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

FOURTH 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 July 1, 2022 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 Agreement was competitively procured as required through Request for Qualifications (RFQ) #127, issued January 30, 2020, and this modification is consistent therewith: and

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 376-22 on September 7, 2022 to extend the grant term by 21 months and increase the grant amount to approve the fourth amendment; 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.
 - Agreement. The term "Agreement" shall mean the Agreement dated July 1, (a) 2021 between Grantee and City; and First Amendment, dated August 5, 2021, and Second Amendment, dated April 19, 2022, and Third Amendment, dated June 28, 2022.
- 2. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:
 - 2.1 **ARTICLE 3 TERM** of the Agreement currently reads as follows:

G-150 (1-22; HSH 1-22) Page 1 of 5 July 1, 2022

F\$P: 1000021524

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

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **July 1, 2021** and expire on **September 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- 2.2 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS Section
 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:
 - (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million Nine Hundred Fifty One Thousand Seven Hundred Sixty Six** (\$8,951,766).
 - (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Hundred Thousand** (\$300,000) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds

G-150 (1-22; HSH 1-22) F\$P: 1000021524 by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS Section 5.1 Maximum Amount of Grant Funds

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Twenty Five Million Nine Hundred Thirty Eight Thousand Three Hundred Forty Eight Dollars (\$25,938,348).
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, Four Million Eight Hundred **Eighty Three Thousand Eight Hundred Ninety Two Dollars** (\$4,883,892) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

If to the Department or Department of Homelessness and Supportive Housing

Contracts Unit City:

440 Turk Street

San Francisco, CA 94102 hshcontracts@sfgov.org

If to Grantee: St. Vincent de Paul Society of San Francisco

> 1175 Howard Street San Francisco, CA 94103 Attn: Margi English

G-150 (1-22; HSH 1-22) Page 3 of 5 July 1, 2022

menglish@svdp-sf.org

Any notice of default must be sent by registered mail.

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

Appendix A-1, Services to be Provided

Appendix B, Budget (dated July 1, 2022)

Appendix C, Method of Payment

Appendix D, Interests in Other City Grants

Appendix E, Federal Requirements

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

2.5 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2022), for the period of July 1, 2021 to June 30, 2024.

G-150 (1-22; HSH 1-22) F\$P: 1000021524 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

By: Docusigned by:
Sluven McSpadden
CAD7B781896B449...

Shireen McSpadden Executive Director

ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO

By: Margi English

Margi English
Executive Director

City Supplier Number: 0000010571 Unique Entity ID: RNXFTHW14FC4

Approved as to Form: David Chiu

City Attorney

Virginia Dario Elizondo

F013CEBF5B1B482...

Vivinia Dario Elizando

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. Shelter Operations: Grantee shall operate the shelter to accommodate up to the number of guests listed on the Appendix B 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.

Appendix A to G-150

F\$P #: 1000021524 Page 1 of 10 June 28, 2022

¹ Including, but not limited to Shelter Standards of Care, as applicable: <a href="http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\$fn=default.htm\$3.0\$vid=amlegal:sanfranciscoca\$anc=JD 20.404.

- 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 the number of guests listed on the Appendix B 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

Page 2 of 10 June 28, 2022

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

1000021524 Page 3 of 10 June 28, 2022

within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

B. <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. <u>Dietary and Food Safety</u>

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

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.

Appendix A to G-150

F\$P #: 1000021524 Page 6 of 10 June 28, 2022

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

- 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.
- 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. Grantee shall ensure compliance with the HMIS Participation Agreement, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly date quality reports and correcting errors.
- 2. When applicable, records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process.
- 3. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
- 4. 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.
- 5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.

O. Harm Reduction:

Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH Overdose Prevention Policy. Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

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.

Page 8 of 10 June 28, 2022

- 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 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.
 - 1. Monitoring of program participation in the ONE system may include, but not limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.
- 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 number of single adults listed on the Appendix B per year (Capacity may fluctuate and will be discussed between grantee and HSH depending on emergencies due to natural disasters, inclement

¹ See 24 CFR 576.2. Appendix A-1 to G-150

F\$P: 1000021524

weather, pandemics or 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. <u>Feedback</u>, <u>Complaint and Follow-up Policies</u>: 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-150

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:

- 1. Grantee shall ensure compliance with the HMIS Participation Agreement, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly date quality reports and correcting errors.
- 2. 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.
- 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

- 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
- 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).

J. Harm Reduction:

Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow <u>HSH Overdose Prevention Policy</u>. Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

I. 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.

VII. 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.

VIII. 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:
 - 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.

IX. Monitoring Activities

A. <u>Program Monitoring</u>: 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

³ See 24 CFR 576.201. Appendix A-1 to G-150

Appendix A-1 to G-150 Page 5 of 6 June 28, 2022 F\$P: 1000021524

surrounding ESG, see ESG Subrecipient Grant Management: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2

- 1. Monitoring of program participation in the ONE system may include, but not limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.
- B. <u>Fiscal and Compliance Monitoring</u>: 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.

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	APPENDIX B, BUDGI											
3	Document Date	7/1/2022		Duration	1							
4	Contract Term	Pagin Data	End Date									
<u> </u>		Begin Date		(Years)								
5	Current Term	7/1/2021	9/30/2022	2								
6	Amended Term	7/1/2021	6/3/2024	3								
7	Provider Name		aul Society of San									
8	Program		ce Center (MSC) S	South								
9	F\$P Contract ID#		1000021524									
10	Action (select)	,	Amendment									
11	Effective Date		7/1/2022									
		MSC South Site D	, ESG Shelter Op	erations,								
		One-Time - Gene	ral Fund Carryfor	ward								
	Budget Names											
12												
13		Current	New		_							
14	Term Budget	\$ 8,651,766	\$ 21,054,456]							
	Contingency			4								
15		\$ 300,000	\$ 4,883,892	23%								
16	Not-To-Exceed	\$ 8,951,766	\$ 25,938,348			Year 1		Year 2		Year 3		All Years
						7/1/2021 -		7/1/2022-		7/1/2023 -		7/1/2021-
						6/30/2022		6/30/2023		6/30/2024		9/30/2022
17					·			<u> </u>				
18						New		New		New		New
	Expenditures								ļ.,			
_	Salaries & Benefits				\$	5,757,567	\$	4,752,910	\$	4,752,910	\$	15,263,387
	Operating Expense				\$	921,542	\$	896,062		896,062	\$	2,713,666
22	Subtotal				\$	6,679,108	\$	5,648,972	\$	5,648,972	\$	17,977,053
23	Indirect Percentage											
24	Indirect Cost (Line 2	1 X Line 22)			\$	998,002	\$	845,073	\$	845,073	\$	2,688,148
25	Other Expenses (No	t subject to indired	ct %)		\$	(797,146)	\$	593,200	\$	593,200	\$	389,254
26	Capital Expenditure				\$	-	\$	-	\$	-	\$	-
28	Total Expenditures				\$	6,879,965	\$	7,087,245.48	\$	7,087,245.48	\$	21,054,456
29	-											
30	HSH Revenues (selec	ct)					1					
31	General Fund - Ongo				\$	6,537,462	\$	7,037,246	\$	7,037,246	\$	20,611,953
	General Fund - COD				Ś	238,407	\$	-	Ś	-	Ś	238,407
	HUD ESG (CFDA 14.2				\$	50,000	\$	50,000	\$	50,000	\$	150,000
34	ESG One-Time				\$	50,000	\$	- 30,000	\$	-	¢	50,000
35	General Fund - One-	Timo Carryforwar	<u> </u>		\$	4,096	\$		\$	_	\$	4,096
	Scherai i uliu - Olle-	rine Carryiorwal	u		¢	4,030	\$		\$		ċ	4,030
36					ې د	-	_	<u>-</u>		-	<u>۲</u>	-
37					<u>ې</u>	-	\$		\$	-	\$	-
38					\$ \$	-	\$		\$	-	\$	-
39	-				\$	-	\$		\$	-	\$	-
40	Total HSH Revenues		III. 6 = :		\$	6,879,965	\$	7,087,246	\$	7,087,246	\$	21,054,456
Ī	Other Revenues (to	offset Total Expen	aitures & Reduce	<u> H5H</u>								
41	Revenues)						ļ					
42					\$	-	\$	-	\$	-	\$	-
43					\$	-	\$	<u>-</u>	\$	_	\$	_
44					\$	-	\$		\$		\$	
45					\$	-	\$		\$	-	\$	-
46					\$	-	\$		\$	-	\$	-
47	Total Other Revenu	es			\$	-	\$	-	\$	-	\$	-
48												
	Total HSH + Other R	Pavanuas			\$	6,879,965	\$	7,087,246	\$	7,087,246	\$	21,054,456
49						0,0/3,305		7,007,246		7,007,240		£1,U34,450
	Rev-Exp (Budget Ma		.		\$		\$	-	\$	-	\$	-
02	Total Adjusted Salar	y FTE (All Budgets)			83.30		86.30		86.30		
53		Г			1							
54	Prepared by	La La	tasha Bellamy									
	Phone	2	09-643-3777]							
	Email		.bellamy@sfgov.or	<u>g</u>	1							
	I.	<u> </u>			I							

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1 DEPARTMENT OF HOMELESSNESS AND SUPPORTI	B J	C	U	E	Н		J	ĸ	L L	0	Γ Ρ	Q	R	S	<u> </u>		BV
2 SALARY & BENEFIT DETAIL																<u> </u>	
3 Document Date	7/1/2022																
4 Provider Name	St. Vincent de Pa	•		0													
5 Program	Multi-Service Ce	enter (MSC) S	outh														
6 F\$P Contract ID#	1000021524	•										E)	XTENSION YE	AD			
7 Budget Name	MSC South Site		Year 1					Year 2				E/	Year 3	AK		ΔΙ	l Years
8			1601 1		7/1/2021 -			10012		7/1/2022-			100.5		7/1/2023 -		1/2021 -
POSITION TITLE	Agency T	otals	For HSH Fur	nded Program	6/30/2022	Agency T	otals	For HSH		6/30/2023	Agency To	otals		l Funded	6/30/2024		30/2024
10					New			Prog	gram	New			Pro	garm	New		New
	Annual Full	Position	% FTE	Adjusted		Annual Full	Position	% FTE	Adjusted		Annual Full Time	Position	% FTE	Adjusted			
	Time Salary	FTE	funded by	_	Budgeted Salary	Time Salary (for	FTF	funded by		Budgeted Salary	Salary (for 1.00	FTE			Budgeted Salary	Budge	ted Salary
11	(for 1.00 FTE)	1.00	this budget 60%		66,618.24	1.00 FTE) \$ 100,630	1.00	this budget 60%		\$ 60,378	FTE) \$ 100,630	1.00	this budget 60%	FTE 0.60	\$ 60,378	Ċ	187,375
12 Program Director	\$ 111,030				<u> </u>						·				<u> </u>		•
13 Site Manager	\$ 80,400	1.00		1.00	·		1.00	100%	1.00			1.00		1.00	,		220,400
14 Supportive Srvcs Supervisor	\$ 75,400	1.00		1.00			1.00	100%	1.00		ļ	1.00		1.00	·		205,400
15 Resource Specialist	\$ 70,720	1.00		1.00	-		1.00	100%	1.00	,	· ·	1.00		1.00			191,360
16 Program Assistant	\$ 72,020	1.00	100%	1.00	72,020.00	\$ 63,440	1.00	100%	1.00	\$ 63,440	\$ 63,440	1.00	100%	1.00	\$ 63,440	\$	198,900
17 Assistant Site Manager	\$ 75,400	0.75	100%	0.75	56,550.00	\$ 65,000	0.75	100%	0.75	\$ 48,750	\$ 65,000	0.75	100%	0.75	\$ 48,750	\$	154,050
18 Food Services Supervisor	\$ 73,330	1.00	100%	1.00	73,330.14	\$ 65,466	1.00	100%	1.00	\$ 65,466	\$ 65,466	1.00	100%	1.00	\$ 65,466	\$	204,262
19 Lead Cooks	\$ 52,853	3.30	100%	3.30	174,414.24	\$ 42,453	3.30	100%	3.30	\$ 140,094	\$ 42,453	3.30	100%	3.30	\$ 140,094	\$	454,603
20 Cooks/Kitchen Assistants	\$ 46,467	10.00	100%	10.00	464,672.00	\$ 38,147	10.00	100%	10.00	\$ 381,472	\$ 38,147	10.00	100%	10.00	\$ 381,472	\$	1,227,616
21 Lead Launderer	\$ 63,544	1.00	100%	1.00	63,544.00	\$ 53,144	1.00	100%	1.00	\$ 53,144	\$ 53,144	1.00	100%	1.00	\$ 53,144	\$	169,832
22 Launderers	\$ 48,547	2.00	100%	2.00	97,094.40	\$ 38,147	2.00	100%	2.00	\$ 76,294	\$ 38,147	2.00	100%	2.00	\$ 76,294	\$	249,683
23 Maintenance Workers	\$ 47,133	12.00	100%	12.00	565,593.60	\$ 38,147	12.00	100%	12.00	\$ 457,766	\$ 38,147	12.00	100%	12.00	\$ 457,766	\$	1,481,126
24 Handyman	\$ 63,024	1.00	100%	1.00	63,024.00	\$ 53,310	1.00	100%	1.00	\$ 53,310	\$ 53,310	1.00	100%	1.00	\$ 53,310	\$	169,645
25 Shift Supervisors	\$ 70,720	6.50	100%	6.50	459,680.00	\$ 63,440	6.50	100%	6.50	\$ 412,360	\$ 63,440	6.50	100%	6.50	\$ 412,360	\$	1,284,400
26 Program Aide - Day Shift	\$ 48,110	8.00	100%	8.00	384,883.20	\$ 38,147	12.00	100%	12.00	\$ 457,766	\$ 38,147	12.00	100%	12.00	\$ 457,766	\$	1,300,416
27 Program Aide - Swing Shift	\$ 48,339	14.50	100%	14.50	700,918.40	\$ 38,147	14.00	100%	14.00	\$ 534,061	\$ 38,147	14.00	100%	14.00	\$ 534,061	\$	1,769,040
28 Program Aide - Night Shift	\$ 46,904	13.50	100%	13.50	633,204.00	\$ 38,147	13.00	100%	13.00	\$ 495,914	\$ 38,147	13.00	100%	13.00	\$ 495,914	\$	1,625,031
29 Bilingual Program Aide	\$ 49,962	3.00	100%	3.00	149,884.80	\$ 39,562	3.00	100%	3.00	\$ 118,685	\$ 39,562	3.00	100%	3.00	\$ 118,685	\$	387,254
30 Crisis Intervention Specialist	\$ 70,720	1.00	100%	1.00	70,720.00	\$ 63,440	1.00	100%	1.00	\$ 63,440	\$ 63,440	1.00	100%	1.00	\$ 63,440	\$	197,600
31 Housing Specialist	\$ 70,720	0.75	100%	0.75	53,040.00	\$ 63,440	0.75	100%	0.75	\$ 47,580	\$ 63,440	0.75	100%	0.75	\$ 47,580	\$	148,200
32 Program Data Manager	\$ 78,039	1.00	40%	0.40	31,215.60	\$ 80,000	1.00	40%	0.40	\$ 32,000	\$ 80,000	1.00	40%	0.40	\$ 32,000	\$	95,216
33				0.00	\$ -									0.00	\$ -	\$	-
53				0.00	\$ -				0.00	\$ -				0.00	\$ -	\$	-
54				0.00	\$ -				0.00	\$ -				0.00	\$ -	\$	<u>-</u>
55			ТОТ	TAL SALARIES	4,406,926.62			TOTA	AL SALARIES	\$ 3,757,241			тот	AL SALARIES	\$ 3,757,241	\$ 1	1,921,409
56			TOTAL FTE	83.30				TOTAL FTE	86.30				TOTAL FTE	86.30			
57			FRINGE B	BENEFIT RATE	30.65%			FRINGE BE	NEFIT RATE	26.50%			FRINGE BE	NEFIT RATE	26.50%		
58		EN	IPLOYEE FRIM	NGE BENEFITS	1,350,639.92		EMP	LOYEE FRING	GE BENEFITS	\$ 995,669		EMI	PLOYEE FRIN	GE BENEFITS	\$ 995,669	\$	3,341,978
59		TO	TAL SALARIES	S & BENEFITS	\$ 5,757,567		TOT	L SALARIES	& BENEFITS	\$ 4,752,910		тот	AL SALARIES	& BENEFITS	\$ 4,752,910	\$ 1	5,263,387
60																	
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-	OPERATING DETAIL												
\vdash	Document Date												
4	Provider Name												
	Program												
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7	Budget Name												
			Year 1		Year 2		Year 3				All Years		
9			7/1/2021 -		7/1/2022-		7/1/2023 -	7	7/1/2021 -	7	7/1/2021 -	-	7/1/2021 -
10			6/30/2022		6/30/2023		6/30/2024		9/30/2022		6/30/2024		6/30/2024
11			New		New		New	Cur	rent/Actuals	M	odification		New
			Budgeted		Budgeted		Budgeted		Budgeted				Budgeted
	Operating Expenses		Expense		Expense		Expense		Expense		Change		Expense
	Rental of Property	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	3,600	\$	3,600	\$	3,600	\$	4,500	\$	6,300	\$	10,800
15	Office Supplies, Postage, and Meeting Costs	\$	16,500	\$	16,500	\$	16,500	\$	20,625	\$	28,875	\$	49,500
16	Building Maintenance Supplies and Repair	\$	1,522	\$	11,250	\$	11,250	\$	12,772	\$	11,250	\$	24,022
17	Printing and Reproduction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
18	Insurance	\$	25,500	\$	26,775	\$	26,775	\$	31,875	\$	47,175	\$	79,050
19	Staff Training	\$	20,925	\$	20,925	\$	20,925	\$	26,156	\$	36,619	\$	62,775
20	Staff Travel-(Local & Out of Town)	\$	-	\$	1,000	\$	1,000	\$	_	\$	2,000	\$	2,000
21	Rental of Equipment	\$	15,000	\$	15,000	\$	15,000	\$	18,750	\$	26,250	\$	45,000
22	Cleaning & Janitorial	\$	48,200	\$	48,200	\$	48,200	\$	54,200	\$	90,400	\$	144,600
23	Telephone	\$	27,622	\$	27,622	\$	27,622	\$	34,528	\$	48,339	\$	82,866
24	Staff Recruitment/Advertising	\$	3,400	\$		\$	3,400	\$	5,400	\$	4,800	\$	10,200
	Vehicle Expense	\$	10,500	\$	10,500	\$	10,500	\$	13,125	\$	18,375	\$	31,500
	Client Services, Supplies and Food	\$	500,000	\$	494,335	\$	494,335	\$	609,902	\$	878,768	\$	1,488,670
	Client Database Software	\$	9,000	\$	9,000	\$	9,000	\$	11,250	\$	15,750	\$	27,000
28			.,	Ť	- , 3	-	-,3	\$	-	\$	- ,	\$	-
41								\$	_	\$	_	\$	_
	Consultants							\$	_	\$	_	\$	
	IT Consultant	\$	7,500	\$	7,500	\$	7,500	\$	9,375	\$	13,125	\$	22,500
	Pacific Coast Staffing	Ψ \$	130,000	\$	130,000	\$	130,000	\$	162,500	\$	227,500	\$	390,000
	Security - Defense Logistics (only subject to first \$25k Ir		25,000	\$	25,000	\$	25,000	\$	31,250	\$	43,750	\$	75,000
46	Cooding - Defende Logistics (Only Subject to first \$20K II	Ψ	25,000	\$	20,000	Ψ	20,000	\$	01,200	\$	70,700	\$	7 3,000
47				Ψ	-			\$	<u>-</u>	\$		φ \$	-
67								Ψ	<u>-</u>	Ψ	-	Ψ	-
	TOTAL OPERATING EXPENSES	\$	844,269	\$	850,607	\$	850,607	\$	1,046,208	\$	1,499,275	\$	2,545,483
69	TOTAL OF ENATING EXPENSES	Φ	044,209	Φ	000,007	Φ	050,007	Φ	1,040,208	Þ	1,433,4/3	Φ	2,040,483
	Other Expenses (not subject to indirect cost %)												
	ongoing placeholder - MCO used for laptops/desktop in	\$	5,000	\$	5,000	\$	5,000	\$	6,250	\$	8,750	\$	15,000
	Security - Defense Logistics (only subject to first \$25k Ir		588,200	\$	588,200	\$	588,200	\$	731,357	\$	1,033,243	\$	1,764,600
	FY21-22 Adjust for Actuals	\$ \$	(1,409,442)		-	\$	-	\$	(1,409,442)	_	.,,	\$	(1,409,442)
74		Ψ	(1,400,442)	Ψ	-	Ψ	-	\$	· · · · · · · · · · · · · · · · · · ·	\$		\$	(1, 100, 172)
83								Ψ	<u>-</u>	Ψ	-	Ψ	-
	TOTAL OTHER EXPENSES	¢	(916.242)	¢	E02 200	ф	EU3 300	¢	(674 02F)	¢	1 044 002	Ф	270 450
	IOTAL OTHER EXPENSES	\$	(816,242)	Φ	593,200	\$	593,200	\$	(671,835)	\$	1,041,993	\$	370,158
96													
97	HSH #3							Template last modified 1/22/2020				1/22/2020	

BUDGET NARRATIVE Fiscal Year Fiscal Term Start Fiscal Term End FY22-23 <- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective MSC South Site D 7/1/2022 6/30/2023 <u>Adjusted</u> <u>Budgeted</u> Salaries & Benefits <u>Budgeted</u> **Justification** <u>Calculation</u> **Employee Name** <u>FTE</u> 0.60 \$ 60,378 The Program Director position is 0.60 FTE \$100,630.40 * 60%= \$60,378 Barr, Salvador Program Director Site Manager 1.00 \$ 70,000 The Site Manager position is 1.0 FTE \$70,000 * 100% = \$70,000 Aaron, Sharonda Supportive Srvcs Supervisor 1.00 \$ 65,000 The Supportive Services Supervisor position is 1.0 FTE \$65,000 * 100% = \$65,000 Seng, Maruth 1.00 \$ 60,320 This is 1 FTE for Resource Specialist that will support clients in moving forward with employment and educational needs. \$60,320 * 100% = \$60,320 Resource Specialist Ocegueda, Dora E 1.00 \$ 63,440 The Program Assistant positions is 1.0 FTE Program Assistant (\$2,400 * 13) + (\$2,480 * 13) = \$63,440Perez-Bautista, L. 0.75 \$ 48,750 The Assistant Site Manager position is 0.75 FTE Assistant Site Manager (\$65,000 * 75%) = \$48,750\$65,466 * 100% = \$65,466 Food Services Supervisor 1.00 \$ 65,466 The Food Services Supervisor is 1.0 FTE salary Garcia, Dinorah S 3.30 \$ 140,094 Lead Cook Salaries at 3.30 FTE Lead Cooks ((\$20.41 * 2080) * 3.30 = \$140,094Various Cooks/Kitchen Assistants 10.00 \$ 381,472 Cooks/Kitchen Assistants at 10 FTE ((\$18.34 * 2080) * 10 = \$381,472Various Lead Launderer 1.00 \$ 53,144 The Lead Launderer is 1.0 FTE (\$25.55 * 2080) = \$53,144de Genovez Orellana, Rafaela ((\$18.34 * 2080) * 2 = \$76,294Launderers 2.00 \$ 76,294 The Launderer is 2.0 FTE Xie, Guitao or Zhang, Yushu Maintenance Workers 12.00 \$ 457,766 Maintenance Salaries at 12 FTE ((\$18.34 * 2080) * 12 = \$457,766 Various 1.00 \$ 53,310 The Handyman is 1.0 FTE 25.630 Handyman (\$25.63 * 2080) = \$53,310Moran, Ricardo Shift Supervisors ((\$2,400 * 13) + (\$2,480 * 13)) * 6.50 = \$412,36030.500 6.50 \$ 412,360 Shift Supervisor Salaries Various 12.00 \$ 457,766 Day Shift Program Aides with active Drop In center, 24 hour operation ((\$18.34 * 2080) * 12.0 = \$457,766 18.340 Program Aide - Day Shift Various 14.00 \$ 534,061 Swing Shift Program Aides at 14.50 FTE ((\$18.34 * 2080) * 14 = \$534,061 18.340 Program Aide - Swing Shift Various Program Aide - Night Shift 13.00 \$ 495,914 Graveyard Shift Program Aides at 13.50 FTE ((\$18.34 * 2080) * 13 = \$495,91418.340 Various 3.00 \$ 118,685 Bilingual Program Aides 3 FTE Bilingual Program Aide ((\$19.02 * 2080) * 3.0 = \$118,68519.020 Various 30.500 1.00 \$ 63,440 The Crisis Intervention Specialist position is 1.0 FTE TBD Crisis Intervention Specialist (\$2,400 * 13) + (\$2,480 * 13) = \$63,440Housing Specialist 0.75 \$ 47,580 The Housing Specialist is 0.75 FTE with hazard pay ((\$2,400 * 13) + (\$2,480 * 13)) * 0.75 = \$47,580TBD 30.500 38.462 \$32,000 Program Data Manager 0.40 \$ 32,000 Program Data Manager at 0.40 FTE \$80,000 * 0.40 = \$32,000 Wong, Yueh Hai TOTAL 86.30 \$3,757,241 \$ 995,669 Includes FICA, SSUI, Workers Compensation and Medical calculated at 26.50 % of total salaries. Employee Fringe Benefits Salaries & Benefits Total \$4,752,910

<u>Budgeted</u> **Calculation** Operating Expenses <u>Justification</u> <u>Expense</u> Utilities(Elec, Water, Gas, Phone, Scavenger) \$ 3,600 Garbage collection fees at average \$300/month for 12 months \$300 x 12 = \$3,600 \$ 16,500 Office supplies, computers and accessories, printers and postage Office Supplies, Postage, and Meeting Costs and meeting food costs, at average \$1,375/month for 12 months \$ 11,250 Building maintenance and supplies for \$11,250. Remainder of budget is in ESG funds. Building Maintenance Supplies and Repair \$ 26,775 General commercial and liability insurance at \$2,231.25/month for 12 months \$2,231.25 x 12 = \$25,500 Insurance Staff training for 83.30 FTE x aprox. \$250/staff. Trainings include CAL-OSHA safety order, communicable disease prevention, deescalation training, proper food handling, disaster procedure, ADA

\$1,743.75 x 12 = \$20,925 \$ 20,925 requirements, cultural humility, standard of care training. Also Staff Training includes professional development (i.e. staff retreats), training food, transportation and meeting space rental. \$ 1,000 Staff transportation costs at \$83.33/month x 12 months = \$1,000 \$83.33 x 12 = \$1,000 Staff Travel-(Local & Out of Town) Rental of Equipment \$ 15,000 Monthly copier and wash rental at \$1,250/month for 12 months \$1,250 x 12 = \$15,000 \$ 48,200 Adjusted Cleaning and Janitorial to reflect the increased need due to the pandemic. Average of \$4,016.67/month x 12 months $$4,016.67 \times 12 = $48,200$ Cleaning & Janitorial \$ 27,622 Telephone, cell phone, internet, elevator line at average of \$2,301.83/month x 12 months Telephone \$2,301.83 x 12 = \$27,622 \$ 3,400 Recruitment and job posting costs and testing of SVDP employment canidates. Average \$283.33/month x 12 = \$3,400 Staff Recruitment/Advertising \$ 10,500 Vehicle insurance, gas, registration and maintenance. Average \$875/month x 12 months \$875/month x 12 = \$10,500 Vehicle Expense Client supplies and needs including blankets, sheets, towels, etc. Supplies - \$15,000/month x 12 months = \$180,000 Average at \$15,000/month x 12 months Breakfast, Lunch, Dinner snacks - \$26,194.58/month x 12 = Client Services, Supplies and Food \$ 494,335 Breakfast, lunch and dinner for clients at average \$21,667/month x Total \$494,335 Daily Snacks for clients at average of \$3,333/month x 12 months Client Database Software \$750 x 12 = \$9,000 \$ 9,000 Database support service \$750/month x 12 months \$ 32,955 Building maintenance and supplies at average of \$2,746.25/month for 12 months Building Maintenance Supplies and Repair - (ESG 10% \$2,746.25 x 12 months = \$32,955 \$ 5,000 Client supplies and needs including blankets, sheets, towels, etc. \$416.67 x 12 months = \$5,000 Client Supplies - (ESG 10% Indirect) Average at \$416.67/month x 12 months \$ 5,000 Client food and needs including snacks on average \$416.67 x 12 months = \$5,000 Client Food - (ESG 10% Indirect) Adjusted Cleaning and Janitorial to reflect the increased need due \$208.33 x 12 months = \$2,500 \$ 2,500 Adjusted Cleaning and Same 12.

to the pandemic. Average of \$208.33/month x 12 months Cleaning and Janitorial - (ESG 10% Indirect) <u>Consultants</u> \$ 7,500 IT consultant and related equipment install work on average \$625/month x 12 months \$625 x 12 = \$7,500 IT Consultant We anticipate temporary staffing need from Pacific Coast Staffing. Pacific Coast Staffing \$ 130,000 1.2 FTE at \$37.10/hour (including hazard pay), 8 hours/day at 365 \$37.10/hour x 8 hours/day x 1.2 FTE x 365 days = \$130,000 Security - Defense Logistics (only subject to first \$25k Inc \$ 25,000 Security services with hazard pay at \$35/hour x 2 security/shift, x 3 \$35/hour x 24 hours/day x 2 security x 365 days = \$613,200 \$25,000 subject to indirect TOTAL OPERATING EXPENSES \$ 896,062 Indirect Cost 15.0% \$ 845,073

Other Expenses (not subject to indirect cost %) Amount <u>Calculation</u> ongoing placeholder - MCO used for laptops/desktop in F \$ 5,000 Needed Desktops/Laptops for MSC 5,000.00 Security - Defense Logistics (only subject to first \$25k Inc \$ 588,200 Security services with hazard pay at \$35/hour x 2 security/shift, x 3 \$35/hour x 24 hours/day x 2 security x 365 days = \$613,200 shifts/day TOTAL OTHER EXPENSES \$ 593,200

Capital Expenses Calculation <u>Amount</u> <u>Justification</u> TOTAL CAPITAL EXPENSES

Admin Cost (HUD Agreements Only) <u>Amount</u> <u>Description</u> <u>Calculation</u> TOTAL ADMIN EXPENSES Allowable Admin Cost Difference #VALUE!

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

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1	A DEDARTMENT OF LI	B DMFLESCNISS AND	C C	D		G		J		M		AK
<u> </u>	DEPARTMENT OF HO		ID SUPPORTIVE H	OUSING								
	APPENDIX B, BUDGE Document Date		1									
3	Document Date	7/1/2022		Duration	1							
4	Contract Term	Begin Date	End Date	(Years)								
5	Current Term	7/1/2021	9/30/2022	2								
6	Amended Term	7/1/2021	6/30/2024	3								
7	Provider Name		aul Society of San		1							
			ice Center (MSC)									
	Program		` '	South								
9	F\$P Contract ID#		1000021524									
	Action (select)	,	Amendment									
	Effective Date		7/1/2022									
12	Budget Name	ESG Shelter Oper										
13		Current	New		1							
14	Term Budget	\$ 112,500	\$ 200,000									
15	Contingency	\$ 300,000	\$ 4,883,892	5%								
16	Not-To-Exceed	\$ 8,951,766	\$ 25,938,348	1		Year 1		Year 2		Year 3		All Years
10		,,		1								
						7/1/2021 -		7/1/2022-		7/1/2023 -		7/1/2021 -
17						6/30/2022		6/30/2023	(6/30/2024		6/30/2024
18						New		New		New		New
19	Expenditures											
20	Salaries & Benefits				\$	-	\$	-	\$	-	\$	-
21	Operating Expense				\$	77,273	\$	45,455	\$	45,455	\$	168,183
22	Subtotal				\$	77,273	\$	45,455	\$	45,455	\$	168,183
23	Indirect Percentage					10.00%		10.00%		10.00%		·
	Indirect Cost (Line 2:	1 X Line 22)			\$	7,727.25	\$	4,546	\$	4,546	\$	16,818
25	Other Expenses (Not		ct %)		\$	15,000	\$	-	\$	-	\$	15,000
	Capital Expenditure				\$	-	\$	-	\$	_	\$	-
28	Total Expenditures				\$	100,000	\$	50,001	\$	50,001	\$	200,001
29	Total Expellation Co				Ţ		<u> </u>	30,001		20,001	Ψ	200,001
	HSH Revenues (selec	·+)										
31	General Fund - Ongo				\$		\$	_	\$		\$	
32	General Fund - CODE				\$		٥	_	\$		۲	
	HUD ESG (CFDA 14.2				\$	50,000	\$	50,000	\$	50,000	\$	150,000
34	ESG One-Time	.51)			\$	50,000	\$	30,000	Ċ	30,000	ç	50,000
35	General Fund - One-	Timo Carryforwar	<u> </u>		\$	30,000	ر د		\$		ç	30,000
	General Fund - One-	Tillie Carrylol war	<u>u</u>		\$		<u>۲</u>		<u>ې</u>		۲	<u>-</u>
36					\$		\$	-	<u>ې</u>		\$	<u>-</u>
37							<u>ې</u>		<u>ې</u>		\$	<u>-</u>
38					\$	-	<u>۲</u>	-	<u>۲</u>	-	<u>۲</u>	
39	T-4-1 11011 5				\$	100.005	\$ 	-	\$	-	\$ *	-
40	Total HSH Revenues			11611	\$	100,000	\$	50,000	\$	50,000	\$	200,000
	Other Revenues (to	offset Total Expen	<u> aitures & Reduce</u>	HSH_								
41	<u>Revenues)</u>											
42					\$	-	\$	-	\$	-	\$	-
43					\$	-	\$	-	\$	-	\$	-
44					\$	-	\$	-	\$	-	\$	-
45					\$	-	\$	-	\$	-	\$	-
46					\$	-	\$	-	\$	-	\$	-
47	Total Other Revenue	es			\$	-	\$	-	\$	-	\$	-
48												
40 49	Total HSH + Other R	evenues			\$	100,000.00	\$	50,000.00	\$	50,000.00	\$	200,000.00
					_	230,000.00		30,300.00		20,000.00		
50 52	Rev-Exp (Budget Ma	ил спеск)			\$	-	\$	-	\$	-	\$	<u>-</u>
	Prepared by	1.0	tacha Ballamu		1							
53	Prepared by		tasha Bellamy		-							
	Phone	2	209-643-3777		1							
54	THORE		n.bellamy@sfgov.or		-							

	A		D	G	J	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIV	VE H	OUSING			
2	OPERATING DETAIL	_				
3	Document Date					
4	Provider Name					
5	Program	-				
6	F\$P Contract ID#	-				
7 8	Budget Name					
9			Year 1	Year 2	Year 3	All Years
10			7/1/2021 - 6/30/2022	7/1/2022- 6/30/2023	7/1/2023 - 6/30/2024	7/1/2021 - 6/30/2024
11			New	New	New	New
			Budgeted	Budgeted	Budgeted	Budgeted
12	Operating Expenses		Expense	Expense	Expense	Expense
13	Rental of Property	\$	-	\$ -	\$ -	\$
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$		\$ •	\$ -	\$ -
15	Office Supplies, Postage	\$		\$ -	\$ -	\$ -
16	Building Maintenance Supplies and Repair	\$	45,455	\$ 32,955	\$ 32,955	\$ 111,365
17	Printing and Reproduction	\$	-	\$ 1	\$ -	\$ -
18	Insurance	\$	-	\$ 1	\$ -	\$ -
19	Staff Training	\$	-	\$ 1	\$ -	\$ -
20	Staff Travel-(Local & Out of Town)	\$	-	\$ 1	\$ -	\$ -
21	Rental of Equipment	\$	-	\$ 1	\$ -	\$ -
22	Client Supplies	\$	10,000.00	\$ 5,000.00	\$ 5,000	\$ 20,000
23	Client Food	\$	10,000.00	\$ 5,000.00	\$ 5,000	\$ 20,000
24	Cleaning and Janitorial	\$	11,818.00	\$ 2,500.00	\$ 2,500	\$ 16,818
67						
68	TOTAL OPERATING EXPENSES	\$	77,273	\$ 45,455	\$ 45,455	\$ 168,183
69						
70	Other Expenses (not subject to indirect cost %)					
71	Moving Expenses and Household Assistance	\$	15,000	\$ -	\$ -	\$ 15,000
83						
84	TOTAL OTHER EXPENSES	\$	15,000	\$ -	\$ 	\$ 15,000
85						
86	Capital Expenses					
87						\$
88						\$ -
94						
95	TOTAL CAPITAL EXPENSES	\$	-	\$ -	\$ -	\$
96						
97	HSH #3					1/22/2020

	Α	В	С	l D	1	G		J		M		AK
1	DEPARTMENT OF H							<u> </u>		101		7413
2	APPENDIX B, BUDG											
3	Document Date	7/1/2022										
,	Contract Term	Begin Date	End Date	Duration (Years)								
-	Current Term	7/1/2021	9/30/2022		ł							
5 6	Amended Term	7/1/2021	6/30/2024	3								
7	Provider Name		le Paul Society of S				Ī					
	Program		ervice Center (MS		ł							
	F\$P Contract ID#	Width-5	1000021524	c) south	1							
	Action (select)		Amendment		1							
	Effective Date		7/1/2022									
	Budget Name	MSC South Site D										
13		Current	New		1							
14	Term Budget	\$ 8,535,170	\$ 20,850,360]							
	Contingency	\$ 300,000	\$ 4,883,892	- 5%								
15				4		Voca 1		Voca 2		Veer 2		All Vacus
16	Not-To-Exceed	\$ 8,951,766	\$ 25,938,348			Year 1		Year 2		Year 3		All Years
i						7/1/2021 -		7/1/2022-		7/1/2023 -		7/1/2021 -
17						6/30/2022		6/30/2023		6/30/2024		6/30/2024
18						New		New		New		New
19	Expenditures											
20	Salaries & Benefits				\$	5,757,567	\$	4,752,910	\$	4,752,910	\$	15,263,387
21	Operating Expense				\$	844,269	\$	850,607	\$	850,607	\$	2,545,483
22	Subtotal				\$	6,601,836	\$	5,603,517	\$	5,603,517	\$	17,808,870
23	Indirect Percentage					15.00%		15.00%		15.00%		
24	Indirect Cost (Line 2				\$	990,275		840,528	\$	840,528	\$	2,671,330
	Other Expenses (Not	subject to indired	ct %)		\$	(816,242)		593,200	\$	593,200	\$	370,158
26	Capital Expenditure				\$	-	\$	-	\$	-	\$	-
28	Total Expenditures				\$	6,775,869	\$	7,037,245	\$	7,037,244.98	\$	20,850,358
29												
	HSH Revenues (selec				4		_					
	General Fund - Ongo				\$	6,537,462	\$	7,037,246	\$	7,037,246	\$	20,611,953
_	General Fund - COD				\$	238,407	\$	-	\$	-	\$	238,407
	HUD ESG (CFDA 14.2	231)			\$		\$		۲		۲ (
	ESG One-Time	Time Counterne	.d		<u>ې</u>		\$ \$		\$	<u>-</u>	\$	
	General Fund - One-	Time Carrytorwar	a		<u>ې</u>		\$		<u>۲</u>	<u>-</u>	<u>۲</u>	
36 37					¢	-	\$	<u>-</u>	ç	<u>-</u>	ç	
38					\$		\$		\$		\$	
39					\$		\$		ς .		ς .	_
40	Total HSH Revenues	<u> </u>			\$	6,775,869	\$	7,037,246	\$	7,037,246	\$	20,850,360
70	Other Revenues (to		ditures & Reduce	HSH Revenues)	_	0,773,003	<u> </u>	7,037,240	7	7,037,240	7	20,030,300
41	, , , , , , , , , , , , , , , , , , , ,											
42					\$	_	\$	-	\$	-	\$	_
43					\$	-	\$	-	\$	_	\$	-
44					\$	-	\$	-	\$	_	\$	-
45					\$	-	\$	-	\$	-	\$	-
46					\$	-	\$		\$		\$	
47	Total Other Revenu	es			\$	-	\$	-	\$	-	\$	-
48												
49	Total HSH + Other R	evenues			\$	6,775,869	\$	7,037,246	\$	7,037,246	\$	20,850,360
_	Rev-Exp (Budget Ma				\$	-	\$	-	\$	-	\$	-
52	Lang (Suaget Mid				Υ		Υ		7		Υ	
53	Prepared by		Latasha Bellamy									
	Phone		209-643-3777		1							
	Email	<u>lata</u>	sha.bellamy@sfgov	/.org	1							

	Α	В	С	D	Е	F	G	Н	I	J
1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORT	IVE HOUSING						
2	APPENDIX B, BUDG	ET	_							
3	Document Date	3/9/2021								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	7/1/2021	9/30/2022	2						
6	Amended Term	7/1/2022	6/30/2024	2						
7						Year 1			Year 2	
8		Service (Component			/1/202: /30/202			/1/202 6/30/2	
10	Shelter Operations					340			340	
11	Drop In Services					70			70	
12										
13										
14										
15										
16										
17										
18										

	Α	В	С	D
1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORTI	VE HOUSING
2	APPENDIX B, BUDG	ET		
3	Document Date	6/28/2022		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	7/1/2021	9/30/2022	2
6	Amended Term	7/1/2021	6/30/2024	3
7				
8		Approved S	ubcontractors	
10	Defense Logistics			
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

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

D. Spend Down

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

E. Documentation and Record Keeping:

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

F\$P: 1000021524

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,

General Fund			
Type	Instructions and Examples of Documentation		
	and documentation for any Operating line items that exceed \$10,000.		
	Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.		
Capital and/or One-Time	Grantee shall maintain and provide documentation for all 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.		

Housing and Urban Development (HUD) Emergency Solutions Grant (ESG):				
CFDA #14.231				
Type	Instructions and Example of Documentation			
Homelessness	Grantee may use this line item in accordance with 24 CFR			
Prevention	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			
Danid	participants.			
Rapid	Grantee may use this line item in accordance with 24 CFR			
Rehousing	576.104, 576.105, and 576.106 – Rapid Rehousing.			

Housing and Urban Development (HUD) Emergency Solutions Grant (ESG):				
CFDA #14.231				
Type	Instructions and Example of Documentation			
	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.			
Emorgonav	Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants. Grantee may use this line item in accordance with 24 CFR			
Emergency Shelter	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.
- <u>Timely Submission of Reports and Compliance</u>: If a Grantee has outstanding items due to IV. 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.

F\$P: 1000021524

Appendix D - Interests In Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Department on the Status of Women – Rosalie House	07/01/2021-06/30/2022	\$309,123
San Francisco Department on the Status of Women – Brennan House	07/01/2021-06/30/2022	\$265,964
Division Circle	07/01/2021-06/30/2022	\$7,347,780
Riley Center Domestic Violence Coordinated Entry	01/01/2022-12/31/2022	\$100,000
Adult Access Point	07/01/2022-06/30/2022	\$452,406

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

I. Definitions

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

- A. City. City means the City and County of San Francisco.
- **B.** Subaward. Subaward means an award provided by a pass-through entity (e.g., the City) to a Subrecipient for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.1). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient:
 - i. Has programmatic decision-making responsibility within the scope of services of the Agreement;
 - ii. May determine client eligibility for the Federal program;
- iii. In accordance with its Agreement, uses the Federal funds to carry out all or part of a Federal program, as opposed to providing goods or services to help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

- C. Third Party Subaward. Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.
- **D.** Contract and/or Subcontract. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.1). Characteristics of Subcontracts, as opposed to Subawards include but are not limited to that a Subcontractor:
 - i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Agreement;
 - ii. Does not determine client eligibility for the federal program; and
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

- **E.** Third Party Subcontract. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.
- II. **Federal Changes**. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation

Appendix E to G-100 (3-21) Page 1 of 7 April 19, 2022

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 E 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

Appendix E to G-100 (3-21) Page 4 of 7 April 19, 2022

F\$P#: 1000021524

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 E to G-100 (3-21) Page 6 of 7 April 19, 2022

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.

F\$P#: 1000021524

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

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

Appendix F to G-100 (8-19) F\$P#: 1000021524