$	50,000
	Other Revenues (to	offset Total Expe	nditures & Reduc	e HSH							
41	Revenues)									l	
42								\$	-	\$	-
43								\$	-	\$	-
44								\$	-	\$	-
45								\$	-	\$	-
46								\$	-	\$	-
47	Total Other Revenu	ies			\$	-	\$ -	\$	-	\$	-
					H			r		ŕ	
48	T-4-1 11012 : 012				_	F0 000 00		_	F0 000 00	_	F0 000 00
49	Total HSH + Other F				\$	50,000.00	\$ -	\$	50,000.00	\$	50,000.00
	Rev-Exp (Budget Ma	atch Check)			\$	-		\$	-	\$	-
52		T			1						
53	Prepared by	La	tasha Bellamy								
	Phone		09-643-3777								
55	Email	<u>latasha</u>	.bellamy@sfgov.or	9							
	I.	I.									

7/1/2021 - 7/1/2021 - 7/1/2021 - 7/1/2021 - 6/30/2022 6/2022	AG
2 DPERATING DETAIL 3 Document Date 8/5/2021 St. Vincent de Paul Society of Sar FP Contract ID# 1000021524 ESG Shelter Operations St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar Multi-Service Center (MSC) Souti 1000021524 St. Vincent de Paul Society of Sar 10000211- 1000021- 1000021	1/2021 - 7/1/2021 - 6/30/2022 6/30
3 Document Date 8/5/2021	1/2021 - 7/1/2021 - 6/30/2022 6/30
Provider Name	1/2021 - 7/1/2021 - 6/30/2022 6/30
FyP Contract ID# 1000021524	1/2021 - 7/1/2021 - 6/30/2022 6/30
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Year 1 Year 1 7/1/2021 - 6/30/2022 6/30/2022	1/2021 - 7/1/2021 - 6/30/2022 6/30
10	1/2021 - 7/1/2021 - 6/30/2022 6/30
10	/30/2022 6/30/2022 diffication New Change Budgeted Expense - \$ \$ \$ -
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12 Operating Expenses Expense Expense Expense Expense Expense Expense Change Expense Expense Company	Change Expense - \$ - \$ - \$ - \$
14 Utilities(Elec, Water, Gas, Phone, Scavenger) \$ - \$ - \$ - \$ 15 Office Supplies, Postage \$ - \$ - \$ - \$ 16 Building Maintenance Supplies and Repair \$ 45,455 17 Printing and Reproduction \$ - \$ - \$ - \$ 18 Insurance \$ - \$ - \$ - \$ 19 Staff Training \$ - \$ - \$ - \$	- \$ - - \$ -
14 Utilities(Elec, Water, Gas, Phone, Scavenger) \$ - \$ - \$ - \$ 15 Office Supplies, Postage \$ - \$ - \$ - \$ 16 Building Maintenance Supplies and Repair \$ 45,455 17 Printing and Reproduction \$ - \$ - \$ - \$ 18 Insurance \$ - \$ - \$ - \$ 19 Staff Training \$ - \$ - \$ - \$	- \$ -
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16 Building Maintenance Supplies and Repair \$ 45,455 \$ - \$ 45,455 \$ 45,455 \$ 17 Printing and Reproduction \$ - \$ - \$ - \$ \$ - \$ <t< td=""><td></td></t<>	
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1 1 1 1 T	- \$ -
21 Rental of Equipment \$ - \$ - \$	- \$ -
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42 <u>Consultants</u> \$ - \$	- \$ -
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53 \$ - \$	- \$ -
54 Subcontractors \$ - \$	- \$ -
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67	- v -
68 TOTAL OPERATING EXPENSES \$ 45,455 \$ - \$ 45,455 \$ \$	- \$ 45,455
69	
70 Other Expenses (not subject to indirect cost %)	
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83	1 *
84 TOTAL OTHER EXPENSES \$ - \$ - \$ - \$	- \$ -
85	
86 Capital Expenses	
87 \$ - \$	- \$ -
88 \$ - \$ - \$	- \$ -
94	14
95 TOTAL CAPITAL EXPENSES \$ - \$ - \$ - \$	- \$ -
96	
97 HSH #3 Template la	ast modified 1/22/2020

Appendix C, Method of Payment

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

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

B. <u>Invoicing System</u>:

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

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

D. Spend Down

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

E. <u>Documentation and Record Keeping</u>:

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

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

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

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

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

_	ban Development (HUD) Emergency Solutions Grant (ESG):
CFDA #14.231 Type	Instructions and Example of Documentation
Homelessness Prevention	Grantee may use this line item in accordance with 24 CFR 576.103, 576.105, and 576.106 – Homelessness Prevention. Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as: • Housing search and placement; • Housing stability case management; and/or • Mediation. Documentation may also include proof of eligible payment of
	rental or financial assistance paid on behalf of ESG participants.
Rapid Rehousing	Grantee may use this line item in accordance with 24 CFR 576.104, 576.105, and 576.106 – Rapid Rehousing.
	Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.

_	rban Development (HUD) Emergency Solutions Grant (ESG):
CFDA #14.231	
Type	Instructions and Example of Documentation
	Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as: • Housing search and placement; • Housing stability case management; and/or • Mediation.
	Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.
Emergency Shelter	Grantee may use this line item in accordance with 24 CFR 576.102, 576.2 – Shelter.
	Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.
	Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as: • Housing stability case management; • Life skills training; and/or • Mental health and/or substance abuse services.
	Documentation may also include proof of eligible payment of shelter maintenance; insurance; or utilities associate with a shelter location.

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

A. Advance Requirements:

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance

- certificates in place; prompt and properly documented invoicing; appropriate spend down);
- 2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
- 3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

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

C. Advance Repayment Process:

- 1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
- 2. All advance repayments must be recovered within the fiscal year for which it was made.
- 3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.
- **IV.** <u>Timely Submission of Reports and Compliance</u>: If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

Appendix F, 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

Appendix F to G-100 (3-21) F\$P#: 1000021524

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:
 - Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its i. 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);
- An approved federally recognized indirect cost rate negotiated between the iii. 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);
- A requirement that the Third Party Subrecipient permit the Subrecipient, the City, iv. 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
- Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR v. 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:
 - 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;
- Monitor the activities of the Third Party Subrecipient as necessary to ensure that the iii. 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;
- Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 iv. 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;

¹ 2 CFR § 200.332(a)(1)(xiv) Appendix F to G-100 (3-21)

- 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
- 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

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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(I) 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

Appendix F to G-100 (3-21) Page 6 of 7 F\$P#: 1000021524 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.

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Appendix G, 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).

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