BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
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M E M O R A N D U M

HOMELESSNESS AND BEHAVIORAL HEALTH SELECT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Hillary Ronen, Chair
Homelessness and Behavioral Health Select Committee

FROM: John Carroll, Assistant Clerk

DATE: June 4, 2023

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 6, 2023

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, June 6, 2023. This resolution was acted upon at the Homelessness and Behavioral Health Select Committee meeting on June 2, 2023, at 9:00 a.m., by the votes indicated.

Item No. 41 **File No. 230571**

Resolution approving the second amendment to the grant agreement between Episcopal Community Services and the Department of Homelessness and Supportive Housing ("HSH") for shelter services at Sanctuary Shelter; extending the grant term by 36 months from June 30, 2023, for a total term of July 1, 2021, through June 30, 2026; increasing the agreement amount by $17,123,980 for a total amount not to exceed $25,755,271; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.

RECOMMENDED AS A COMMITTEE REPORT
Vote: Supervisor Hillary Ronen - Aye
Supervisor Rafael Mandelman - Aye
Supervisor Shamann Walton - Aye

Cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

File No. 230571 **Committee Item No.** 5
Board Item No. 41

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select **Date:** June 2, 2023
Board of Supervisors Meeting: **Date:** June 6, 2023

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	☒	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
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☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☐	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU - FY2023-2026 - Clean**
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☐	☐	**Grant Information Form**
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OTHER

☐	☒	DHSH Presentation – June 2, 2023
☒	☒	Amendment No. 1 – July 1, 2022
☒	☒	Original Agreement – July 1, 2021
☐	☒	Committee Report Request Memo – May 24, 2023
☐	☐	
☐	☐	
☐	☐	

Prepared by: Stephanie Cabrera **Date:** May 26, 2023
Prepared by: John Carroll **Date:** June 4, 2023
Prepared by: **Date:**

FILE NO. 230571 RESOLUTION NO.

[Grant Agreement Amendment - Episcopal Community Services - Sanctuary Shelter - Not to Exceed $25,755,271]

Resolution approving the second amendment to the grant agreement between Episcopal Community Services and the Department of Homelessness and Supportive Housing ("HSH") for shelter services at Sanctuary Shelter; extending the grant term by 36 months from June 30, 2023, for a total term of July 1, 2021, through June 30, 2026; increasing the agreement amount by $17,123,980 for a total amount not to exceed $25,755,271; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.

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

WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the Board of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed San Francisco's commitment to a continuum of shelter and service options for people experiencing homelessness; and

WHEREAS, As of the 2022 Point-in-Time Count, there were approximately 7,750 people experiencing homelessness in San Francisco on any given night, 56% of whom were unsheltered; and

WHEREAS, The City is committed to expanding and diversifying shelter services for people living unsheltered in our community while maintaining our existing programs; and

WHEREAS, The nonprofit provider Episcopal Community Services ("ECS") has extensive experience operating shelter programs; and

WHEREAS, When HSH was created in 2016, the Department inherited a grant agreement from the Human Services Agency with ECS for shelter services at Sanctuary Shelter ("Sanctuary"); and

WHEREAS, Upon expiration of that agreement, HSH selected ECS through Request for Qualifications #124 to continue to provide services at Sanctuary for up to 200 adult guests and entered an agreement with a term of July 1, 2019, through June 30, 2021, in an amount not to exceed $8,433,931; and

WHEREAS, HSH entered into a new grant agreement ("Agreement") in 2021 for the term of July 1, 2021, through June 30, 2022, in an amount not to exceed $6,110,917 with ECS to continue to provide shelter services at Sanctuary at a COVID-19 capacity, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 230571; and

WHEREAS, HSH executed a first amendment to the Agreement in June 2022, that extended the Agreement term for ECS to continue providing these services by 12 months for a total term of July 1, 2021, through June 30, 2023, and increased the not to exceed amount by $2,520,374 for a total amount not to exceed $8,631,291, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 230571; and

WHEREAS, Between July 1, 2021, and June 30, 2022, Sanctuary served 448 adult clients; and

WHEREAS, The proposed second amendment ("Amendment") to the Agreement would extend the Agreement for ECS to continue to provide these services by 36 months for a total term of July 1, 2021, through June 30, 2026, and

WHEREAS, The Amendment would increase the not to exceed amount by $17,123,980 for a total amount not to exceed $25,755,271, which covers the additional 36

months of services, an increase in the number of case managers and shelter monitors, and a Cost of Doing Business increase; and

WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of Supervisors in File No. 230571, substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; and

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

RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director of HSH ("Director") or their designee to execute the Amendment to extend the current term of July 1, 2021, through June 30, 2023, to July 1, 2021, through June 30, 2026, and to increase the not to exceed amount by $17,123,980 for a total amount not to exceed $25,755,271; and, be it

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

FURTHER RESOLVED, That within 30 days of the Amendment being executed by all parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 230571; this requirement and obligation resides with HSH, and is for the purposes of having a complete file only, and in no manner affects the validity of the approved agreement.

Recommended:

_____/s/_____

Shireen McSpadden

Executive Director

Department of Homelessness and Supportive Housing

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

May 23, 2023

TO: Homelessness & Behavioral Health Select Committee

FROM: Budget and Legislative Analyst

SUBJECT: June 2, 2023 Homelessness & Behavioral Health Select Committee Meeting

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Item 5 File 23-0571	Department: Homelessness and Supportive Housing

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the second amendment to the grant agreement between HSH and Episcopal Community Services (ECS) to operate the Sanctuary, a congregate shelter located at 201 8th Street.
- The proposed resolution would extend the term of the agreement by three years from June 30, 2023 to June 30, 2026 and increase the not-to-exceed amount to $25,755,271.

Key Points

- The proposed amendment increases the number of shelter beds from 124 to 136.
- According to the HSH FY 2021-22 performance monitoring report, which included a site visit, Episcopal Community Services' provision of services under the current contract have been satisfactory. They met all of their service and outcome objectives for the fiscal year, and they met all of their program-specific requirements as outlined in the monitoring report.

Fiscal Impact

- Episcopal Community Services is projecting to spend $5,022,612 per year under the proposed amendment, which is primarily funded by the General Fund.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

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

BACKGROUND

Episcopal Community Services (ECS) of San Francisco is an organization that provides services to people experiencing homelessness, and they are one of the largest providers of such services in San Francisco. The organization operates several emergency shelters, including the Sanctuary at 201 8th Street. The Sanctuary is a 24-hour congregate shelter. ECS has operated the Sanctuary shelter since before the Department of Homelessness and Supportive Housing's (HSH) founding in 2016. In 2019, HSH selected ECS through RFQ #124 to continue to provide services at the Sanctuary for up to 200 guests from July 2019 to June 2021.

Procurement Process

The existing agreement[1] was procured under Chapter 21B of the Administrative Code, which allows the Department of Homelessness & Supportive Housing (HSH) to award homeless service contracts without a competitive procurement process to expeditiously address the homelessness crisis. This code section sunsets in March 2024 or if the Point-in-Time Count falls below 5,250.

HSH entered into a grant agreement with ECS with an initial term July 2021 to June 2022 and a not-to-exceed amount of $6,110,917 to serve 124 guests at to COVID-informed capacity at Sanctuary. That agreement was amended to extend the term by one year to June 30, 2023 and increase the not-to-exceed amount to $8,631,291.

System of Care

The 2022 Point in Time Count found 4,397 unsheltered residents in San Francisco. According to HSH staff, there are 3,077 shelter beds or units available as of May 2023, including the Sanctuary that provides 124 beds at its current capacity.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the second amendment to the grant agreement between HSH and Episcopal Community Services to operate the Sanctuary, a congregate shelter. The proposed resolution would extend the term of the agreement by three years from June 30,

[1] Prior to the existing agreement, HSH provided a two-year grant to ECS to operate the Sanctuary shelter for FY 2019-20 and FY 2020-21 following a Request for Qualifications process in 2019.

2023 to June 30, 2026 and increase the not-to-exceed amount to $25,755,271. The scope of services that ECS is to provide under the agreement are:

- Provide emergency shelter operations to adults over 18 who are experiencing homelessness
- Maintain the facilities to create a clean, safe, and pest-free environment
- Provide clean bedding, laundry, breakfast, and dinner to guests
- Use City-approved system for guest referrals and intake
- Shelter support services, including housing-focused service plans for guests, support groups, wellness checks, and making referrals/coordinating other services for guests

Additionally, under the proposed amendment, Episcopal Community Services would continue providing case management services to guests, including helping eligible guests become ready for permanent housing. The proposed amendment increases the number of shelter beds at Sanctuary from 124 to 136.

Performance Monitoring

According to the HSH FY 2021-22 performance monitoring report, which included a site visit, Episcopal Community Services' provision of services under the current contract have been satisfactory. They met all of their service and outcome objectives for the fiscal year, and they met all of their program-specific requirements as outlined in the monitoring report. Additionally, they had a higher-than-required client satisfaction rating: of the 91 guests who completed quarterly satisfaction surveys, 83, or 92 percent, rated the services at Sanctuary as good or excellent.

Fiscal Monitoring

Episcopal Community Services' fiscal monitoring requirements were waived by the Human Services Agency in FY 2021-22. Departments may grant a one-year waiver from the citywide nonprofit fiscal and compliance monitoring program if the nonprofit meets certain eligibility requirements, including excellent fiscal performance in the monitoring year prior. The FY 2020-21 fiscal monitoring report contained no findings for Episcopal Community Services, so they were eligible for a waiver in FY 2021-22.

FISCAL IMPACT

The proposed amendment would increase the not-to-exceed amount by $17,123,980 to $25,755,271. Exhibit 2 below shows the change in the annual grant budget for the proposed second amendment.

Exhibit 2: Change in Annual Grant Budget

	Current	Proposed
	FY 2022-23	FY 2023-24
Salaries & Benefits	2,633,154	3,063,806
Operating Expenses	970,209	987,793
Indirect Costs	540,504	607,740
Other Expenses	602,216	359,180
Capital Expenses	40,514	4,093
Total Expenditures	**4,786,597**	**5,022,612**

Source: Appendix B, Proposed Second Amendment to ECS Grant Agreement

Other Expenses include property rental, utilities, and meals.

Exhibit 2 shows that Episcopal Community Services is projecting to spend $5,022,612 per year under the proposed amendment. This is $236,015 more per year than projected current year spending, an increase of 4.9 percent that reflects the Cost of Doing Business (CODB). Due to underspending in the initial year of the grant agreement, ECS was able to add five case managers, a compliance analyst, and three additional service coordinators in FY 2022-23 that are reflected in the FY 2022-23 grant budget shown above.

Exhibit 3 below shows the basis of the proposed resolution's not to exceed amount, which is based on actual and projected spending on the current grant agreement through FY 2022-23, the annual grant budget for the proposed three-year extension, and a 15 percent contingency.

Exhibit 3: Not to Exceed Amount

Contract Term	Actual & Projected Expenditures
July 1, 2021-June 30, 2022 (actual)	$3,640,664
July 1, 2022-June 30, 2023 (projected)	$4,786,597
Subtotal, Actual/Projected Expenditures	*$8,427,261*
July 1, 2023-June 30, 2024	$5,022,612
July 1, 2024-June 30, 2025	$5,022,612
July 1, 2025-June 30, 2026	$5,022,612
Subtotal, Proposed Expenditures	$15,067,836
Contingency (15%)	$2,260,175
Total	**$25,755,271**

Source: HSH

The agreement is primarily funded by the General Fund but includes $1,003,086 in Emergency Services Grant monies for operating expenses.

RECOMMENDATION

Approve the proposed resolution.

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Incomplete - Pending Signature

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230571

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

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Incomplete - Pending Signature

5. CONTRACTOR	
NAME OF CONTRACTOR Episcopal Community Services	**TELEPHONE NUMBER** (415) 487-3300
STREET ADDRESS (including City, State and Zip Code) 165 8th Street San Francisco, CA 94103	**EMAIL**

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 230571
DESCRIPTION OF AMOUNT OF CONTRACT $25,755,271		
NATURE OF THE CONTRACT *(Please describe)* Second amendment to the grant agreement between Episcopal Community Services and the Department of Homelessness and Supportive Housing for shelter services for adult guests at Sanctuary Shelter. Extends the grant term by 36 months from June 30, 2023, for a total term of July 1, 2021, through June 30, 2026, and increases the agreement amount by $17,123,980 for a total amount not to exceed $25,755,271.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

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Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Geeslin	Keith	Board of Directors
2	Tatsun	Yvonne	Board of Directors
3	Singer	Susanna	Board of Directors
4	Bond	Doug	Board of Directors
5	Clayter	Todd	Board of Directors
6	Ho	Heidi	Board of Directors
7	Jones	Martin	Board of Directors
8	Ketcham	Susan	Board of Directors
9	Martinez	Alejandro	Board of Directors
10	McTiernan	Megan	Board of Directors
11	Metoyer	Eric	Board of Directors
12	Rodriguez	Jon	Board of Directors
13	Shah	Tajel	Board of Directors
14	Silveira	Dara	Board of Directors
15	Springwater	Richard	Board of Directors
16	Solomon	Barbara	Board of Directors
17	Zaidi	Hassan	Board of Directors
18	Andrus	Marc	Board of Directors
19	Stokes	Mary Elizabeth	CEO

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Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Larra	Eric	CFO
21	Cordova	Mauricio	COO
22	Defense Logistics		Subcontractor
23			
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Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
39			
40			
41			
42			
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45			
46			
47			
48			
49			
50			
☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Episcopal Community Services: Sanctuary Shelter
Grant Agreement Second Amendment

Homelessness and Behavioral Health Select Committee | June 2, 2023

Proposed Amendment Details

- **Resolution:** Approve the **second amendment** to the grant agreement between HSH and **Episcopal Community Services** for services at **Sanctuary Shelter** located at 201 8th Street.

- **Term:**
  - Current Term: July 1, 2021 – June 30, 2023
  - Amended Term: **July 1, 2021 – June 30, 2026**

- **Amount:** Increases not-to-exceed amount by **$17,123,980** for a total not-to-exceed amount of **$25,755,271.**

Grant Agreement Overview

Description	Cost per Bed per Night: FY2023-24
Overall Agreement*	**$101**
Lease Cost	*$14*
Meals Cost	*$7*

**This agreement includes lease and meal costs, but does not include other associated costs such as shelter transport and shelter health.*

- Capacity to serve **136 adult guests**.
- **Shelter operations**: includes facility maintenance, laundry, meals, and stewarding lease agreement.
- **Support services**: includes intake, case management, referral and coordination to services like benefits and medical care, wellness checks, and activities.

Program Context

- **136 beds** of HSH's **2,277 shelter beds/units for adults**.
  - 1,306 beds (including Sanctuary) are congregate
- 31 beds at Sanctuary reserved for **referrals from CAAP** (Care not Cash)
- As of May 26, **93% occupancy** at this site.
- **520 people** served at Sanctuary in FY 2021-22

Clients Served: FY2021-22

35% Black

22% Latine

25% older adults 55+

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Questions?

Thank you!

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

SECOND AMENDMENT TO GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and EPISCOPAL COMMUNITY SERVICES

THIS AMENDMENT of the of the **July 1, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **EPISCOPAL COMMUNITY SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

WHEREAS, the City's Board of Supervisors approved this Second Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution <insert Resolution number> on <Month Date, Year> to extend the grant term by three years and increase the grant amount by $17,123,980; and

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

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

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

   (a) Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2021** between Grantee and City. and **First Amendment**, dated **July 1, 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:

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, 2023**, 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, 2026**, 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 of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million Six Hundred Thirty One Thousand Two Hundred Ninety One Dollars ($8,631,291)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Hundred Eleven Thousand Fourteen Dollars ($411,014)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations,

policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided, Appendix A-1, Services to be Provided, and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

(a) **Disallowance**. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or

under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

Grant Terms. The funding for this Agreement is provided in full or in part by a federal or state Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix E, Federal Requirements and Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement.

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

(c) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Five Million Seven Hundred Fifty Five Thousand Two Hundred Seventy One Dollars** (**$25,755,271**).

(d) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Two Hundred Sixty Thousand One Hundred Seventy Five Dollars** (**$2,260,175**) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided, Appendix A-1, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

(c) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(d) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

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

(c) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix E, Federal Requirements and Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement.

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

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

Appendix A, Services to be Provided (dated July 1, 2023)
Appendix A-1, Services to be Provided (dated July 1, 2023)
Appendix B, Budget (dated July 1, 2023)
Appendix C, Method of Payment (dated July 1, 2023)
Appendix D, Interests in Other City Grants (dated July 1, 2023)
Appendix E, Federal Requirements
Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement

2.4 **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated July 1, 2023), for the period of July 1, 2021 to June 30, 2026.

2.5 **Appendix A-1, Services to be Provided** of the Agreement is hereby replaced in its entirety by the modified **Appendix A-1, Services to be Provided** (dated July 1, 2023), for the period of July 1, 2021 to June 30, 2026.

2.6 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2023), for the period of July 1, 2021 to June 30, 2026.

2.7 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2023).

2.8 **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2023).

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	**EPISCOPAL COMMUNITY SERVICES**
By: _____ Shireen McSpadden Executive Director	By: _____ Mary Elizabeth Stokes Executive Director City Supplier Number: 0000020568 Unique Entity ID: C2R5P1LPC9M5

Approved as to Form:
David Chiu
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney

Appendix A, Services to be Provided
by
Episcopal Community Services
Sanctuary Shelter

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter operations and support services to the served population.

II. Served Population

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

III. Referral and Prioritization

Grantee shall provide services to individuals who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget ("Number Served" tab). The City may require Grantee to serve fewer guests to maintain the health and safety of guests in accordance with City requirements. In the future, the City may request that Grantee serve additional guests to maximize capacity at the site.

Grantee shall adhere to the Shelter Standards of Care Legislation[1] 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. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.

2. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (Wi-Fi).

3. Referrals and Reservations: Grantee shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.

[1] Shelter Standards of Care Legislation: https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200 .

4. Accommodations: Grantee shall provide clean bedding according to the Shelter Standards of Care[2].

5. Meals: Grantee shall provide breakfast and dinner to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project. Monthly meal menu shall be posted on a community board in a common area for all guests to see.

6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility, in accordance with Shelter Standards of Care legislation. Clients with excessive belongings will be referred to homeless storage options.

7. Entry and Exit: Grantee shall monitor guest entry and exit through guest records.

8. Laundry: Grantee shall provide laundry services for bedding and towels at least weekly, and with each turn-over of the guest assigned to a specific bed.

9. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, anytime emergency response is called to the site, a guest or staff person is seriously injured on or near the site, a guest is transported to the hospital, any incident that results in the immediate exit of a guest from the program, overdose/use of Narcan, and damage to the site that results in one or more guests having to be relocated.

B. Stewardship of the Lease:
   1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
   2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
   3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.

C. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.

[2] Shelter Standards of Care: https://sfgov.org/sheltermonitoring/sites/default/files/Standard%20of%20Care%20List.pdf

D. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:

1. Intake: Grantee shall conduct an intake, and make any updates, to determine and document guest identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of guest information with program partners, including the data tracking partners for purposes of program analysis.

2. Assessment and Individual Housing-focused Service Plan: Grantee shall conduct a support services assessment to document guest needs. Grantee shall create housing-focused service plans based on intake and assessment information. Housing-focused service plans shall include issues identified by the guest and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the guest's stay.

3. Engagement: Grantee shall actively engage with participants to support their connection to needed services, progress on their individual service plans and end participant homelessness. Grantee shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other shelter participants.

4. Case Management:
   a. Grantee shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
   b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual and couple focused, as appropriate to participant situation and needs.
   c. Grantee shall assist participants in Housing Referral Status stays in applying for and securing the required documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the ONE System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.

5. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
   a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g., County Adult Assistance Program (CAAP), CalWORKs, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
   b. Medical services, mental health, behavioral health and substance use treatment services;
   c. Supportive programs to support an individual's independence (e.g., In-Home Support Services); and
   d. Employment and job-related services (e.g., Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).

6. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.

7. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Grantee has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.

8. Wellness Checks: In accordance with HSH policies, Grantee shall conduct wellness checks once a day and as necessary, to identify guests who show signs of concern.

9. 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, including street frontage on both side of Post, 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.

10. Exit Planning: Grantee shall provide exit planning to participants preparing to leave the shelter for any number of reasons, including but not limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status participants exit their shelter program.

V. Location and Time of Services

Grantee shall provide services at 201 8th Street, San Francisco, CA 94103. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

A. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

B. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers.

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

D. Lease Agreement: Grantee shall execute and hold a lease agreement with the building owner of 201 8th Street. Shelter Expansion:
1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. 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. HSH is looking for providers at negotiated sites to be ready to provide expansion within 24 hours' notice, although HSH will attempt to give more advance notice whenever possible.

E. Staffing and Volunteers:
   1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
   2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
   3. Grantee shall employ at least one staff member on each shift that speaks Spanish.
   4. Grantee shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.

F. Possession of License/Permits: Grantee warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

G. Record Keeping and Files:
   1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
   2. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.

H. Meals and Food Safety:
   Grantee shall meet the following meal-related requirements:
   1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established many 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 handling and service has a valid Food Safety Certification.

I. Facilities

Grantee shall maintain facilities in full compliance with requirements of the law and local standards[1]. 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. Grantee shall ensure that janitorial services shall occur regularly, per shift.

1. 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.
2. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, 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.).
3. 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.
4. As the fulltime operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies the Grantee's Facilities Manager and maintenance staff.

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

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

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

L. City Communications and Policies
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to: hearings on issues related to homelessness[2]; SGAC meetings; Attendance of the Shelter Monitoring Committee Meetings[3]; Local Homeless Coordinating Board4; Stakeholder Meeting; and Shelter Access Workshops;
3. Attendance of trainings, as requested;
4. Adherence to the Shelter Standards of Care requirements.
5. Adherence to the Shelter Guest Advocate Agreement.
6. Adherence to the HSH Shelter Grievance Policy; and
7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.

M. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.

N. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.

O. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without

discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

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

Q. Partner Provider MOU: Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH. All MOUs shall be provided to HSH upon request.

R. Data Standards:
1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process[3] , including but not limited to:
   a. Entering all client data within three working days (unless specifically requested to do so sooner);
   b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
   c. Running monthly data quality reports and correcting errors.
2. Records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards[4].
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.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

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

VII. Service Objectives

Grantee shall achieve the following services objectives:

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

B. Grantee shall provide bed turnover services within 24 hours to 100 percent of beds needing turnover.

C. A minimum of 50 percent of the guests onsite during the quarterly satisfaction survey distribution period shall complete the survey instrument approved by HSH and a minimum of 75 percent of guests who complete a quarterly satisfaction survey shall rate the treatment of staff, connection to services, and safety as good or excellent.

D. 60 percent of guests shall attend monthly in-house Community Meetings as measured through sign-in sheets. (Unless excused for work, school, or medical appointments).

E. 100 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.

F. 100 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

A. 100 percent of client data shall be entered and routinely updated in RTZ and/or ONE, or other database mandated by City.

B. 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.

C. 80 percent of Housing Referral Status participants will receive support gathering and uploading of vital documents into the ONE system and meet document readiness standards within six months of initial intake.

IX. Reporting Requirements

Grantee shall input required data, such as when applicable, but not limited to the Online Navigation and Entry (ONE) system, RTZ and CARBON, as directed by the City.

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. This should include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.

C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.

D. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

E. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of 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.

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

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

X. Monitoring Activities

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

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

Appendix A-1, Services to be Provided
by
Episcopal Community Services
Emergency Solutions Grants (ESG) - Sanctuary Shelter

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter services 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 Homeless[1]:

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

Grantee shall provide services to individuals who meet Department of Homelessness and Supportive Housing established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

Grantee shall provide Emergency Shelter Services to the number of guests as described in Appendix B, Budget ("Number Served" tab), including the following services:

A. Emergency Shelter[2]:
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 guests at shelter location; and
7. Shelter furnishings.

[1] See 24 CFR 576.2.
[2] See 24 CFR §576.102, §576.2.

B. Stewardship of the Lease:
   1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
   2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
   3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.

V. Location and Time of Services

Grantee shall provide Shelter Services at 201 Eighth Street, San Francisco, CA 94103, seven days per week, 24-hours per day.

VI. Service Requirements

A. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

B. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers.

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

D. Critical Incidents: 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.

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

F. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide feedback about the program. Feedback methods shall include a written annual survey, which shall be offered to the served population to

gather feedback, assess client 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.

G. Grievance Procedure: Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population, 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.

H. 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.

I. Data Standards:
   1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process[3] , including but not limited to:
      a. Entering all client data within three working days (unless specifically requested to do so sooner);
      b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
      c. Running monthly data quality reports and correcting errors.
   2. Records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards[4].

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

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.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

J. Record Keeping, Documentation, and Files:
   1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
   2. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.

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

VII. Service Objectives

Grantee shall achieve the following service objectives annually:

A. Grantee shall maintain accurate client roster in the ONE system.

B. One hundred percent of shelter staff shall be trained in compliance with standards of care.

C. Grantee shall administer an annual survey to 100 percent of guests that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives annually:

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

IX. Reporting Requirements

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

A. Evaluative Studies: 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 and families served,
   2. Number of individuals moved int more stable housing; and
   3. Number of individuals and families receiving shelter services.

C. Match Funds: 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 576[4].

D. Personnel Activity Reports: 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.

[4] See 24 CFR 576.201.

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

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

X. Monitoring Activities

A. Program Monitoring: Grantee is subject to programmatic monitoring and/or audits, at any time, such as, but not limited to, review of the following: served population files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of match sources, personnel activity reports, proper accounting for funds and other operational and administrative activities, back-up documentation for reporting progress towards meeting service and outcome objectives, and Disaster and Emergency Response Plan and training. For additional information regarding the monitoring requirements surrounding ESG, see ESG Subrecipient Grant Management: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2/.
Monitoring of program participation in the ONE system may include, but is 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. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts, and Memorandum of Understanding (MOU), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**			
2	**APPENDIX B, BUDGET**			
3	**Document Date**	7/1/2023		
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**
5	**Current Term**	7/1/2021	6/30/2023	2
6	**Amended Term**	7/1/2021	6/30/2026	5
7	**Program**	**Sanctuary Shelter**		
8	**Approved Subcontractors**			
10	N/A			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**																		
2	**APPENDIX B, BUDGET**																		
3	**Document Date**	7/1/2021																	
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**															
5	**Current Term**	7/1/2021	6/30/2023	2															
6	**Amended Term**	7/1/2021	6/30/2026	5															
7	**Program**	**Sanctuary Shelter**																	
8																			
9	**HUD Requirments**				**Year 1**			**Year 2**			**Year 3**			**Year 4**			**Year 5**		
10	**HUD Award Information 24 CFR 578.99(e); 2 CFR 200.331(a)**				7/1/2021 - 6/30/2022			7/1/2022 - 6/30/2023			7/1/2023 - 6/30/2024			7/1/2024 - 6/30/2025			7/1/2025 - 6/30/2026		
11	HUD ESG Award Number				E-21-MC-06-0016			E-22-MC-06-0016			TBD			TBD			TBD		
12	HUD ESG Award Date				12/3/2021			9/26/2022			TBD			TBD			TBD		

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	7/1/2023		
Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2023	2
Amended Term	7/1/2021	6/30/2026	5
Program	**Sanctuary Shelter**		

Number Served	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Service Component:	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
Beds (pre-COVID19)	200	200	200	200	200
Beds (COVID19)	124	124	136	136	136

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	7/1/2023

Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2023	2
Amended Term	7/1/2021	6/30/2026	5

Provider Name	Episcopal Community Services
Program	Sanctuary Shelter
FSP Contract ID#	1000023961
Action (select)	Amendment
Effective Date	7/1/2023
Budget Names	**General Fund - Emergency Shelter & Support Services, Emergency Services Grant (ESG) - Shelter, COVID Lunches**

	Current	**New**	
Term Budget	$ 8,427,261	$ 23,495,096	15%
Contingency	$ 204,030	$ 2,260,175	
Not-To-Exceed	$ 8,631,291	$ 25,755,271	

	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**All Years**
			EXTENSION YEAR	EXTENSION YEAR	EXTENSION YEAR	
	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2026
	Actuals	**Current**	**New**	**New**	**New**	**New**
Expenditures						
Salaries & Benefits	$ 2,125,479	$ 2,633,154	$ 3,063,806	$ 3,063,806	$ 3,063,806	$ 13,950,051
Operating Expense	$ 1,082,147	$ 970,209	$ 987,793	$ 987,793	$ 987,793	$ 5,015,734
Subtotal	$ 3,207,625	$ 3,603,363	$ 4,051,599	$ 4,051,599	$ 4,051,599	$ 18,965,785
Indirect Cost	$ 478,760	$ 540,504	$ 607,740	$ 607,740	$ 607,740	$ 2,842,484
Other Expenses (Not subject to indirect %)	$ (49,472)	$ 602,216	$ 359,180	$ 359,180	$ 359,180	$ 1,630,284
Capital Expenditure	$ 3,750	$ 40,514	$ 4,093	$ 4,093	$ 4,093	$ 56,543
Total Expenditures	**$ 3,640,664**	**$ 4,786,597**	**$ 5,022,612**	**$ 5,022,612**	**$ 5,022,612**	**$ 23,495,096**
HSH Revenues:*						
General Fund - Ongoing	$ 4,057,332	$ 4,523,512	$ 4,805,612	$ 4,805,612	$ 4,805,612	$ 22,997,679
HUD ESG (CFDA 14.231)	$ 89,000	$ 217,000	$ 217,000	$ 217,000	$ 217,000	$ 957,000
HUD ESG (CFDA 14.231) - One-Time	$ -	$ 46,085	$ -	$ -	$ -	$ 46,085
Adjustment to Actuals	$ (505,668)	$ -	$ -	$ -	$ -	$ (505,668)
	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH Revenues	**$ 3,640,664**	**$ 4,786,597**	**$ 5,022,612**	**$ 5,022,612**	**$ 5,022,612**	**$ 23,495,096**
Total Other Revenues	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH + Other Revenues	**$ 3,640,664**	**$ 4,786,597**	**$ 5,022,612**	**$ 5,022,612**	**$ 5,022,612**	**$ 23,495,096**
Total Adjusted Salary FTE (All Budgets)	28.70	37.00	35.82	35.82	35.82	

Prepared by	Tiffany Luong
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Email	tluong@ecs-sf.org

* HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors' discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the Grant Agreement document (G-100).

Template last modified **9/1/2021**

	A	B	C	D	E	H	M	P	S	AK
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**									
2	**APPENDIX B, BUDGET**									
3	**Document Date**	7/1/2023								
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**						
5	**Current Term**	7/1/2021	6/30/2023	2						
6	**Amended Term**	7/1/2021	6/30/2026	5						
7	**Provider Name**	Episcopal Community Services								
8	**Program**	Sanctuary Shelter								
9	**F$P Contract ID#**	1000023961								
10	**Action (select)**	Amendment								
11	**Effective Date**	7/1/2023								
12	**Budget Name**	**General Fund - Emergency Shelter & Support Services**								
13		**Current**	**New**							
14	**Term Budget**	$ 8,010,545	$ 22,427,380	15%						
15	**Contingency**	$ 204,030	$ 2,260,175							
16	**Not-To-Exceed**	$ 8,631,291	$ 25,755,271							
17							EXTENSION YEAR	EXTENSION YEAR	EXTENSION YEAR	
18					**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**All Years**
19					7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2026
20					**Actuals**	**Current**	**New**	**New**	**New**	**New**
21	**Expenditures**									
22	Salaries & Benefits				$ 2,125,479	$ 2,633,154	$ 3,063,806	$ 3,063,806	$ 3,063,806	$ 13,950,051
23	Operating Expense				$ 1,002,683	$ 741,439	$ 799,097	$ 799,097	$ 799,097	$ 4,141,412
24	Subtotal				$ 3,128,161	$ 3,374,593	$ 3,862,903	$ 3,862,903	$ 3,862,903	$ 18,091,463
25	Indirect Percentage				15.00%	15.00%	15.00%	15.00%	15%	
26	Indirect Cost (Line 24 X Line 25)				$ 469,224	$ 506,189	$ 579,435	$ 579,435	$ 579,435	$ 2,713,720
27	Other Expenses (Not subject to indirect %)				$ (114,103)	$ 602,216	$ 359,180	$ 359,180	$ 359,180	$ 1,565,653
28	Capital Expenditure				$ 3,750	$ 40,514	$ 4,093	$ 4,093	$ 4,093	$ 56,543
30	**Total Expenditures**				**$ 3,487,033**	**$ 4,523,512**	**$ 4,805,612**	**$ 4,805,612**	**$ 4,805,612**	**$ 22,427,380**
31										
32	HSH Revenues:									
33	General Fund - Ongoing				$ 3,984,945	$ 4,523,512	$ 4,805,612	$ 4,805,612	$ 4,805,612	$ 22,925,292
39	Adjustment to Actuals				$ (497,912)	$ -	$ -	$ -	$ -	$ (497,912)
41							$ -	$ -	$ -	$ -
42	**Total HSH Revenues**				**$ 3,487,033**	**$ 4,523,512**	**$ 4,805,612**	**$ 4,805,612**	**$ 4,805,612**	**$ 22,427,380**
48							$ -	$ -	$ -	$ -
49	**Total Other Revenues**				$ -	$ -	$ -	$ -	$ -	$ -
51	**Total HSH + Other Revenues**				**$ 3,487,033**	**$ 4,523,512**	**$ 4,805,612**	**$ 4,805,612**	**$ 4,805,612**	**$ 22,427,380**
54										
55	**Prepared by**	Tiffany Luong								
56	**Phone**	415.487.3300 ext. 1219								
57	**Email**	tluong@ecs-sf.org								
58										
59	**Template last modified**	**9/1/2021**								

	A	B	C	F	G	J	M	N
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**							
2	**SALARY & BENEFIT DETAIL**							
3	**Document Date**	7/1/2023						
4	**Provider Name**	Episcopal Community Services						
5	**Program**	Sanctuary Shelter						
6	**F$P Contract ID#**	1000023961						
7	**Budget Name**	**General Fund - Emergency Shelter & Support Services**						
8								
9			**Year 1**			**Year 2**		
10			Agency Totals	For HSH Funded Program	7/1/2021 - 6/30/2022	Agency Totals	For HSH Funded Program	7/1/2022 - 6/30/2023
11					Current			Current
12	**POSITION TITLE**		Annual Full Time Salary (for 1.00 FTE)	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Adjusted Budgeted FTE	Budgeted Salary
13	Service Coordinators (Monitors)		$ 47,918	15.40	$ 737,937	$ 53,620	15.40	$ 789,159
14	Shift Supervisors		$ 66,253	4.20	$ 278,263	$ 66,253	4.20	$ 278,263
15	Facilities-Maintenance Supervisor		$ 74,790	1.00	$ 74,790	$ 74,790	1.00	$ 74,790
16	Facilities-Janitors/Launderers		$ 42,232	4.40	$ 185,821	$ 60,030	4.40	$ 231,502
17	Admin-Director of Healthy Aging		$ 132,879	0.23	$ 30,562	$ 149,287	0.23	$ 32,764
18	Admin-Site Manager		$ 85,160	1.00	$ 85,160	$ 93,053	1.00	$ 89,764
19	Director of Interim Housing		$ 138,901	0.85	$ 118,066	$ 138,901	0.85	$ 118,066
20	Director of Impact and Analytics		$ 131,256	0.09	$ 11,813	$ 145,243	0.09	$ 12,547
21	Ambassadors (Security, front door, hospitality)		$ 57,348	1.53	$ 87,799	$ 61,089	1.53	$ 91,140
22	Case Manager III		$ -			$ 62,647	3.00	$ 109,632
23	Bilingual Case Manager III		$ -			$ 65,779	2.00	$ 76,742
24	Database Specialist & Compliance Monitor		$ -			$ 66,958	1.00	$ 39,059
25	Service Coordinators (Monitors)		$ -			$ 53,620	2.30	$ 51,386
56			**TOTAL SALARIES**		**$ 1,610,211**	**TOTAL SALARIES**		**$ 1,994,813**
57			**TOTAL FTE**	**28.70**		**TOTAL FTE**	**37.00**	
58			**FRINGE BENEFIT RATE**		32.00%	**FRINGE BENEFIT RATE**		32.00%
59			**EMPLOYEE FRINGE BENEFITS**		**$ 515,268**	**EMPLOYEE FRINGE BENEFITS**		**$ 638,340**
60			**TOTAL SALARIES & BENEFITS**		**$ 2,125,479**	**TOTAL SALARIES & BENEFITS**		**$ 2,633,154**

	A	B	Q	T	W	X	AA	AD	AE	AH	AK	BW
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**											
2	**SALARY & BENEFIT DETAIL**											
3	**Document Date**	7/1/2023										
4	**Provider Name**	Episcopal Community Services										
5	**Program**	Sanctuary Shelter										
6	**F$P Contract ID#**	1000023961										
7	**Budget Name**	**General Fund - Emergency Shelter & Support Services**										
8				**EXTENSION YEAR**			**EXTENSION YEAR**			**EXTENSION YEAR**		
9				**Year 3**			**Year 4**			**Year 5**		**All Years**
10			Agency Totals	For HSH Funded Program	7/1/2023 - 6/30/2024	Agency Totals	For HSH Funded Program	7/1/2024 - 6/30/2025	Agency Totals	For HSH Funded Program	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2026
11					New			New			New	New
12	**POSITION TITLE**		Annual Full Time Salary (for 1.00 FTE)	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
13	Service Coordinators (Monitors)		$55,344	15.40	$ 852,298	$55,344	15.40	$ 852,298	$55,344	15.40	$ 852,298	$ 4,083,991
14	Shift Supervisors		$68,999	4.20	$ 289,794	$68,999	4.20	$ 289,794	$68,999	4.20	$ 289,794	$ 1,425,908
15	Facilities-Maintenance Supervisor		$79,954	1.00	$ 79,954	$79,954	1.00	$ 79,954	$79,954	1.00	$ 79,954	$ 389,442
16	Facilities-Janitors/Launderers		$53,756	4.20	$ 225,776	$53,756	4.20	$ 225,776	$53,756	4.20	$ 225,776	$ 1,094,653
17	Admin-Director of Healthy Aging		$160,656	0.08	$ 12,049	$160,656	0.08	$ 12,049	$160,656	0.08	$ 12,049	$ 99,473
18	Admin-Site Manager		$108,557	1.00	$ 108,557	$108,557	1.00	$ 108,557	$108,557	1.00	$ 108,557	$ 500,596
19	Director of Interim Housing		$153,736	0.85	$ 130,676	$153,736	0.85	$ 130,676	$153,736	0.85	$ 130,676	$ 628,158
20	Director of Impact and Analytics		$159,917	0.09	$ 14,393	$159,917	0.09	$ 14,393	$159,917	0.09	$ 14,393	$ 67,538
21	Ambassadors (Security, front door, hospitality)		$63,510		$ -	$63,510		$ -	$63,510		$ -	$ 178,939
22	Case Manager III		$71,760	3.00	$ 215,280	$71,760	3.00	$ 215,280	$71,760	3.00	$ 215,280	$ 755,472
23	Bilingual Case Manager III		$75,348	2.00	$ 150,696	$75,348	2.00	$ 150,696	$75,348	2.00	$ 150,696	$ 528,830
24	Database Specialist & Compliance Monitor		$76,544	1.00	$ 76,544	$76,544	1.00	$ 76,544	$76,544	1.00	$ 76,544	$ 268,691
25	Service Coordinators (Monitors)		$55,016	3.00	$ 165,048	$55,016	3.00	$ 165,048	$55,016	3.00	$ 165,048	$ 546,530
56			**TOTAL SALARIES**		**$ 2,321,065**	**TOTAL SALARIES**		**$ 2,321,065**	**TOTAL SALARIES**		**$ 2,321,065**	**$ 10,568,220**
57			**TOTAL FTE**	**35.82**		**TOTAL FTE**	**35.82**		**TOTAL FTE**	**35.82**		
58			**FRINGE BENEFIT RATE**		32.00%	**FRINGE BENEFIT RATE**		32.00%	**FRINGE BENEFIT RATE**		32.00%	
59			**EMPLOYEE FRINGE BENEFITS**		**$ 742,741**	**EMPLOYEE FRINGE BENEFITS**		**$ 742,741**	**EMPLOYEE FRINGE BENEFITS**		**$ 742,741**	**$ 3,381,831**
60			**TOTAL SALARIES & BENEFITS**		**$ 3,063,806**	**TOTAL SALARIES & BENEFITS**		**$ 3,063,806**	**TOTAL SALARIES & BENEFITS**		**$ 3,063,806**	**$ 13,950,051**

	A	B	C	F	K	N	Q	AI
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**							
2	**OPERATING DETAIL**							
3	**Document Date**	7/1/2023						
4	**Provider Name**	Episcopal Community Services						
5	**Program**	Sanctuary Shelter						
6	**F$P Contract ID#**	1000023961						
7	**Budget Name**	**General Fund - Emergency Shelter & Support Services**						
8					EXTENSION YEAR	EXTENSION YEAR	EXTENSION YEAR	
9			**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**All Years**
10			7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2026
11			Actuals	Current	New	New	New	New
12	Operating Expenses		Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property		$ 547,068	$ 382,723	$ 461,432	$ 461,432	$ 461,432	$ 2,314,087
14	Utilities (Electricity, Water, Gas, Phone, Scavenger)		$ 127,268	$ 167,612	$ 169,105	$ 169,105	$ 169,105	$ 802,194
15	Office Supplies, Postage		$ 3,672	$ 3,672	$ 2,643	$ 2,643	$ 2,643	$ 15,272
16	Building Maintenance Supplies and Repair		$ 56,114	$ 86,114	$ 87,836	$ 87,836	$ 87,836	$ 405,736
17	Printing and Reproduction		$ 10,400	$ 10,400	$ 11,071	$ 11,071	$ 11,071	$ 54,014
18	Insurance		$ 14,084	$ 26,584	$ 30,702	$ 30,702	$ 30,702	$ 132,775
19	Staff Training		$ 3,500	$ 1,500	$ 1,252	$ 1,252	$ 1,252	$ 8,756
20	Staff Travel-(Local & Out of Town)		$ 500	$ 500	$ -	$ -	$ -	$ 1,000
21	Staff Recruitment		$ 200	$ 500	$ 220	$ 220	$ 220	$ 1,361
22	Program Supplies		$ 1,000	$ 3,000	$ 2,496	$ 2,496	$ 2,496	$ 11,487
23	Client Supplies		$ 7,000	$ 5,000	$ 6,000	$ 6,000	$ 6,000	$ 30,000
24	Telecommunications		$ 18,238	$ 18,238	$ 16,608	$ 16,608	$ 16,608	$ 86,300
25	Fees & Licenses/Taxes		$ 2,126	$ 1,126	$ 262	$ 262	$ 262	$ 4,037
54	Subcontractors (First $25k Only)							
55	One-time Deferred Maintenance & Painting		$ 9,470	$ 9,470	$ 9,470	$ 9,470	$ 9,470	$ 47,350
56	Defense Logistics - Security Services (First $25k eligible for indirect cost)		$ 202,043	$ 25,000	$ -	$ -	$ -	$ 227,043
67								
68	TOTAL OPERATING EXPENSES		$ 1,002,683	$ 741,439	$ 799,097	$ 799,097	$ 799,097	$ 4,141,412
69								
70	Other Expenses (not subject to indirect cost %)							
71	CHEFS Kitchens - 2 meals a day X 366 days x 69 beds x $7/meal		$ 381,060	$ 351,629	$ 353,556	$ 353,556	$ 353,556	$ 1,793,357
72	Automobile Gas Oil/Maintenance		$ 2,750	$ 5,500	$ 5,624	$ 5,624	$ 5,624	$ 25,122
73	Defense Logistics - Security Services			$ 245,087	$ -	$ -	$ -	$ 245,087
74	Adjustment to Actuals		$ (497,913)	$ -	$ -	$ -	$ -	$ (497,913)
83								
84	TOTAL OTHER EXPENSES		$ (114,103)	$ 602,216	$ 359,180	$ 359,180	$ 359,180	$ 1,565,653
85								
86	Capital Expenses							
87	IT Equipment		$ 3,750	$ 3,750	$ 4,093	$ 4,093	$ 4,093	$ 19,779
88	Capital Repairs			$ 36,764	$ -	$ -	$ -	$ 36,764
95	TOTAL CAPITAL EXPENSES		$ 3,750	$ 40,514	$ 4,093	$ 4,093	$ 4,093	$ 56,543
96								
97	**HSH #3**							**9/1/2021**

BUDGET NARRATIVE	Fiscal Year				
General Fund - Emergency Shelter & Support Services	FY23-24				
Salaries & Benefits	**Adjusted Budgeted FTE**	**Budgeted Salary**	**Justification**	**Calculation**	**Employee Name**
Service Coordinators (Monitors)	15.40	$ 852,298	Provides direct client-center services to shelter guests as defined by contract and standards of care, in addition to security services	$4612 X 12 mo. X 15.4 FTE	Service Coordinators (Monitors)
Shift Supervisors	4.20	$ 289,794	1 supervisor per shift, 3 shifts a day, 7 days a week to ensure coverage and supervisor service coordinators ensuring client-center services are delivered.	$5750 X 12 mo. X 4.2 FTE	Shift Supervisors
Facilities-Maintenance Supervisor	1.00	$ 79,954	Ensures all maintenance assignments are completed in an appropriate amount of time, ensuring a safe environment as defined by contract and standards of care.	$6663 X 12 mo. X 1 FTE	Facilities-Maintenance Supervisor
Facilities-Janitors/Launderers	4.20	$ 225,776	Ensures clean, safe, and sanitary environment as defined by contract and standards of care. Ensures that clean linin is available for guests as needed and as defined by contract and standards of care.	$4480 X 12 mo. X 4.2 FTE	Facilities-Janitors/Launderers
Admin-Director of Healthy Aging	0.08	$ 12,049	To participate in weekly case conferences around senior related clients and senior related issues. Provide trainings around senior related issues and care to shelter staff.	$13388 X 12 mo. X 0.08 FTE	Admin-Director of Healthy Aging
Admin-Site Manager	1.00	$ 108,557	Supervises Shift supervisors, ensures client-centered service delivery, staff training and support.	$9046 X 12 mo. X 1 FTE	Admin-Site Manager
Director of Interim Housing	0.85	$ 130,676	Oversees all roles and responsibilities of IH. Primary responsibility for all program performance, outcomes, staffing, policies, procedures, budgeting, and financials.	$12811 X 12 mo. X 0.85 FTE	Director of Interim Housing
Director of Impact and Analytics	0.09	$ 14,393	Assists with ensuring data quality of the data collection, analysis, and compliance to contract.	$13326 X 12 mo. X 0.09 FTE	Director of Impact and Analytics
Case Manager III	3.00	$ 215,280	Case Manager manages a caseload of up to 25 guests; perform individual service need assessments; collaborate with the guest to develop Individual Service Plan that identifies treatment needs with the primary focusing being housing; create an action plan to assist the guest to accomplish their treatment goal(s); provide case management linkage services and support for housing, income, primary care, substance use treatment, behavioral health, legal, employment, clothing, and any other resources; meet with the guest on a weekly basis, document individual sessions; track and ensure guest attends scheduled appointments; navigate the agency case management system; adhere to agency, state, and funder regulations; and all other duties that are assigned by the program site manager.	$5980 X 12 mo. X 3 FTE	Case Manager III
Bilingual Case Manager III	2.00	$ 150,696	Bilingual Case Manager manages a caseload of up to 25 guests; perform individual service need assessments; collaborate with the guest to develop Individual Service Plan that identifies treatment needs with the primary focusing being housing; create an action plan to assist the guest to accomplish their treatment goal(s); provide case management linkage services and support for housing, income, primary care, substance use treatment, behavioral health, legal, employment, clothing, and any other resources; meet with the guest on a weekly basis, document individual sessions; track and ensure guest attends scheduled appointments; navigate the agency case management system; adhere to agency, state, and funder regulations; and all other duties that are assigned by the program site manager.	$6279 X 12 mo. X 2 FTE	Bilingual Case Manager III
Database Specialist & Compliance Monitor	1.00	$ 76,544	Designs, delivers, and updates reports for internal and external stakeholders, including both routine and ad-hoc reports. Assists in the development of program output, outcome, evaluation, and compliance goals and design systems to track them within the program. Monitor the quality and timeliness of program data across data systems. Ensures that data quality meets goals by partnering with program staff to develop and deliver reports, trainings, coaching, and other resources. Train case managers to use the required data systems, including both initial and follow-up trainings as needed.	$6379X 12 mo. X 1 FTE	Database Specialist & Compliance Monitor
Service Coordinators (Monitors)	3.00	$ 165,048	Inspects the facilities to maintain security and program compliance. Checks the interior (client living quarters, bathrooms, and community rooms) and exterior of the building on a regularly-assigned schedule to maintain a clean, safe environment. Provides direct client-center services to shelter guests as defined by contract and standards of care. in addition to security services.	$4585 X 12 mo. X 3 FTE	Service Coordinators (Monitors)
TOTAL	35.82	$ 2,321,065			
Employee Fringe Benefits	32.0%	$ 742,741	Includes FICA, SSUI, Workers Compensation and Medical calculated at **32%** of total salaries.		
Salaries & Benefits Total		$ 3,063,806			

BUDGET NARRATIVE	Fiscal Year
General Fund - Emergency Shelter & Support Services	FY23-24

Operating Expenses		Budgeted Expense	Justification	Calculation
Rental of Property		$ 461,432	includes rental expenses	$38453 X 12 months
Utilities (Electricity, Water, Gas, Phone, Scavenger)		$ 169,105	includes expenses for electricity and gas	$14092 X 12 months
Office Supplies, Postage		$ 2,643	covers office and meeting supplies; postage expenses	$220 X 12 months
Building Maintenance Supplies and Repair		$ 87,836	includes cleaning supplies, site repairs and maintenance expenses	$7320 X 12 months
Printing and Reproduction		$ 11,071	covers expenses for printing and copying/reproduction	$923 X 12 months
Insurance		$ 30,702	covers site liability insurance	$2559 X 12 months
Staff Training		$ 1,252	includes training expenses for staff	$104 X 12 months
Staff Recruitment		$ 220	staff recruitment expenses	$18 X 12 months
Program Supplies		$ 2,496	includes program supplies expenses	$208 X 12 months
Client Supplies		$ 6,000	includes client supplies expenses	$500 X 12 months
Telecommunications		$ 16,608	covers cellphone and Wi-Fi connectivity expenses	$1384 X 12 months
Fees & Licenses/Taxes		$ 262	includes fees, licenses and tax expenses	$22 X 12 months
One-time Deferred Maintenance & Painting		$ 9,470	includes painting due to wear and tear	$789 X 12 months
TOTAL OPERATING EXPENSES		$ 799,097		
Indirect Cost	15.0%	$ 579,435		

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
CHEFS Kitchens - 2 meals a day X 366 days x 69 beds x $7/meal	$ 353,556	include 2 meals (breakfast and dinner)	2 meals a day X 366 days x 69 beds x $7/meal
Automobile Gas Oil/Maintenance	$ 5,624	include gas, oil and maintenance services	$469x 12 months
TOTAL OTHER EXPENSES	$ 359,180		

Capital Expenses	Amount	Justification	Calculation
IT Equipment	$ 4,093	includes expenses for IT equipment	$341 X 12 months
TOTAL CAPITAL EXPENSES	$ 4,093		

	A	B	C	D	E	H	M	P	S	AK
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**									
2	**APPENDIX B, BUDGET**									
3	**Document Date**	7/1/2023								
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**						
5	**Current Term**	7/1/2021	6/30/2023	2						
6	**Amended Term**	7/1/2021	6/30/2026	5						
7	**Provider Name**	Episcopal Community Services								
8	**Program**	Sanctuary Shelter								
9	**F$P Contract ID#**	1000023961								
10	**Action (select)**	Amendment								
11	**Effective Date**	7/1/2023								
12	**Budget Name**	**Emergency Services Grant (ESG) - Shelter**								
13		**Current**	**New**							
14	**Term Budget**	$ 352,085	$ 1,003,085	15%						
15	**Contingency**	$ 204,030	$ 2,260,175							
16	**Not-To-Exceed**	$ 8,631,291	$ 25,755,271							
17							EXTENSION YEAR	EXTENSION YEAR	EXTENSION YEAR	
18					**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**All Years**
19					7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2026
20					**Actuals**	**Current**	**New**	**New**	**New**	**New**
21	**Expenditures**									
23	Operating Expense				$ 79,464	$ 228,770	$ 188,696	$ 188,696	$ 188,696	$ 874,322
24	Subtotal				$ 79,464	$ 228,770	$ 188,696	$ 188,696	$ 188,696	$ 874,322
25	Indirect Percentage				12.00%	15.00%	15.00%	15.00%	15.00%	
26	Indirect Cost (Line 24 X Line 25)				$ 9,536	$ 34,315	$ 28,304	$ 28,304	$ 28,304	$ 128,764
30	**Total Expenditures**				**$ 89,000**	**$ 263,085**	**$ 217,000**	**$ 217,000**	**$ 217,000**	**$ 1,003,086**
31										
32	HSH Revenues:									
36	HUD ESG (CFDA 14.231)				$ 89,000	$ 217,000	$ 217,000	$ 217,000	$ 217,000	$ 957,000
38	HUD ESG (CFDA 14.231) - One-Time					$ 46,085	$ -	$ -	$ -	$ 46,085
42	**Total HSH Revenues**				**$ 89,000**	**$ 263,085**	**$ 217,000**	**$ 217,000**	**$ 217,000**	**$ 1,003,085**
49	**Total Other Revenues**				$ -	$ -	$ -	$ -	$ -	$ -
51	**Total HSH + Other Revenues**				**$ 89,000**	**$ 263,085**	**$ 217,000**	**$ 217,000**	**$ 217,000**	**$ 1,003,085**

	A	B	C	F	K	N	Q	AI
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**							
2	**OPERATING DETAIL**							
3	**Document Date**	7/1/2023						
4	**Provider Name**	Episcopal Community Services						
5	**Program**	Sanctuary Shelter						
6	**F$P Contract ID#**	1000023961						
7	**Budget Name**	**Emergency Services Grant (ESG) - Shelter**						
8					EXTENSION YEAR	EXTENSION YEAR	EXTENSION YEAR	
9			**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**All Years**
10			7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2026
11			Actuals	Current	New	New	New	New
12	Operating Expenses		Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property		$ 39,732	$ 169,732	$ 129,658	$ 129,658	$ 129,658	$ 598,438
14	Utilities (Elec, Water, Gas, Phone, Scavenger)		$ 39,732	$ 59,038	$ 59,038	$ 59,038	$ 59,038	$ 275,884
67								
68	TOTAL OPERATING EXPENSES		$ 79,464	$ 228,770	$ 188,696	$ 188,696	$ 188,696	$ 874,322
69								
84	TOTAL OTHER EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -
85								
95	TOTAL CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -
96								
97	**HSH #3**							**9/1/2021**

BUDGET NARRATIVE	Fiscal Year
Emergency Services Grant (ESG) - Shelter	**FY23-24**

Operating Expenses		Budgeted Expense	Justification	Calculation
Rental of Property		$ 129,658	includes rental expenses	$10805 X 12 months
Utilities (Elec, Water, Gas, Phone, Scavenger)		$ 59,038	includes expenses for electricity and gas	$4920 X 12 months
TOTAL OPERATING EXPENSES		$ 188,696		
Indirect Cost	15.0%	$ 28,304		

	A	B	C	D	E	AK
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**					
2	**APPENDIX B, BUDGET**					
3	**Document Date**	7/1/2023				
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**		
5	**Current Term**	7/1/2021	6/30/2023	2		
6	**Amended Term**	7/1/2021	6/30/2026	5		
7	**Provider Name**	Episcopal Community Services				
8	**Program**	Sanctuary Shelter				
9	**F$P Contract ID#**	1000023961				
10	**Action (select)**	Amendment				
11	**Effective Date**	7/1/2023				
12	**Budget Name**	**COVID Lunches**				
13		**Current**	**New**			
14	**Term Budget**	$ 64,631	$ 64,631	15%		
15	**Contingency**	$ 204,030	$ 2,260,175			
16	**Not-To-Exceed**	$ 8,631,291	$ 25,755,271			
17						
18					**Year 1**	**All Years**
19					7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2026
20					**Actuals**	**New**
21	**Expenditures**					
27	Other Expenses (Not subject to indirect %)				$ 64,631	$ 64,631
28	Capital Expenditure				$ -	$ -
30	**Total Expenditures**				**$ 64,631**	**$ 64,631**
31						
32	HSH Revenues (select)					
33	General Fund - Ongoing				$ 72,387	$ 72,387
39	Adjustment to Actuals				$ (7,756)	$ (7,756)
41						$ -
42	**Total HSH Revenues**				**$ 64,631**	**$ 64,631**
50						
51	**Total HSH + Other Revenues**				**$ 64,631**	**$ 64,631**
54						
55	**Prepared by**	Tiffany Luong				
56	**Phone**	415.487.3300 ext. 1219				
57	**Email**	tluong@ecs-sf.org				
58						
59	**Template last modified**	**9/1/2021**				

	A	B	C	AI
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**			
2	**OPERATING DETAIL**			
3	**Document Date**	7/1/2023		
4	**Provider Name**	Episcopal Community Services		
5	**Program**	Sanctuary Shelter		
6	**F$P Contract ID#**	1000023961		
7	**Budget Name**	**COVID Lunches**		
8				
9			**Year 1**	**All Years**
10			7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2026
11			Actuals	New
12	Operating Expenses		Budgeted Expense	Budgeted Expense
70	Other Expenses (not subject to indirect cost %)			
71	COVID-19 lunches		$ 72,387	$ 72,387
72	Adjustment to Actuals		$ (7,756)	$ (7,756)
84	TOTAL OTHER EXPENSES		$ 64,631	$ 64,631
96				
97	**HSH #3**			**9/1/2021**

Appendix C, Method of Payment

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

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

A. Timelines: Grantee shall submit all invoices and any related required documentation in the format specified 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. Expenditures must be paid by the Grantee prior to invoicing HSH for those expenditures.

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

B. Invoicing System:

1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure 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 or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: http://hsh.sfgov.org/overview/provider-updates/.

D. Spend Down

1. 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

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 as Approved Subcontractors.

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 shall include, 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.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

Housing and Urban Development (HUD) Emergency Solutions Grant (ESG): CFDA #14.231	
Type	**Instructions and Example of Documentation**
Emergency Shelter	Grantee may use this line item in accordance with 24 CFR 576.102, 576.2 – Shelter. Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as: • Housing stability case management; • Life skills training; and/or • Mental health and/or substance abuse services.

Housing and Urban Development (HUD) Emergency Solutions Grant (ESG): CFDA #14.231	
Type	**Instructions and Example of Documentation**
	Documentation may also include proof of eligible payment of shelter maintenance; insurance; or utilities associate with a shelter location.

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

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

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);

2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request 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 or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the 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 $1/10^{th}$ 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 repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Adult Probation Department	Rental Subsidies and Flexible Spending Funds for Step Up To Freedom	July 1, 2022 – April 30, 2023	$188,719
Adult Probation Department	Rental Subsidies and Flexible Spending Funds for Step Up To Freedom	July 1, 2022 – July 31, 2023	$483,701
Department of Homelessness and Supportive Housing	1064-68 Mission Street Housing	May 1, 2022 – June 30, 2025	$6,300,824
Department of Homelessness and Supportive Housing	1180 4th Street Housing	July 1, 2014 – June 3, 2024	$4,934,700
Department of Homelessness and Supportive Housing	455 Fell Street Housing	May 15, 2019 – June 30, 2023	$1,380,001
Department of Homelessness and Supportive Housing	Adult Access Point	July 1, 2021 – June 30, 2023	$9,816,708
Department of Homelessness and Supportive Housing	Adult Rapid Rehousing & Mainstream Voucher	July 1, 2020 – June 30, 2024	$8,586,482
Department of Homelessness and Supportive Housing	Adult Rapid Rehousing (Prop C)	February 15, 2021 - June 30, 2023	$9,749,200
Department of Homelessness and Supportive Housing	Auburn Hotel	July 1, 2021 – June 30, 2026	$7,555,534
Department of Homelessness and Supportive Housing	Bryant Homeless Storage	December 1, 2020 - February 29, 2024	$2,663,002
Department of Homelessness and Supportive Housing	Canon Barcus RA & SS	July 1, 2020 – June 30, 2023	$4,172,720
Department of Homelessness and Supportive Housing	Canon Kip Community House	December 1, 2021 - January 30, 2024	$7,085,148
Department of Homelessness and Supportive Housing	Cova Winter Shelter	December 18, 2021 - July 31, 2023	$9,340,476
Department of Homelessness and Supportive Housing	Flexible Housing Subsidy Pool	February 15, 2021 - June 30, 2023	$9,900,000
Department of Homelessness and Supportive Housing	Granada Hotel Housing	November 1, 2020 - June 30, 2025	$7,489,776
Department of Homelessness and Supportive Housing	Henry Hotel Housing	July 1, 2019 – June 30, 2023	$9,738,512
Department of Homelessness and Supportive Housing	Henry Hotel Rental Assistance	August 1, 2021 - July 31, 2024	$3,649,750

Department of Homelessness and Supportive Housing	Hotel Diva Housing	August 1, 2021 - June 30, 2024	$3,063,465
Department of Homelessness and Supportive Housing	Housing - Bishop Swing	July 1, 2020 – March 31, 2024	$4,384,783
Department of Homelessness and Supportive Housing	Housing First	January 1, 2021 - February 29, 2024	$26,329,610
Department of Homelessness and Supportive Housing	Housing Navigation	July 1, 2021 – June 30, 2023	$6,186,227
Department of Homelessness and Supportive Housing	Interfaith Winter Shelter	July 1, 2021 – June 30, 2024	$2,333,326
Department of Homelessness and Supportive Housing	Minna Lee Housing	May 1, 2018 – June 30, 2023	$1,985,078
Department of Homelessness and Supportive Housing	Post Hotel Housing	September 1, 2020 - June 30, 2023	$9,996,278
Department of Homelessness and Supportive Housing	Rose Hotel & Canon Kip	July 1, 2020 - December 31, 2023	$2,405,468
Department of Homelessness and Supportive Housing	Tahanan Housing	August 1, 2021 - June 30, 2024	$3,074,403
Department of Public Health	Behavioral Health Services	July 1, 2018 - December 31, 2022	$5,696,298
Health Services Agency	Congregate Meals for Adults with Disabilities	July 1, 2021 – June 30, 2025	$443,406
Health Services Agency	Congregate Meals for Older Adults (with NCQA)	July 1, 2021 – June 30, 2025	$2,330,952
Health Services Agency	Employment Services	July 1, 2021 – June 30, 2023	$554,827
Health Care Agency - Department of Disability and Aging Services	Case Management	July 1, 2021 – June 30, 2023	$679,550
Health Care Agency - Department of Disability and Aging Services	Senior Services – Community Services	January 1, 2021 - June 30, 2023	$700,759
Mayor's Office of Housing and Community Development	Next Steps Center (NSC) Job Center $80K Bruce Ito	July 1, 2021 – June 30, 2023	$160,000
Mayor's Office of Housing and Community Development	Pilot Occupational Skills Training (SSST2)	July 1, 2022 – June 30, 2023	$837,209

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

I. Definitions

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

II. Federal Changes. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

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

A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:

i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration[1]) costs, paragraph (f);
iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).

B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:

i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

[1] 2 CFR § 200.332(a)(1)(xiv)

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

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

agreements) and require that all recipients of such awards in excess of $100,000 shall certify and disclose accordingly.

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

XIII. Single Audit Requirements

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

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

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

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

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

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

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

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

I. Subrecipient shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

A. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project.

II. Subrecipient shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.

III. In the case of a project that provides housing or services to families, the Subrecipient shall designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.

IV. The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

V. Subrecipient shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).

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

FIRST AMENDMENT TO GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and EPISCOPAL COMMUNITY SERVICES

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 **EPISCOPAL COMMUNITY SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

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

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

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

   (a) Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2021** between Grantee and City.

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:

   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.

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

Such section is hereby 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, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

(1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors.

(2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under

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the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:

A. Where applicable, Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found a*t* https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors (navigate to "Exemptions" to download the form).

2.3 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Six Million One Hundred Ten Thousand Nine Hundred Seventeen Dollars ($6,110,917)**.

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Thirty Six Thousand Nine Hundred Seventy Two Dollars ($2,036,972)** 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

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and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided, Appendix A-1, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

(a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the

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disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Grant Terms. The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix E, Federal Requirements and Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement.

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million Six Hundred Thirty One Thousand Two Hundred Ninety One Dollars ($8,631,291)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Hundred Eleven Thousand Fourteen Dollars ($411,014)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided, Appendix A-1, Services to be Provided, and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

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

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix E, Federal Requirements and Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement.

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

2.5 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 City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102

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hshcontracts@sfgov.org

If to Grantee: Episcopal Community Services
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
Attn: Mary Elizabeth Stokes
Email: bstokes@ecs-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.

2.6 Section 16.23 Additional Requirements for Federally-Funded Awards is hereby added to the Agreement.

16.23 Additional Requirements for Federally-Funded Awards.

(a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.

(b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:

(1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

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

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

2.7 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

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govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Federal Requirements
Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement

2.8 **Appendix A, Services to be Provided** of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2022), for the period of July 1, 2021 to June 30, 2023.

2.9 **Appendix A-1, Services to be Provided** of the Agreement is hereby replaced in its entirety by the modified **Appendix A-1, Services to be Provided** (dated July 1, 2022), for the period of July 1, 2021 to June 30, 2023.

2.10 **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, 2023.

2.11 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2022).

2.12 **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2022).

2.13 **Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.

2.14 **Appendix F, Federal Requirements**, of the Agreement is hereby replaced in its entirety by the modified **Appendix E, Federal Requirements** (dated July 1, 2022).

2.15 **Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement**, of the Agreement is hereby replaced in its entirety by the modified **Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement** (dated July 1, 2022).

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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

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

By: DocuSigned by: Shireen McSpadden CAD7B781896B449...
Shireen McSpadden
Executive Director

GRANTEE

EPISCOPAL COMMUNITY SERVICES

By: DocuSigned by: Mary Elizabeth Stokes 2E6F81C95BDB477...
Mary Elizabeth Stokes
Executive Director
City Supplier Number: 20568
Unique Entity ID: C2R5P1LPC9M5

Approved as to Form:
David Chiu
City Attorney

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

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Appendix A, Services to be Provided
by
Episcopal Community Services
Sanctuary Shelter

I. Purpose of Grant

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

II. Served Population

Grantee shall serve single adults, aged 18 years and older, 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.

In order to access a single adult shelter, guests must:

- Be a single adult, age 18 or over;
- Have a profile with basic demographic information;
- Have a current Tuberculosis (TB) screening clearance. This documentation must be updated annually, or as recommended by the Department of Public Health (DPH); and
- Be able to self-care, as defined by DPH.

Guests must obtain one-night or weekend reservations through HSH-authorized agencies, such as Shelter Reservation Sites or Resource Centers.

For extended, time-limited reservations, guests must get on the Citywide Waitlist administered by 311. Once a guest's name reaches the top of the waitlist, they will have 10 calendar days to claim a shelter reservation. Guests may access their waitlist status the following ways:

- Calling 311 within San Francisco or 415.701.2311;
- Going to the 311 website at https://sf311.org/shelter-reservation-waitlist; or
- Viewing posted Waitlist status at Reservation Sites, Resource Centers or single adult shelters.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to accommodate up to 124 guests at any given time, unless City requires Grantee to adjust the number served to maintain the health and safety of guests in accordance with City requirements. Grantee shall adhere to the Shelter Standards of Care Legislation[1] unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

[1] https://sfgov.org/sheltermonitoring/sites/default/files/Standard%20of%20Care%20List.pdf

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1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes.

2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the shelter facility's hours of operation.

3. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillow case, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity in compliance with the Shelter Standards of Care Legislation[2].

4. Security: Grantee shall coordinate site security and screening, including adherence to relevant HSH policies.

5. Meals: Grantee shall provide breakfast and dinner to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project.

6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility, in accordance with Shelter Standards of Care legislation[2].

7. Entry: Grantee shall lock the facility at night with guest entry monitored by Grantee staff.

B. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:

1. Orientation: Grantee shall provide weekly orientation meetings to shelter guests.

2. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits. This may also include information and referral assistance in identifying, applying for, and establishing appointments with benefits such as food programs, medical clinics and in-home support.

3. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas.

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

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4. Referrals and Coordination of Services: Grantee shall refer to and coordinate with ECS Behavioral Health Services to help guests to access services available within the community. Grantee shall provide access to supportive services provided by SF START. Grantee shall provide referrals and linkages to other service providers as requested. Grantee shall assist with matching referrals to SF START.

   Referrals and Coordination of Services: Grantee shall make referrals to Access Points, and eliminate barriers to connect guests to Access Points. Grantee may provide other resources to help individuals stabilize and begin the progress out of homelessness. Grantee shall also communicate and coordinate with outside service providers to support existing guests in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits.

5. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support. These events may be planned with or based on input from guests and shall be held onsite.

6. Emergency Response and Conflict Resolution: Grantee shall provide Support Services staff who shall be equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution during the shelter hours of operation.

7. Wellness Checks: Grantee shall conduct wellness checks, in accordance to HSH policies, as necessary, to identify guests who show signs of concern.

V. Location and Time of Services

Grantee shall provide Shelter Services at 201 Eighth Street, San Francisco, seven days per week, 24-hours per day.

VI. Service Requirements

A. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH reserves the right to request shelter expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that Grantee use their own staff during these expansions; however, if Grantee staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

B. Staffing and Volunteers:

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1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
2. Grantee shall recruit and train individuals experiencing homelessness to be part of the volunteer program. Guests may assist with janitorial services and set-up.
3. Grantee shall develop incentives designed to encourage guests to volunteer in the shelter.

C. Possession of Licenses/Permits: Grantee warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

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

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

F. Dietary and Food Safety
Grantee shall meet the following meal dietary requirements:
1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established many 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.

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G. Facilities:
   1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards[2]. 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.
   2. Grantee shall provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, DPH, Department of Building Inspection and the Mayor's Office.

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

I. Feedback, Complaint and Follow-up Policies
   Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

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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.

J. 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 requested;
4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
5. Attendance of the Shelter Monitoring Committee Meetings;
6. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service[3];
7. Adherence to the City service or companion animals policy;
8. Adherence to the HSH Cold/Wet Weather Policy;
9. Adherence to the TB Infection Control Guidelines for Homeless;
10. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.

K. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.

L. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.

M. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a

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

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

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

O. 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 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.
   5. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.

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P. Partner Provider MOU: Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH.

Q. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH Overdose Prevention Policy[4]. Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

VII. Service Objectives

A. Grantee shall provide emergency shelter services for up to 124 guests per night at any given time.

B. 100 percent of shelter staff shall be trained using the Homeless Shelter Training Guide.

C. A minimum of 50 percent of single adults shall complete a Satisfaction Survey each quarter using the survey instrument provided by HSH.

D. Grantee shall report the number of guests receiving case management services and indicate the services received and outcomes.

E. Grantee shall achieve an average daily bed occupancy of 95 percent.

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 Online Navigation and Entry (ONE) system, and CARBON.

A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.

B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.

[4] HSH Overdose Prevention Policy: https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a

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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 HSH, 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 HSH's Critical Incident Report Policy and report critical incidents to HSH 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 HSH and respond to requests by the HSH in a timely manner.

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

X. Monitoring Activities

A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
   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. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review

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of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

C. Food Safety: Grantee shall be responsible to utilize DPH 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.

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Appendix A-1, Services to be Provided
by
Episcopal Community Services
Sanctuary ESG Shelter

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter services to the served population.

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 Homeless[1]:

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 new guests will be referred by HSH via Coordinated Entry through Access Points. The Access Point staff assesses individuals for service needs and eligibility, and conduct Problem Solving conversations. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

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.

Guests must obtain one-night or weekend reservations through HSH-authorized agencies, such as Shelter Reservation Sites or Resource Centers. For extended, time-limited reservations, guests must get on the Citywide Waitlist administered by 311.

IV. Description of Services

[1] See 24 CFR 576.2.

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Grantee shall provide Emergency Shelter Services to up to 124 guests at any given time, including the following services:

A. Emergency Shelter[2]:
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 guests at shelter location; and
7. Shelter furnishings.

V. Location and Time of Services

Grantee shall provide Shelter Services at 201 Eighth Street, San Francisco, CA 94103, seven days per week, 24-hours per day.

VI. Service Requirements

A. Language and Interpretation Services: 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. Critical Incidents: 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. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described, such policies must include a provision that referrals are accepted for services without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV/AIDS status.

D. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide feedback about the program. Feedback methods shall include a written annual survey, which shall be offered to the served population to gather feedback, assess tenant satisfaction, and evaluate the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

[2] See 24 CFR §576.102, §576.2.

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E. Grievance Procedure: Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population, 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 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

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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.
5. Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.

H. Record Keeping, Documentation, and Files: Grantee shall maintain confidential files on the served population, which shall contain developed plans, notes, and records of progress towards goals.

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

J. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH Overdose Prevention Policy[3]. 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 annually:

A. Grantee shall check in at least 95 percent of all beds reserved and maintain accurate daily attendance in the ONE system.

B. One hundred percent of shelter staff shall be trained in compliance with standards of care.

C. Grantee shall administer an annual survey to 100 percent of guest that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives annually:

[3] HSH Overdose Prevention Policy: https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a

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

IX. Reporting Requirements

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

A. Evaluative Studies: 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 and families served,
   2. Number of individuals moved int more stable housing; and
   3. Number of individuals and families receiving shelter services.

C. Match Funds: 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 576[4].

D. Personnel Activity Reports: 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.

[4] See 24 CFR 576.201.

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X. Monitoring Activities

A. Program Monitoring: Grantee is subject to programmatic monitoring and/or audits, at any time, such as, but not limited to, review of the following: served population files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of match sources, personnel activity reports, proper accounting for funds and other operational and administrative activities, back-up documentation for reporting progress towards meeting service and outcome objectives, and Disaster and Emergency Response Plan and training. For additional information regarding the monitoring requirements surrounding ESG, see ESG Subrecipient Grant Management: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2/.

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

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	A	B	C	D
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**			
2	**APPENDIX B, BUDGET**			
3	**Document Date**	7/1/2021		
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**
5	**Current Term**	7/1/2021	6/30/2022	1
6	**Amended Term**	7/1/2021	6/30/2023	2
7				
8	**Approved Subcontractors**			
10	Defense Logistics			
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	A	B	C	D	E	F	G	H	I	J
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**									
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5	**Current Term**	7/1/2021	6/30/2022	1						
6	**Amended Term**	7/1/2021	6/30/2023	2						
7					**Year 1**			**Year 2**		
8	**Service Component**				7/1/2021 - 6/30/2022			7/1/2022 - 6/30/2023		
10	Beds (pre-covid)				200			200		
11	Beds (covid)				124			124		
12										
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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2022

Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2022	1
Amended Term	7/1/2021	6/30/2023	2

Provider Name	Episcopal Community Services
Program	Sanctuary
F$P Contract ID#	1000023961
Action (select)	Amendment
Effective Date	7/1/2022
Budget Names	**General Fund, Emergency Services Grant (ESG), COVID Lunches**

	Current	**New**	
Term Budget	$ 4,146,332	$ 8,220,277	
Contingency	$ 1,964,585	$ 411,014	5%
Not-To-Exceed	$ 6,110,917	$ 8,631,291	

EXTENSION YEAR

	Year 1			**Year 2**			**All Years**		
	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
	Current/Actuals	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**
Expenditures									
Salaries & Benefits	$ 2,125,478	$ -	$ 2,125,478	$ -	$ 2,125,478	$ 2,125,478	$ 2,125,478	$ 2,125,478	$ 4,250,956
Operating Expense	$ 1,082,147	$ -	$ 1,082,147	$ -	$ 1,082,147	$ 1,082,147	$ 1,082,147	$ 1,082,147	$ 2,164,294
Subtotal	$ 3,207,625	$ -	$ 3,207,625	$ -	$ 3,207,625	$ 3,207,625	$ 3,207,625	$ 3,207,625	$ 6,415,250
Indirect Percentage									
Indirect Cost (Line 21 X Line 22)	$ 478,760	$ -	$ 478,760	$ -	$ 478,760	$ 478,760	$ 478,760	$ 478,760	$ 957,520
Other Expenses (Not subject to indirect %)	$ 456,197	$ -	$ 456,197	$ -	$ 383,810	$ 383,810	$ 456,197	$ 383,810	$ 840,007
Capital Expenditure	$ 3,750	$ -	$ 3,750	$ -	$ 3,750	$ 3,750	$ 3,750	$ 3,750	$ 7,500
Admin Cost (HUD Only)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ 4,146,331**	$ -	**$ 4,146,331**	$ -	$ 4,073,945	**$ 4,073,945**	**$ 4,146,331**	$ 4,073,945	**$ 8,220,276**
HSH Revenues (select)									
General Fund - Ongoing	$ 3,597,665	$ -	$ 3,597,665	$ -	$ 3,597,665	$ 3,597,665	$ 3,597,665	$ 3,597,665	$ 7,195,330
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund - Security & De-escalation Funding	$ 387,280	$ -	$ 387,280	$ -	$ 387,280	$ 387,280	$ 387,280	$ 387,280	$ 774,560
HUD ESG (CFDA 14.231)	$ 89,000	$ -	$ 89,000	$ -	$ 89,000	$ 89,000	$ 89,000	$ 89,000	$ 178,000
General Fund - One-Time	$ 72,387	$ -	$ 72,387	$ -	$ -	$ -	$ 72,387	$ -	$ 72,387
Total HSH Revenues	**$ 4,146,332**	$ -	**$ 4,146,332**	$ -	$ 4,073,945	**$ 4,073,945**	**$ 4,146,332**	$ 4,073,945	**$ 8,220,277**
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)									
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH + Other Revenues	**$ 4,146,332**	$ -	**$ 4,146,332**	$ -	$ 4,073,945	**$ 4,073,945**	**$ 4,146,332**	**$ 4,073,945**	**$ 8,220,277**
Rev-Exp (Budget Match Check)	$ -		$ -	$ -		$ -	$ -		$ -
Total Adjusted Salary FTE (All Budgets)			28.70			28.70			

Prepared by	
Phone	
Email	

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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2022

Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2022	1
Amended Term	7/1/2021	6/30/2023	2

Provider Name	Episcopal Community Services
Program	Sanctuary
F$P Contract ID#	1000023961
Action (select)	Amendment
Effective Date	7/1/2022
Budget Name	**General Fund**

	Current	**New**	
Term Budget	$ 3,984,945	$ 7,969,890	
Contingency	$ 1,964,585	$ 411,014	5%
Not-To-Exceed	$ 6,110,917	$ 8,631,291	

EXTENSION YEAR

	Year 1			**Year 2**			**All Years**		
	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
	Current/Actuals	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**
Expenditures									
Salaries & Benefits	$ 2,125,478	-	$ 2,125,478	$ -	$ 2,125,478	$ 2,125,478	$ 2,125,478	$ 2,125,478	$ 4,250,956
Operating Expense	$ 1,002,683	-	$ 1,002,683	$ -	$ 1,002,683	$ 1,002,683	$ 1,002,683	$ 1,002,683	$ 2,005,366
Subtotal	$ 3,128,161	-	$ 3,128,161	$ -	$ 3,128,161	$ 3,128,161	$ 3,128,161	$ 3,128,161	$ 6,256,322
Indirect Percentage	15.00%		15.00%	15.00%		15.00%			
Indirect Cost (Line 21 X Line 22)	$ 469,224	-	$ 469,224	$ -	$ 469,224	$ 469,224	$ 469,224	$ 469,224	$ 938,448
Other Expenses (Not subject to indirect %)	$ 383,810	-	$ 383,810	$ -	$ 383,810	$ 383,810	$ 383,810	$ 383,810	$ 767,620
Capital Expenditure	$ 3,750	-	$ 3,750	$ -	$ 3,750	$ 3,750	$ 3,750	$ 3,750	$ 7,500
Admin Cost (HUD Agreements Only)	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ 3,984,944.90**	-	**$ 3,984,944.90**	**$ -**	$ 3,984,944.90	**$ 3,984,944.90**	**$ 3,984,944.90**	$ 3,984,944.90	**$ 7,969,889.79**
HSH Revenues (select)									
General Fund - Ongoing	$ 3,597,665		$ 3,597,665		$ 3,597,665	$ 3,597,665	$ 3,597,665	$ 3,597,665	$ 7,195,330
	$ -		$ -		$ -	$ -	$ -	$ -	$ -
General Fund - Security & De-escalation Funding	$ 387,280		$ 387,280		$ 387,280	$ 387,280	$ 387,280	$ 387,280	$ 774,560
HUD ESG (CFDA 14.231)			$ -		$ -	$ -	$ -	$ -	$ -
General Fund - One-Time			$ -			$ -	$ -	$ -	$ -
Total HSH Revenues	**$ 3,984,944.92**	**$ -**	**$ 3,984,944.92**	**$ -**	$ 3,984,944.92	**$ 3,984,944.92**	**$ 3,984,944.92**	$ 3,984,944.92	**$ 7,969,889.83**
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)									
			$ -			$ -	$ -	$ -	$ -
			$ -			$ -	$ -	$ -	$ -
Total Other Revenues	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
Total HSH + Other Revenues	**$ 3,984,944.92**	**$ -**	**$ 3,984,944.92**	**$ -**	$ 3,984,944.92	**$ 3,984,944.92**	**$ 3,984,944.92**	**$ 3,984,944.92**	**$ 7,969,889.83**
Rev-Exp (Budget Match Check)	$ -		$ -	$ -		$ -	$ -		$ -

Prepared by	
Phone	
Email	

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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
SALARY & BENEFIT DETAIL

Document Date	7/1/2022
Provider Name	Episcopal Community Services
Program	Sanctuary
FSP Contract ID#	1000023961
Budget Name	**General Fund**

EXTENSION YEAR

POSITION TITLE	Year 1 Agency Totals: Annual Full Time Salary (for 1.00 FTE)	Year 1 Agency Totals: Position FTE	Year 1 For HSH Funded Program: % FTE funded by this budget	Year 1 For HSH Funded Program: Adjusted Budgeted FTE	Year 1 7/1/2021 - 6/30/2022 Current/Actuals: Budgeted Salary	Year 1 7/1/2021 - 6/30/2022 Amendment: Change	Year 1 7/1/2021 - 6/30/2022 New: Budgeted Salary	Year 2 Agency Totals: Annual Full Time Salary (for 1.00 FTE)	Year 2 Agency Totals: Position FTE	Year 2 For HSH Funded Program: % FTE funded by this budget	Year 2 For HSH Funded Program: Adjusted Budgeted FTE	Year 2 7/1/2022 - 6/30/2023 Current/Actuals: Budgeted Salary	Year 2 7/1/2022 - 6/30/2023 Amendment: Change	Year 2 7/1/2022 - 6/30/2023 New: Budgeted Salary	All Years 7/1/2021 - 6/30/2022 Current/Actuals: Budgeted Salary	All Years 7/1/2021 - 6/30/2023 **Modification**: **Change**	All Years 7/1/2021 - 6/30/2023 New: Budgeted Salary
Service Coordinators	$ 47,918	15.40	100%	15.40	$ 737,937	$ -	$ 737,937	$ 47,918	15.40	100%	15.40		**$ 737,937**	$ 737,937	$ 737,937	**$ 737,937**	$ 1,475,874
Shift Supervisors	$ 66,253	4.20	100%	4.20	$ 278,263	$ -	$ 278,263	$ 66,253	4.20	100%	4.20		**$ 278,263**	$ 278,263	$ 278,263	**$ 278,263**	$ 556,525
Facilities-Maintenance Supervisor	$ 74,790	1.00	100%	1.00	$ 74,790	$ -	$ 74,790	$ 74,790	1.00	100%	1.00		**$ 74,790**	$ 74,790	$ 74,790	**$ 74,790**	$ 149,580
Facilities-Janitors/Launderers	$ 42,232	4.40	100%	4.40	$ 185,821	$ -	$ 185,821	$ 42,232	4.40	100%	4.40		**$ 185,821**	$ 185,821	$ 185,821	**$ 185,821**	$ 371,642
Admin-Director of Healthy Aging	$ 132,879	0.23	100%	0.23	$ 30,562	$ -	$ 30,562	$ 132,879	0.23	100%	0.23		**$ 30,562**	$ 30,562	$ 30,562	**$ 30,562**	$ 61,124
Admin-Site Manager	$ 85,160	1.00	100%	1.00	$ 85,160	$ -	$ 85,160	$ 85,160	1.00	100%	1.00		**$ 85,160**	$ 85,160	$ 85,160	**$ 85,160**	$ 170,320
Director of Interim Housing	$ 138,901	0.85	100%	0.85	$ 118,066	$ -	$ 118,066	$ 138,901	0.85	100%	0.85		**$ 118,066**	$ 118,066	$ 118,066	**$ 118,066**	$ 236,132
Director of Impact and Analytics	$ 131,256	0.09	100%	0.09	$ 11,813	$ -	$ 11,813	$ 131,256	0.09	100%	0.09		**$ 11,813**	$ 11,813	$ 11,813	**$ 11,813**	$ 23,626
Ambassadors (Security, front door, hospitality)_	$ 57,348	1.53	100%	1.53	$ 87,799	-	$ 87,799	$ 57,348	1.53	100%	1.53		**$ 87,799**	$ 87,799	$ 87,799	**$ 87,799**	$ 175,598
						-	$ -						$ -	$ -	$ -	$ -	$ -
				TOTAL SALARIES	**$ 1,610,211**	-	**$ 1,610,211**				**TOTAL SALARIES**	$ -	**$ 1,610,211**	**$ 1,610,211**	**$ 1,610,211**	**$ 1,610,211**	**$ 3,220,421**
				TOTAL FTE **28.70**							**TOTAL FTE** **28.70**						
				FRINGE BENEFIT RATE	32.00%	-	32.00%				**FRINGE BENEFIT RATE**	32.00%		32.00%			
				EMPLOYEE FRINGE BENEFITS	**$ 515,267**	-	**$ 515,267**				**EMPLOYEE FRINGE BENEFITS**	$ -	**$ 515,267**	**$ 515,267**	**$ 515,267**	**$ 515,267**	**$ 1,030,535**
				TOTAL SALARIES & BENEFITS	**$ 2,125,478**	-	**$ 2,125,478**				**TOTAL SALARIES & BENEFITS**	$ -	**$ 2,125,478**	**$ 2,125,478**	**$ 2,125,478**	**$ 2,125,478**	**$ 4,250,956**

$ -

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	A	B	C	D	E	F	G	AF	AG	AH
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**									
2	**OPERATING DETAIL**									
3	**Document Date**	7/1/2022								
4	**Provider Name**	Episcopal Community Services								
5	**Program**	Sanctuary								
6	**F$P Contract ID#**	1000023961								
7	**Budget Name**	**General Fund**								
8						EXTENSION YEAR				
9		**Year 1**			**Year 2**			**All Years**		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
11		Current/Actuals	**Amendment**	New	Current/Actuals	**Amendment**	New	Current/Actuals	**Modification**	New
12	Operating Expenses	Budgeted Expense	**Change**	Budgeted Expense	Budgeted Expense	**Change**	Budgeted Expense	Budgeted Expense	**Change**	Budgeted Expense
13	Rental of Property	$ 547,068	**$ -**	$ 547,068		**$ 547,068**	$ 547,068	$ 547,068	**$ 547,068**	$ 1,094,136
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 127,268	**$ -**	$ 127,268		**$ 127,268**	$ 127,268	$ 127,268	**$ 127,268**	$ 254,536
15	Office Supplies, Postage	$ 3,672	**$ -**	$ 3,672		**$ 3,672**	$ 3,672	$ 3,672	**$ 3,672**	$ 7,344
16	Building Maintenance Supplies and Repair	$ 56,114	**$ -**	$ 56,114		**$ 56,114**	$ 56,114	$ 56,114	**$ 56,114**	$ 112,228
17	Printing and Reproduction	$ 10,400	**$ -**	$ 10,400		**$ 10,400**	$ 10,400	$ 10,400	**$ 10,400**	$ 20,800
18	Insurance	$ 14,084	**$ -**	$ 14,084		**$ 14,084**	$ 14,084	$ 14,084	**$ 14,084**	$ 28,168
19	Staff Training	$ 3,500	**$ -**	$ 3,500		**$ 3,500**	$ 3,500	$ 3,500	**$ 3,500**	$ 7,000
20	Staff Travel-(Local & Out of Town)	$ 500	**$ -**	$ 500		**$ 500**	$ 500	$ 500	**$ 500**	$ 1,000
21	Staff Recruitment	$ 200	**$ -**	$ 200		**$ 200**	$ 200	$ 200	**$ 200**	$ 400
22	Program Supplies	$ 1,000	**$ -**	$ 1,000		**$ 1,000**	$ 1,000	$ 1,000	**$ 1,000**	$ 2,000
23	Client Supplies	$ 7,000	**$ -**	$ 7,000		**$ 7,000**	$ 7,000	$ 7,000	**$ 7,000**	$ 14,000
24	Telecommunications	$ 18,238	**$ -**	$ 18,238		**$ 18,238**	$ 18,238	$ 18,238	**$ 18,238**	$ 36,476
25	Other Expenses (Fees & Licenses/Taxes)	$ 2,126	**$ -**	$ 2,126		**$ 2,126**	$ 2,126	$ 2,126	**$ 2,126**	$ 4,252
42	Consultants		**$ -**			**$ -**		$ -	**$ -**	$ -
52			**$ -**			**$ -**		$ -	**$ -**	$ -
54	Subcontractors (First $25k Only)		**$ -**			**$ -**		$ -	**$ -**	$ -
55	One-time deferred Maintenance and Painting	$ 9,470	**$ -**	$ 9,470		**$ 9,470**	$ 9,470	$ 9,470	**$ 9,470**	$ 18,940
56	Defense Logistics	$ 202,043	**$ -**	202,043		**$ 202,043**	$ 202,043	$ 202,043	**$ 202,043**	$ 404,086
68	TOTAL OPERATING EXPENSES	$ 1,002,683	$ -	$ 1,002,683	$ -	$ 1,002,683	$ 1,002,683	$ 1,002,683	**$ 1,002,683**	$ 2,005,366
69										
70	Other Expenses (not subject to indirect cost %)									
71	CHEFS Kitchens - 2 meals a day X 365 days x 87 beds x $6/meal = $381,060	$ 381,060	**$ -**	$ 381,060		**$ 381,060**	$ 381,060	$ 381,060	**$ 381,060**	$ 762,120
72	Automobile Gas Oil/Maintenance	$ 2,750	**$ -**	$ 2,750		**$ 2,750**	$ 2,750	$ 2,750	**$ 2,750**	$ 5,500
73			**$ -**			**$ -**		$ -	**$ -**	$ -
83										
84	TOTAL OTHER EXPENSES	$ 383,810	**$ -**	$ 383,810	$ -	**$ 383,810**	$ 383,810	$ 383,810	**$ 383,810**	$ 767,620
85										
86	Capital Expenses									
87	IT Equipment	$ 3,750	**$ -**	$ 3,750		**$ 3,750**	$ 3,750	$ 3,750	**$ 3,750**	$ 7,500
93			**$ -**			**$ -**		$ -	**$ -**	$ -
94										
95	TOTAL CAPITAL EXPENSES	$ 3,750	**$ -**	$ 3,750	$ -	**$ 3,750**	$ 3,750	$ 3,750	**$ 3,750**	$ 7,500
96										
97	**HSH #3**							**Template last modified**		**9/1/2021**

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BUDGET NARRATIVE | **Fiscal Year**

General Fund | **FY21-22** <- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

Salaries & Benefits	Adjusted Budgeted FTE	Budgeted Salary	Justification	Calculation	Employee Name
Service Coordinators	15.40	$ 737,937	Provides direct client-center services to shelter guests as defined by contract and standards of care.	$47,918 X 15.4 FTE	Caluya/A, Sanabria/C, Saturnino/D, Hopkins/D, Fuller/E, Davis/F, Matthews/L, Clark/K, Chan/L, Chavez/M, Raymond/P, Vilazon/R, Smith/R, Bosche/T, Jose/V, DeJesus/V, 5 open
Shift Supervisors	4.20	$ 278,263	1 supervisor per shift, 3 shifts a day, 7 days a week to ensure coverage and supervisor service coordinators ensuring client-center services are delivered.	$66,253 X 4.2 FTE	Ghale/A, Jones/B, Nash/C, Taylor/J, Turner/P, Kimball/W, Open
Facilities-Maintenance Supervisor	1.00	$ 74,790	Ensures all maintenance assignments are completed in an appropriate amount of time, ensuring a safe environment as defined by contract and standards of care.	$74,790 X 1 FTE	Fischer/C
Facilities-Janitors/Launderers	4.40	$ 185,821	Ensures clean, safe, and sanitary environment as defined by contract and standards of care. Ensures that clean linin is available for guests as needed and as defined by contract and standards of care.	$42,232 X 4.4 FTE	Barron/B, Lumsey/C, Ebarra/E, Davis/F, Dominguez/J
Admin-Director of Healthy Aging	0.23	$ 30,562	To participate in weekly case conferences around senior related clients and senior related issues. Provide trainings around senior related issues and care to shelter staff.	$132,879 X .23 FTE	Tarzon/E
Admin-Site Manager	1.00	$ 85,160	Supervises Shift supervisors, ensures client-centered service delivery, staff training and support.	$85,160 X 1 FTE	TBD
Director of Interim Housing	0.85	$ 118,066	Oversees all roles and responsibilities of IH. Primary responsibility for all program performance, outcomes, staffing, policies, procedures, budgeting, and financials.	$138,901 X .85 FTE	Nnebe/E
Director of Impact and Analytics	0.09	$ 11,813	Assists with ensuring data quality of the data collection, analysis, and compliance to contract.	$131,256 X .09 FTE	Hersher/M
Ambassadors (Security, front door, hospitality)_	1.53	$ 87,799	Greeting, receiving, providing information, and processing clients to the shelter. Offering, de-escalation and safety services at the shelter locations Has additional safety responsibilities by ensuring the security of the building and guests. 1 FTE 24 hours a day, 7 days a week.	$57,348 X 4.2 FTE	TBD
		$ -			
		$ -			
		$ -			
TOTAL	28.70	$ 1,610,211			
Employee Fringe Benefits		$ 515,267	Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.		
Salaries & Benefits Total		$ 2,125,478			

Operating Expenses		Budgeted Expense	Justification	Calculation
Rental of Property		$ 547,068	includes rental expenses	$45,589 X 12 months
Utilities(Elec, Water, Gas, Phone, Scavenger)		$ 127,268	includes expenses for electricity and gas	$10,606 X 12 months
Office Supplies, Postage		$ 3,672	covers office and meeting supplies; postage expenses	$306 X 12 months
Building Maintenance Supplies and Repair		$ 56,114	includes cleaning supplies, site repairs and maintenance expenses	$4,676 X 12 months
Printing and Reproduction		$ 10,400	covers expenses for printing and copying/reproduction	$867 X 12 months
Insurance		$ 14,084	covers site liability insurance	$1,174 X 12 months
Staff Training		$ 3,500	includes training expenses for staff	$292 X 12 months
Staff Travel-(Local & Out of Town)		$ 500	covers local travel expenses for staff	$42 X 12 months
Staff Recruitment		$ 200	staff recruitment expenses	$17 X 12 months
Program Supplies		$ 1,000	includes program supplies expenses	$83 X 12 months
Client Supplies		$ 7,000	includes client supplies expenses	$583 X 12 months
Telecommunications		$ 18,238	covers cellphone and Wi-Fi connectivity expenses	$1,520 X 12 months
Other Expenses (Fees & Licenses/Taxes)		$ 2,126	includes fees, licenses and tax expenses	$177 X 12 months
		$ -		
Consultants		$ -		
		$ -		
		$ -		
Subcontractors (First $25k Only)		$ -		
One-time deferred Maintenance and Painting		$ 9,470	includes painting due to wear and tear	$9,470
Defense Logistics		$ 202,043	July 2021 through Feb 2022	
TOTAL OPERATING EXPENSES		$ 1,002,683		
Indirect Cost	15.0%	$ 469,224		

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
CHEFS Kitchens - 2 meals a day X 365 days x 87 beds x $6/meal =	$ 381,060	include 2 meals (breakfast and dinner)	2 meals a day X 365 days x 87 beds x $6/meal = $381,060
Automobile Gas Oil/Maintenance	$ 2,750	include gas, oil and maintenance services	$229 x 12 months
	$ -		
TOTAL OTHER EXPENSES	$ 383,810		

Capital Expenses	Amount	Justification	Calculation
IT Equipment	$ 3,750	includes expenses for IT equipment	$312.50 X 12 months
TOTAL CAPITAL EXPENSES	$ 3,750		

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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2022

Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2022	1
Amended Term	7/1/2021	6/30/2023	2

Provider Name	Episcopal Community Services
Program	Sanctuary
F$P Contract ID#	1000023961
Action (select)	Amendment
Effective Date	7/1/2022
Budget Name	**Emergency Services Grant (ESG)**

	Current	**New**	
Term Budget	$ 89,000	$ 178,000	
Contingency	$ 1,964,585	$ 411,014	5%
Not-To-Exceed	$ 6,110,917	$ 8,631,291	

EXTENSION YEAR

		Year 1			**Year 2**			**All Years**		
		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
		Current/Actuals	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**
	Expenditures									
	Salaries & Benefits	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
	Operating Expense	$ 79,464	**$ -**	$ 79,464	$ -	$ 79,464	$ 79,464	$ 79,464	$ 79,464	$ 158,928
	Subtotal	$ 79,464	**$ -**	$ 79,464	$ -	$ 79,464	$ 79,464	$ 79,464	$ 79,464	$ 158,928
	Indirect Percentage	12.00%		12.00%	12.00%		12.00%			
	Indirect Cost (Line 21 X Line 22)	$ 9,536	**$ -**	$ 9,536	$ -	$ 9,536	$ 9,536	$ 9,536	$ 9,536	$ 19,071
	Other Expenses (Not subject to indirect %)	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
	Capital Expenditure	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
	Admin Cost (HUD Agreements Only)	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
	Total Expenditures	**$ 89,000**	**$ -**	**$ 89,000**	**$ -**	$ 89,000	**$ 89,000**	**$ 89,000**	$ 89,000	**$ 177,999**
	HSH Revenues (select)									
	General Fund - Ongoing			$ -			$ -	$ -	**$ -**	$ -
				$ -			$ -	$ -	**$ -**	$ -
	General Fund - Security & De-escalation Funding			$ -			$ -	$ -	**$ -**	$ -
	HUD ESG (CFDA 14.231)	$ 89,000		$ 89,000		$ 89,000	$ 89,000	$ 89,000	$ 89,000	$ 178,000
	General Fund - One-Time			$ -			$ -	$ -	**$ -**	$ -
	Total HSH Revenues	**$ 89,000**	**$ -**	**$ 89,000**	**$ -**	$ 89,000	**$ 89,000**	**$ 89,000**	$ 89,000	**$ 178,000**
	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)									
				$ -			$ -	$ -	**$ -**	$ -
				$ -			$ -	$ -	**$ -**	$ -
	Total Other Revenues	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
	Total HSH + Other Revenues	**$ 89,000**	**$ -**	**$ 89,000**	**$ -**	$ 89,000	**$ 89,000**	**$ 89,000**	**$ 89,000**	**$ 178,000**
	Rev-Exp (Budget Match Check)	$ -		$ -	$ -		$ -	$ -		$ -

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1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**									
2	**OPERATING DETAIL**									
3	**Document Date**	7/1/2022								
4	**Provider Name**	Episcopal Community Services								
5	**Program**	Sanctuary								
6	**F$P Contract ID#**	1000023961								
7	**Budget Name**	**Emergency Services Grant (ESG)**								
8						**EXTENSION YEAR**				
9		**Year 1**			**Year 2**			**All Years**		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
11		Current/Actuals	**Amendment**	New	Current/Actuals	**Amendment**	New	Current/Actuals	**Modification**	New
12	Operating Expenses	Budgeted Expense	**Change**	Budgeted Expense	Budgeted Expense	**Change**	Budgeted Expense	Budgeted Expense	**Change**	Budgeted Expense
13	Rental of Property	$ 39,732	**$ -**	$ 39,732		**$ 39,732**	$ 39,732	$ 39,732	**$ 39,732**	$ 79,464
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 39,732	**$ -**	$ 39,732		**$ 39,732**	$ 39,732	$ 39,732	**$ 39,732**	$ 79,464
15	Office Supplies, Postage		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
16	Building Maintenance Supplies and Repair		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
17	Printing and Reproduction		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
18	Insurance		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
19	Staff Training		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
20	Staff Travel-(Local & Out of Town)		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
21	Rental of Equipment		**$ -**	$ -		**$ -**	$ -	$ -	**$ -**	$ -
22			**$ -**			**$ -**		$ -	**$ -**	$ -
67										
68	TOTAL OPERATING EXPENSES	$ 79,464	$ -	$ 79,464	$ -	$ 79,464	$ 79,464	$ 79,464	**$ 79,464**	$ 158,928
69										
70	Other Expenses (not subject to indirect cost %)									
71			**$ -**			**$ -**		$ -	**$ -**	$ -
72			**$ -**			**$ -**		$ -	**$ -**	$ -
83										
84	TOTAL OTHER EXPENSES	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
85										
86	Capital Expenses									
87			**$ -**			**$ -**		$ -	**$ -**	$ -
94										
95	TOTAL CAPITAL EXPENSES	$ -	**$ -**	$ -	$ -	**$ -**	$ -	$ -	**$ -**	$ -
96										
97	**HSH #3**							**Template last modified**		**9/1/2021**

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BUDGET NARRATIVE **Fiscal Year**

Emergency Services Grant (ESG) **FY21-22** **<- Select from the drop-down list the fiscal year in which the proposed budget ch**

Operating Expenses		Budgeted Expense	Justification	Calculation
Rental of Property		$ 39,732	includes rental expenses	$3,311 X 12 months
Utilities(Elec, Water, Gas, Phone, Scavenger)		$ 39,732	includes expenses for electricity and gas	$3,311 X 12 months
Office Supplies, Postage		$ -		
Building Maintenance Supplies and Repair		$ -		
Printing and Reproduction		$ -		
Insurance		$ -		
Staff Training		$ -		
Staff Travel-(Local & Out of Town)		$ -		
Rental of Equipment		$ -		
		$ -		
TOTAL OPERATING EXPENSES		$ 79,464		
Indirect Cost	12.0%	$ 9,536		

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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2022		
Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2022	1
Amended Term	7/1/2021	6/30/2023	2
Provider Name	Episcopal Community Services		
Program	Sanctuary		
F$P Contract ID#	1000023961		
Action (select)	Amendment		
Effective Date	7/1/2022		
Budget Name	**COVID Lunches**		

	Current	**New**	
Term Budget	$ 72,387	$ 72,387	
Contingency	$ 1,964,585	$ 411,014	5%
Not-To-Exceed	$ 6,110,917	$ 8,631,291	

	Year 1			**All Years**		
	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
	Current/Actuals	**Amendment**	**New**	**Current/Actuals**	**Amendment**	**New**
Expenditures						
Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	$ -
Operating Expense	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Percentage	0.00%		0.00%			
Indirect Cost (Line 21 X Line 22)	$ -	$ -	$ -	$ -	$ -	$ -
Other Expenses (Not subject to indirect %)	$ 72,387	$ -	$ 72,387	$ 72,387	$ -	$ 72,387
Capital Expenditure	$ -	$ -	$ -	$ -	$ -	$ -
Admin Cost (HUD Agreements Only)	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ 72,387**	**$ -**	**$ 72,387**	**$ 72,387**	**$ -**	**$ 72,387**
HSH Revenues (select)						
General Fund - Ongoing			$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -
General Fund - Security & De-escalation Funding			$ -	$ -	$ -	$ -
HUD ESG (CFDA 14.231)			$ -	$ -	$ -	$ -
General Fund - One-Time	$ 72,387		$ 72,387	$ 72,387	$ -	$ 72,387
			$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -
Total HSH Revenues	**$ 72,387**	$ -	**$ 72,387**	**$ 72,387**	**$ -**	**$ 72,387**
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)						
			$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -
Total Other Revenues	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH + Other Revenues	**$ 72,387**	$ -	**$ 72,387**	**$ 72,387**	**$ -**	**$ 72,387**
Rev-Exp (Budget Match Check)	$ -		$ -	$ -		$ -

Prepared by	
Phone	
Email	

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	A	B	C	D	AF	AG	AH
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**						
2	**OPERATING DETAIL**						
3	**Document Date**	7/1/2022					
4	**Provider Name**	Episcopal Community Services					
5	**Program**	Sanctuary					
6	**F$P Contract ID#**	1000023961					
7	**Budget Name**	**COVID Lunches**					
8							
9		**Year 1**			**All Years**		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2023	7/1/2021 - 6/30/2023
11		Current/Actuals	**Amendment**	New	Current/Actuals	**Modification**	New
12	Operating Expenses	Budgeted Expense	**Change**	Budgeted Expense	Budgeted Expense	**Change**	Budgeted Expense
13	Rental of Property		**$ -**		$ -	**$ -**	$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)		**$ -**		$ -	**$ -**	$ -
15	Office Supplies, Postage		**$ -**		$ -	**$ -**	$ -
16	Building Maintenance Supplies and Repair		**$ -**		$ -	**$ -**	$ -
17	Printing and Reproduction		**$ -**		$ -	**$ -**	$ -
18	Insurance		**$ -**		$ -	**$ -**	$ -
19	Staff Training		**$ -**		$ -	**$ -**	$ -
20	Staff Travel-(Local & Out of Town)		**$ -**		$ -	**$ -**	$ -
21	Rental of Equipment		**$ -**		$ -	**$ -**	$ -
41			**$ -**		$ -	**$ -**	$ -
42	Consultants		**$ -**		$ -	**$ -**	$ -
43			**$ -**		$ -	**$ -**	$ -
53			**$ -**		$ -	**$ -**	$ -
54	Subcontractors (First $25k Only)		**$ -**		$ -	**$ -**	$ -
55			**$ -**		$ -	**$ -**	$ -
67							
68	TOTAL OPERATING EXPENSES	$ -	$ -	$ -	$ -	**$ -**	$ -
69							
70	Other Expenses (not subject to indirect cost %)						
71	COVID-19 lunches	$ 72,387	**$ -**	$ 72,387	$ 72,387	**$ -**	$ 72,387
72			**$ -**		$ -	**$ -**	$ -
83							
84	TOTAL OTHER EXPENSES	$ 72,387	**$ -**	$ 72,387	$ 72,387	**$ -**	$ 72,387
85							
86	Capital Expenses						
87			**$ -**		$ -	**$ -**	$ -
94							
95	TOTAL CAPITAL EXPENSES	$ -	**$ -**	$ -	$ -	**$ -**	$ -
96							
97	**HSH #3**				**Template last modified**		**9/1/2021**

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BUDGET NARRATIVE **Fiscal Year**

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

Fiscal Term Start #N/A Fiscal Term End #N/A

Salaries & Benefits	Adjusted Budgeted FTE	Budgeted Salary	Justification	Calculation	Employee Name
	#N/A	#N/A			
	#N/A	#N/A			
TOTAL	#N/A	#N/A			
Employee Fringe Benefits			Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.		
		#N/A			
Salaries & Benefits Total		#N/A			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	#N/A		
Utilities(Elec, Water, Gas, Phone, Scavenger)	#N/A		
Office Supplies, Postage	#N/A		
Building Maintenance Supplies and Repair	#N/A		
Printing and Reproduction	#N/A		
Insurance	#N/A		
Staff Training	#N/A		
Staff Travel-(Local & Out of Town)	#N/A		
Rental of Equipment	#N/A		
	#N/A		
	#N/A		
Consultants	#N/A		
	#N/A		
	#N/A		
Subcontractors (First $25k Only)	#N/A		
	#N/A		
	#N/A		
TOTAL OPERATING EXPENSES	#N/A		
Indirect Cost	#N/A	#N/A	

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
COVID-19 lunches	#N/A		
	#N/A		
	#N/A		
TOTAL OTHER EXPENSES	#N/A		

Capital Expenses	Amount	Justification	Calculation
	#N/A		
	#N/A		
TOTAL CAPITAL EXPENSES	#N/A		

Admin Cost (HUD Agreements Only)	Amount	Justification	Calculation
TOTAL ADMIN EXPENSES	$ -		
Allowable Admin Cost	#N/A		
Difference	#N/A		

*** Note: Per HUD CoC requirements, Administrative budgets may only be spent on specific HUD-authorized Eligible Costs, which include:**

Category	Description	Examples	Notes
1) General Management, Oversight, and Coordination	**(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:		In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant.
	A) Prepare and update program budgets and schedules;	Budget/Finance Manager	
	B) Develop systems for assuring compliance with program requirements;	IT Manager	
	C) Develop agreements with subrecipients and contractors to carry out program activities;	Contracts/Grants Manager	
	D) Monitor program activities for progress and compliance with program requirements;	Program Manager	
	E) Prepare reports and other documents directly related to the program for submission to HUD;	Program Manager	
	F) Coordinate the resolution of audit and monitoring findings;	Program Manager, Accountant	
	G) Evaluate program results against stated objectives; or	Data & Performance Analyst	
	H) Manage or supervise persons whose primary responsibilities with regard to the program include these administrative tasks.	CEO, Executive Director, Program Director, Chief Financial Officer	
	(ii) Travel costs incurred for monitoring of subrecipients;	Car rental, fuel, airfare, lodging	
	(iii) Administrative Services performed under third-party contracts or agreements	IT Services, Adminstrative Temp Agency, Outside Auditor	
	(iv) Other costs for goods and services required for administration of the program	Office Supplies & Postage, Printing & Reproduction, Utilities	
2) Training on Continuum of Care Requirements	Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.	Staff Training, Staff Travel, Conference Expenses	
3) Environmental Review	Costs of carrying out the environmental review responsibilities under § 578.31.		

For more information on Eligible Admininstrative Costs, see Section 578.59 (page 87) of the CoC Program Interim Rule, 24 CFR:

https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf

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Appendix C, Method of Payment

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

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

A. Timelines: Grantee shall submit all invoices and any related required documentation in the format specified 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. Invoicing System:

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: https://contracts.sfhsa.org.

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

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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 or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: http://hsh.sfgov.org/overview/provider-updates/.

D. Spend Down

1. 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

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

a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
   1) Program Monitoring;
   2) Fiscal and Compliance Monitoring;
   3) Year End Invoice Review;
   4) Monthly Invoice Review;
   5) As needed per HSH request; and/or
   6) As needed to fulfill audit and other monitoring requirements.

2. All documentation requested by and submitted to HSH must:
   a. Be easily searchable (e.g., PDF) or summarized;
   b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
   c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
   d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.

3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund	
Type	**Instructions and Examples of Documentation**
Salaries & Benefits	Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted. Documentation shall include, 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,

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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.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

Housing and Urban Development (HUD) Emergency Solutions Grant (ESG): CFDA #14.231	
Type	**Instructions and Example of Documentation**
Emergency Shelter	Grantee may use this line item in accordance with 24 CFR 576.102, 576.2 – Shelter. Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as: • Housing stability case management; • Life skills training; and/or • Mental health and/or substance abuse services.

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Housing and Urban Development (HUD) Emergency Solutions Grant (ESG): CFDA #14.231	
Type	**Instructions and Example of Documentation**
	Documentation may also include proof of eligible payment of shelter maintenance; insurance; or utilities associate with a shelter location.

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

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);

2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request 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 or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the 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 $1/10^{th}$ per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.

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2. All advance repayments must be recovered within the fiscal year for which it was made.

3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

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Appendix D – Interests In Other City Grants

CITY DEPARTMENT OR COMMISSION	Date of Grant	Amount of Grant
DAS – Senior Services – Case Management	7/1/18 - 6/30/21	891,026
DAS – Senior Services – Community Services	1/1/21-6/30/23	648,308
DAS – Senior Services – Congregate Meals (AWD)	7/1/17-6/30/21	114,738
DAS – Senior Services – Congregate Meals (Seniors/ENP)	7/1/17-6/30/21	935,815
DHSH – Coordinated Entry – Access Points	7/1/20–6/30/21	3,849,574
DHSH - Housing - 1180 4th Street Housing	7/1/14 – 6/30/24	4,112,250
DHSH – Housing – 455 Fell Street	5/15/19 – 6/30/22	840,179
DHSH – Housing – Auburn	7/1/17 – 6/30/21	4,249,484
DHSH - Housing – Bishop Swing	7/1/20 – 6/30/23	2,143,395
DHSH – Housing – Bishop Swing/CoC Rental Assistance	4/1/18-3/31/21	1,198,503
DHSH – Housing – Bishop Swing/CoC Rental Assistance	4/1/21-3/31/24	1,229,514
DHSH - Housing - Canon Barcus	7/1/20 - 6/30/23	1,499,118
DHSH – Housing – Canon Barcus/CoC Rental Assistance	71/1/20-6/30/23	1,999,193
DHSH – Housing – Canon Kip Community House	7/1/20– 6/30/23	964,332
DHSH – Housing – Canon Kip/CoC Rental Assistance	12/1/18-11/30/21	4,648,341
DHSH - Housing - Canon Kip/SHP	1/1/21-12/31/23	339,420
DHSH - Housing - CNC - Alder	1/1/21 - 2/29/24	5,853,153
DHSH - Housing - CNC - Crosby	1/1/21-2/29/24	5,507,768
DHSH - Housing - CNC - Elm	1/1/21-2/29/24	4,215,324
DHSH - Housing - CNC - Hillsdale	1/1/21-2/29/24	3,850,311
DHSH - Housing - CNC - Mentone	1/1/21-2/29/24	4,081,690
DHSH - Housing - Granada Hotel	1/1/21-1/31/23	2,558,643
DHSH - Housing - Henry Hotel	7/1/19 – 6/30/22	6,408,789
DHSH – Housing – Henry Hotel/CoC Rental Assistance	8/1/18-7/31/21	2,901,702
DHSH – Housing – Minna Lee	4/1/18 – 6/30/23	1,846,060
DHSH – Housing – Post Hotel	9/1/20-6/30/23	7,677,850
DHSH – Housing – The Rose Hotel	7/1/20 – 6/30/23	188,778
DHSH - Housing - The Rose/SHP	1/1/21-12/31/23	357,830
DHSH – Interim Housing – Bryant Storage	12/1/18–11/30/20	1,113.896
DHSH – Interim Housing – Bryant Storage	12/1/20 – 2/29/24	2,219,168
DHSH – Interim Housing – SIP Hotel/Americania Hotel	9/1/20-3/31/22	8,486,947
DHSH – Interim Housing – SIP Hotel/Civic Center Motor Inn	9/1/20-6/30/22	4,098,229
DHSH – Interim Housing – SIP Hotel/Cova Hotel	9/1/20-6/30/22	7,361,013
DHSH – Interim Housing – SIP Hotel/Diva Hotel	9/1/20-6/30/22	8,473,540
DHSH – Interim Housing – SIP Hotel/Good Hotel	9/1/20-12/31/21	6,774,266
DHSH – Interim Housing – SIP Hotel/Tilden Hotel	9/1/20-6/30/22	8,257,513
DHSH – Interim Housing – SIP Hotel/Union Square Hotel	9/1/20-3/31/22	6,993,913
DHSH – Interim Housing – SIP Hotel/Vintage Court Hotel	9/1/20-6/30/22	5,801,343
DHSH – Interim Housing – Winter InterFaith	11/1/14 – 6/30/21	2,023,146
DHSH – Rapid Rehousing (CESH)	7/1/20-6/30/21	275,902
DHSH – Rapid Rehousing (GF)	7/1/20-6/30/21	119,855

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DHSH - Rapid Rehousing (HEAP)	7/1/20-6/30/21	1,169,319
DHSH – Rapid Rehousing (HUD/ESG)	7/1/20-6/30/21	53,943
DPH – Behavioral Health Services	7/1/18 – 12/31/22	5,153,712
DPH – COVID19 – Site Y and Site 37	12/1/20-11/30/21	7,250,044
HSA – Employment Services	2/1/18 – 6/30/21	1,227,839
MOHCD – Adult Education Center – CDBG/GF	7/1/20 – 6/30/21	80,000
MOHCD – OEWD – Culinary Training	7/1/20- 6/30/21	175,000

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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

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those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

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

A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:

i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration[1]) costs, paragraph (f);
iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).

B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:

i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

[1] 2 CFR § 200.332(a)(1)(xiv)

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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;

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vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));

viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;

ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and

x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

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

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

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

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

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

B. Overtime. No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

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receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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

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

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

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

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

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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

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agreements) and require that all recipients of such awards in excess of $100,000 shall certify and disclose accordingly.

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

XIII. Single Audit Requirements

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

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

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

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

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

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

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

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Appendix 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).

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

GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
EPISCOPAL COMMUNITY SERVICES

THIS GRANT AGREEMENT ("Agreement") is made as of **July 1, 2021**, in the City and County of San Francisco, State of California, by and between **EPISCOPAL COMMUNITY SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department"),

RECITALS

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

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

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

ARTICLE 1
DEFINITIONS

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

(a) "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or

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

(c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.

(d) "Charter" shall mean the Charter of City.

(e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.

(f) "Controller" shall mean the Controller of City.

(g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.

(h) "Event of Default" shall have the meaning set forth in Section 11.1.

(i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.

(k) "Funding Request" shall have the meaning set forth in Section 5.3(a).

(l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

(m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided, Appendix A-1, Services to be Provided and Appendix B, Budget.

(o) "HUD" shall mean the United States Department of Housing and Urban Development as referenced by Title 42 United States Code section 3532.

(p) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(q) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and

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nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(r) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

(s) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

(t) "Subrecipient of HUD funding" shall mean a private nonprofit organization, state, local government, or instrumentality of a state or local government that receives a subgrant from a Recipient of HUD funding to carry out a project as referenced by 24 Code of Federal Regulations part 578.3 (2015).

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

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

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

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

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certification of funds, and such assumption is part of the consideration for this Agreement.

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

2.3 **Automatic Termination for Non-Appropriation of Funds**. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 **SUPERSEDURE OF CONFLICTING PROVISIONS**. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 **Maximum Costs**. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3
TERM

3.1 **Effective Date**. This Agreement shall become effective when the Controller has certified

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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, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

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

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

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other

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

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third

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

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Six Million One Hundred Ten Thousand Nine Hundred Seventeen Dollars ($6,110,917).**

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Thirty Six Thousand Nine Hundred Seventy Two Dollars ($2,036,972)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided, Appendix A-1, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds

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in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

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

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix F, Federal Requirements and Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement.

ARTICLE 6

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REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 **Regular Reports**. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 **Organizational Documents**. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 **Notification of Defaults or Changes in Circumstances**. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 **Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 **Books and Records**. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 **Inspection and Audit**. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by

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Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

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

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

ARTICLE 7
TAXES

7.1 **Grantee to Pay All Taxes**. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 **Use of City Real Property**. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to

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property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

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

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

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

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in

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connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly

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by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

9.4 **LIMITATION ON LIABILITY OF CITY**. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY

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SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10
INSURANCE

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars ($1,000,000) each accident, injury, or illness.

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

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

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

(a) Name as Additional Insured City and its officers, agents and employees.

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

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

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

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policies.

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

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

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

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

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

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

(a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance**. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws**. Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants**. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or

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observance is due.

(e) **Cross Default**. Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency**. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency**. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any

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Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

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

ARTICLE 12
DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity

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would use to protect its own proprietary or confidential data.

12.2 **Sunshine Ordinance**. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 **Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13
ASSIGNMENTS AND SUBCONTRACTING

13.1 **No Assignment by Grantee**. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 **Agreement Made in Violation of this Article**. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

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

(a) **Limitations**. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation

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under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract**. Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

ARTICLE 14
INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

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(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

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

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

If to Grantee: Episcopal Community Services
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
Attn: Mary Elizabeth Stokes
Email: bstokes@ecs-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.

ARTICLE 16

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COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

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

(b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits**. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract**. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference**. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code,

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including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars ($50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

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

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

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

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16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.13 Reserved. (Working with Minors).

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

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

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

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

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

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

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

(1) Treat all shelter clients equally, with respect and dignity;

(2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;

(3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers

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are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;

(4) Provide feminine hygiene and incontinence supplies upon request;

(5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;

(6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;

(7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;

(8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:

A. Appropriate and secure storage of medication;

B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and

C. Reasonable modifications to shelter policies, practices, and procedures.

(9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;

(10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;

(11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;

(12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;

(13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;

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(14) Provide daytime access to beds in all 24-hour shelters;

(15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;

(16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;

(17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;

(18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;

(19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall:

(20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;

(21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;

(22) Provide at least one front line staff at each site that is bilingual in English and Spanish;

(23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;

(24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;

(25) Require all shelter staff to wear a badge that identifies the staff person by name and position;

(26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;

(27) Provide public notification at least 24 hours in advance of on-site, community

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meetings;

(28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;

(29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;

(30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and

(31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:

A. Hand washing requirements and other communicable disease prevention;

B. Proper food handling and storage;

C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;

D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;

E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;

F. On-the-job burn-out prevention;

G. Requirements under the ADA;

H. Policies and procedures explained in shelter training manuals; and

I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

(1) To be liable to the City for liquidated damages as provided below;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;

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(3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to $1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;

(4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

16.23 Additional Requirements for Federally-Funded Awards

(a) Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.

(b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:

(1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

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

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

ARTICLE 17
MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or

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approval to or of any subsequent similar act.

17.2 **Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 **Administrative Remedy for Agreement Interpretation**. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 **Governing Law; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 **Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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

Appendix A, Services to be Provided
Appendix A-1, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees
Appendix F, Federal Requirements
Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement

17.7 **Certified Resolution of Signatory Authority**. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and

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enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

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

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure.

(a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at

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https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29__3adc.PDF . The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

(b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

(c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:

(1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.

(2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

(3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee.

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The Department will respond in writing within 10 working days.

(d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29__3adc.PDF.

(e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided and Appendix A-1, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided and Appendix A-1, Services to be Provided must be approved by the Department.

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

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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

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

By: DocuSigned by: Shireen McSpadden CAD7B781896B449...
Shireen McSpadden
Executive Director

GRANTEE

EPISCOPAL COMMUNITY SERVICES

By: DocuSigned by: Mary Elizabeth Stokes 2E6F81C95BDB477...
Mary Elizabeth Stokes
Executive Director
City Supplier Number: 20568
DUNS Number:151172095

Approved as to Form:
DAVID CHIU
City Attorney

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

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Appendix A, Services to be Provided
by
Episcopal Community Services
Sanctuary Shelter

I. Purpose of Grant

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

II. Served Population

Grantee shall serve single adults, aged 18 years and older, 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.

In order to access a single adult shelter, guests must:

- Be a single adult, age 18 or over;
- Have a CHANGES (or successor system) profile with basic demographic information, including photo and finger images, if available in the software system;
- Have a current Tuberculosis (TB) screening clearance. This documentation must be updated annually, or as recommended by the Department of Public Health (DPH); and
- Be able to self-care, as defined by DPH.

Guests must obtain one-night or weekend reservations through HSH-authorized agencies, such as Shelter Reservation Sites or Resource Centers.

For extended, time-limited reservations, guests must get on the Citywide Waitlist administered by 311. Once a guest's name reaches the top of the waitlist, they will have 10 calendar days to claim a shelter reservation. Guests may access their waitlist status the following ways:

- Calling 311 within San Francisco or 415.701.2311;
- Going to the 311 website at https://sf311.org/shelter-reservation-waitlist; or
- Viewing posted Waitlist status at Reservation Sites, Resource Centers or single adult shelters.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to accommodate up to 124 guests at any given time, unless City requires Grantee to adjust the number served to maintain the health and safety of guests in accordance with City requirements. Grantee shall adhere to the Shelter Standards of Care Legislation[1] unless otherwise

[1] https://sfgov.org/sheltermonitoring/sites/default/files/Standard%20of%20Care%20List.pdf

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directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes.

2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the shelter facility's hours of operation.

3. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillow case, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity in compliance with the Shelter Standards of Care Legislation[2].

4. Security: Grantee shall coordinate site security and screening, including adherence to relevant HSH policies.

5. Meals: Grantee shall provide breakfast and dinner to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project.

6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility, in accordance with Shelter Standards of Care legislation[2].

7. Entry: Grantee shall lock the facility at night with guest entry monitored by Grantee staff.

B. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:

1. Orientation: Grantee shall provide weekly orientation meetings to shelter guests.

2. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits. This may also include information and referral assistance in identifying, applying for, and establishing appointments with benefits such as food programs, medical clinics and in-home support.

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

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3. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas.

4. Referrals and Coordination of Services: Grantee shall refer to and coordinate with ECS Behavioral Health Services to help guests to access services available within the community. Grantee shall provide access to supportive services provided by SF START. Grantee shall provide referrals and linkages to other service providers as requested and required of the Individual Service Plan. Grantee shall assist with matching referrals to SF START.

   Referrals and Coordination of Services: Grantee shall make referrals to Access Points, and eliminate barriers to connect guests to Access Points. Grantee may provide other resources to help individuals stabilize and begin the progress out of homelessness. Grantee shall also communicate and coordinate with outside service providers to support existing guests in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits.

5. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support. These events may be planned with or based on input from guests and shall be held onsite.

6. Emergency Response and Conflict Resolution: Grantee shall provide Support Services staff who shall be equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution during the shelter hours of operation.

7. Wellness Checks: Grantee shall conduct wellness checks, in accordance to HSH policies, as necessary, to identify guests who show signs of concern.

V. Location and Time of Services

Grantee shall provide Shelter Services at 201 Eighth Street, San Francisco, seven days per week, 24-hours per day.

VI. Service Requirements

A. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH reserves the right to request shelter expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that Grantee use their own staff during these expansions; however, if

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Grantee staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

B. Staffing and Volunteers:
   1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
   2. Grantee shall recruit and train individuals experiencing homelessness to be part of the volunteer program. Guests may assist with janitorial services and set-up.
   3. Grantee shall develop incentives designed to encourage guests to volunteer in the shelter.

C. Possession of Licenses/Permits: Grantee warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

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

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

F. Dietary and Food Safety

   Grantee shall meet the following meal dietary requirements:
   1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established many 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;

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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.

G. Facilities:
1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards[2]. 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.
2. Grantee shall provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, DPH, Department of Building Inspection and the Mayor's Office.

H. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building; and

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5. Active discouragement of loitering in the area surrounding the building..

I. 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.

J. 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 requested;
4. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
5. Attendance of the Shelter Monitoring Committee Meetings;
6. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service[3];
7. Adherence to the City service or companion animals policy;
8. Adherence to the HSH Cold/Wet Weather Policy;
9. Adherence to the TB Infection Control Guidelines for Homeless;
10. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.

K. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.

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

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L. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.

M. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

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

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

P. Partner Provider MOU: Grantee shall establish written Memoranda of Understanding (MOUs) with Subcontractors, as required by HSH.

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VII. Service Objectives

A. Grantee shall provide emergency shelter services for up to 124 guests per night at any given time.

B. 100 percent of shelter staff shall be trained using the Homeless Shelter Training Guide.

C. A minimum of 50 percent of single adults shall complete a Satisfaction Survey each quarter using the survey instrument provided by HSH.

D. 100 percent of guests will use the finger imager upon entry into the shelter to determine if they have a reservation. Of the shelter guests with a finger image on file, 75 percent will be checked in biometrically as documented by a CHANGES report. A manual check-in will be done only when the biometric check-in is not possible.

E. Grantee shall report the number of guests receiving case management services and indicate the services received and outcomes.

F. Grantee shall achieve an average daily bed occupancy of 95 percent.

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 Online Navigation and Entry (ONE) system, and CARBON.

A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.

B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.

C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the

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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 HSH, 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 HSH's Critical Incident Report Policy and report critical incidents to HSH 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 HSH and respond to requests by the HSH in a timely manner.

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

X. Monitoring Activities

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

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

C. Food Safety: Grantee shall be responsible to utilize DPH RD support services to provide annual monitoring and evaluation of food safety/sanitation, meal

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preparation/service and menu documentation. Report will include recommendations and actions that shelter has taken to address any compliance issues noted.

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Appendix A-1, Services to be Provided
by
Episcopal Community Services
Sanctuary ESG Shelter

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter services to the served population.

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 Homeless[1]:

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 new guests will be referred by HSH via Coordinated Entry through Access Points. The Access Point staff assesses individuals for service needs and eligibility, and conduct Problem Solving conversations. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

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.

Guests must obtain one-night or weekend reservations through HSH-authorized agencies, such as Shelter Reservation Sites or Resource Centers. For extended, time-limited reservations, guests must get on the Citywide Waitlist administered by 311.

IV. Description of Services

[1] See 24 CFR 576.2.

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Grantee shall provide Emergency Shelter Services to up to 124 guests at any given time, including the following services:

A. Emergency Shelter[2]:
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 guests at shelter location; and
7. Shelter furnishings.

V. Location and Time of Services

Grantee shall provide Shelter Services at 201 Eighth Street, San Francisco, CA 94103, seven days per week, 24-hours per day.

VI. Service Requirements

A. Language and Interpretation Services: 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. Critical Incidents: 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. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described, such policies must include a provision that referrals are accepted for services without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV/AIDS status.

D. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide feedback about the program. Feedback methods shall include a written annual survey, which shall be offered to the served population to gather feedback, assess tenant satisfaction, and evaluate the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

[2] See 24 CFR §576.102, §576.2.

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

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Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

H. Record Keeping, Documentation, and Files: Grantee shall maintain confidential files on the served population, which shall contain developed plans, notes, and records of progress towards goals.

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

VII. Service Objectives

Grantee shall achieve the following service objectives annually:

A. Grantee shall check in at least 95 percent of all beds reserved and maintain accurate daily attendance in the ONE system.

B. One hundred percent of shelter staff shall be trained in compliance with standards of care.

C. Grantee shall administer an annual survey to 100 percent of guest that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives annually:

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

IX. Reporting Requirements

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

A. Evaluative Studies: 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.

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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 and families served,
   2. Number of individuals moved int more stable housing; and
   3. Number of individuals and families receiving shelter services.

C. Match Funds: 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 576[3].

D. Personnel Activity Reports: Per HSH instructions, Grantees, partners, and subcontractors shall create and maintain personnel activity report time records showing the amount of time spent by Grantee personnel on HUD ESG projects and the costs associated with those activities. All timekeeping records shall reflect a daily breakdown of time spent on HUD ESG-funded eligible activities versus non-eligible activities.

E. Ad Hoc Reports: Grantee shall provide Ad Hoc reports as required by HSH.

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

X. Monitoring Activities

A. Program Monitoring: Grantee is subject to programmatic monitoring and/or audits, at any time, such as, but not limited to, review of the following: served population files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of match sources, personnel activity reports, proper accounting for funds and other operational and administrative activities, back-up documentation for reporting progress towards meeting service and outcome objectives, and Disaster and Emergency Response Plan and training. For additional information regarding the monitoring requirements surrounding ESG, see ESG Subrecipient Grant Management: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2/.

B. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the

[3] See 24 CFR 576.201.

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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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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2021

Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2022	1
Amended Term	7/1/2021	6/30/2022	1

Provider Name	Episcopal Community Services
Program	Sanctuary
F$P Contract ID#	1000023961
Action (select)	New Agreement
Effective Date	7/1/2021
Budget Names	**General Fund, Emergency Services Grant (ESG)**

	Current	**New**	
Term Budget	$ -	$ 4,073,945	
Contingency	$ -	$ 2,036,972	50%
Not-To-Exceed	$ -	$ 6,110,917	

	Year 1			**All Years**		
	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022
			New			**New**
Expenditures						
Salaries & Benefits	$ -	$ 2,327,521	$ 2,327,521	$ -	$ 2,327,521	$ 2,327,521
Operating Expense	$ -	$ 880,104	$ 880,104	$ -	$ 880,104	$ 880,104
Subtotal	$ -	$ 3,207,625	$ 3,207,625	$ -	$ 3,207,625	$ 3,207,625
Indirect Percentage						
Indirect Cost (Line 21 X Line 22)	$ -	$ 478,760	$ 478,760	$ -	$ 478,760	$ 478,760
Other Expenses (Not subject to indirect %)	$ -	$ 383,810	$ 383,810	$ -	$ 383,810	$ 383,810
Capital Expenditure	$ -	$ 3,750	$ 3,750	$ -	$ 3,750	$ 3,750
Admin Cost (HUD Only)	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	$ 4,073,945	**$ 4,073,945**	**$ -**	$ 4,073,945	**$ 4,073,945**
HSH Revenues (select)						
General Fund - Ongoing	$ -	$ 3,597,665	$ 3,597,665	$ -	$ 3,597,665	$ 3,597,665
	$ -	$ -	$ -	$ -	$ -	$ -
General Fund - Security & De-escalation Funding	$ -	$ 387,280	$ 387,280	$ -	$ 387,280	$ 387,280
HUD ESG (CFDA 14.231)	$ -	$ 89,000	$ 89,000	$ -	$ 89,000	$ 89,000
	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH Revenues	**$ -**	$ 4,073,945	**$ 4,073,945**	**$ -**	$ 4,073,945	**$ 4,073,945**
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)						
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
Total Other Revenues	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH + Other Revenues	**$ -**	$ 4,073,945	**$ 4,073,945**	**$ -**	**$ 4,073,945**	**$ 4,073,945**
Rev-Exp (Budget Match Check)	$ -		$ -	$ -		$ -
Total Adjusted Salary FTE (All Budgets)			31.37			

Prepared by	
Phone	
Email	

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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2021

Contract Term	**Begin Date**	**End Date**	**Duration (Years)**
Current Term	7/1/2021	6/30/2022	1
Amended Term	7/1/2021	6/30/2022	1

Provider Name	Episcopal Community Services
Program	Sanctuary
F$P Contract ID#	1000023961
Action (select)	New Agreement
Effective Date	7/1/2021
Budget Name	**General Fund**

	Current	**New**	
Term Budget	$ -	$ 3,984,945	
Contingency	$ -	$ 2,036,972	50%
Not-To-Exceed	$ -	$ 6,110,917	

	E	F	G	AI	AJ	AK
	Year 1			**All Years**		
	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022
			New			**New**
Expenditures						
Salaries & Benefits	$ -	$ 2,327,521	$ 2,327,521	$ -	$ 2,327,521	$ 2,327,521
Operating Expense	$ -	$ 800,640	$ 800,640	$ -	$ 800,640	$ 800,640
Subtotal	$ -	$ 3,128,161	$ 3,128,161	$ -	$ 3,128,161	$ 3,128,161
Indirect Percentage	15.00%		15.00%			
Indirect Cost (Line 21 X Line 22)	$ -	$ 469,224	$ 469,224	$ -	$ 469,224	$ 469,224
Other Expenses (Not subject to indirect %)	$ -	$ 383,810	$ 383,810	$ -	$ 383,810	$ 383,810
Capital Expenditure	$ -	$ 3,750	$ 3,750	$ -	$ 3,750	$ 3,750
Admin Cost (HUD Agreements Only)	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	$ 3,984,944.91	**$ 3,984,944.91**	**$ -**	$ 3,984,944.91	**$ 3,984,944.91**
HSH Revenues (select)						
General Fund - Ongoing		$ 3,597,665	$ 3,597,665	$ -	$ 3,597,665	$ 3,597,665
			$ -	$ -	$ -	$ -
General Fund - Security & De-escalation Funding		$ 387,280	$ 387,280	$ -	$ 387,280	$ 387,280
HUD ESG (CFDA 14.231)			$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -
Total HSH Revenues	**$ -**	$ 3,984,944.92	**$ 3,984,944.92**	**$ -**	$ 3,984,944.92	**$ 3,984,944.92**
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)						
			$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -
Total Other Revenues	$ -	$ -	$ -	$ -	$ -	$ -
Total HSH + Other Revenues	**$ -**	$ 3,984,944.92	**$ 3,984,944.92**	**$ -**	**$ 3,984,944.92**	**$ 3,984,944.92**
Rev-Exp (Budget Match Check)	$ -		$ -	$ -		$ -

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	A	B	C	D	E	H	BV
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**						
2	**SALARY & BENEFIT DETAIL**						
3	**Document Date**	7/1/2021					
4	**Provider Name**	Episcopal Community Services					
5	**Program**	Sanctuary					
6	**F$P Contract ID#**	1000023961					
7	**Budget Name**	**General Fund**					
8		**Year 1**					**All Years**
9	**POSITION TITLE**	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022
10						New	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
12	Service Coordinators	$ 47,918	15.40	100%	15.40	$ 737,937	$ 737,937
13	Shift Supervisors	$ 66,253	4.20	100%	4.20	$ 278,263	$ 278,263
14	Facilities-Maintenance Supervisor	$ 74,790	1.00	100%	1.00	$ 74,790	$ 74,790
15	Facilities-Janitors/Launderers	$ 42,232	4.40	100%	4.40	$ 185,821	$ 185,821
16	Admin-Director of Healthy Aging	$ 132,879	0.23	100%	0.23	$ 30,562	$ 30,562
17	Admin-Site Manager	$ 85,160	1.00	100%	1.00	$ 85,160	$ 85,160
18	Director of Interim Housing	$ 138,901	0.85	100%	0.85	$ 118,066	$ 118,066
19	Director of Impact and Analytics	$ 131,256	0.09	100%	0.09	$ 11,813	$ 11,813
20	Ambassadors (Security, front door, hospitality)_	$ 57,348	4.20	100%	4.20	$ 240,862	$ 240,862
54						$ -	$ -
55					**TOTAL SALARIES**	**$ 1,763,273**	**$ 1,763,273**
56					**TOTAL FTE** **31.37**		
57					**FRINGE BENEFIT RATE**	32.00%	
58					**EMPLOYEE FRINGE BENEFITS**	**$ 564,247**	**$ 564,247**
59					**TOTAL SALARIES & BENEFITS**	**$ 2,327,521**	**$ 2,327,521**
60							
61							
62							

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	A	D	AH
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**		
2	**OPERATING DETAIL**		
3	**Document Date**		
4	**Provider Name**		
5	**Program**		
6	**F$P Contract ID#**		
7	**Budget Name**		
8			
9		**Year 1**	**All Years**
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022
11		New	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense
13	Rental of Property	$ 547,068	$ 547,068
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 127,268	$ 127,268
15	Office Supplies, Postage	$ 3,672	$ 3,672
16	Building Maintenance Supplies and Repair	$ 56,114	$ 56,114
17	Printing and Reproduction	$ 10,400	$ 10,400
18	Insurance	$ 14,084	$ 14,084
19	Staff Training	$ 3,500	$ 3,500
20	Staff Travel-(Local & Out of Town)	$ 500	$ 500
21	Staff Recruitment	$ 200	$ 200
22	Program Supplies	$ 1,000	$ 1,000
23	Client Supplies	$ 7,000	$ 7,000
24	Telecommunications	$ 18,238	$ 18,238
25	Other Expenses (Fees & Licenses/Taxes)	$ 2,126	$ 2,126
42	Consultants		$ -
52			$ -
54	Subcontractors (First $25k Only)		$ -
55	One-time deferred Maintenance and Painting	$ 9,470	$ 9,470
56			$ -
68	TOTAL OPERATING EXPENSES	$ 800,640	$ 800,640
69			
70	Other Expenses (not subject to indirect cost %)		
71	CHEFS Kitchens - 2 meals a day X 365 days x 87 beds x $6/meal = $381,060	$ 381,060	$ 381,060
72	Automobile Gas Oil/Maintenance	$ 2,750	$ 2,750
73			$ -
83			
84	TOTAL OTHER EXPENSES	$ 383,810	$ 383,810
85			
86	Capital Expenses		
87	IT Equipment	$ 3,750	$ 3,750
93			$ -
94			
95	TOTAL CAPITAL EXPENSES	$ 3,750	$ 3,750
96			
97	**HSH #3**		**9/1/2021**

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BUDGET NARRATIVE | **Fiscal Year**

General Fund | **FY21-22** <- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

Salaries & Benefits	Adjusted Budgeted FTE	Budgeted Salary	Justification	Calculation	Employee Name
Service Coordinators	15.40	$ 737,937	Provides direct client-center services to shelter guests as defined by contract and standards of care.	$47,918 X 15.4 FTE	Caluya/A, Sanabria/C, Saturnino/D, Hopkins/D, Fuller/E, Davis/F, Matthews/L, Clark/K, Chan/L, Chavez/M, Raymond/P, Vilazon/R, Smith/R, Bosche/T, Jose/V, DeJesus/V, 5 open
Shift Supervisors	4.20	$ 278,263	1 supervisor per shift, 3 shifts a day, 7 days a week to ensure coverage and supervisor service coordinators ensuring client-center services are delivered.	$66,253 X 4.2 FTE	Ghale/A, Jones/B, Nash/C, Taylor/J, Turner/P, Kimball/W, Open
Facilities-Maintenance Supervisor	1.00	$ 74,790	Ensures all maintenance assignments are completed in an appropriate amount of time, ensuring a safe environment as defined by contract and standards of care.	$74,790 X 1 FTE	Fischer/C
Facilities-Janitors/Launderers	4.40	$ 185,821	Ensures clean, safe, and sanitary environment as defined by contract and standards of care. Ensures that clean linin is available for guests as needed and as defined by contract and standards of care.	$42,232 X 4.4 FTE	Barron/B, Lumsey/C, Ebarra/E, Davis/F, Dominguez/J
Admin-Director of Healthy Aging	0.23	$ 30,562	To participate in weekly case conferences around senior related clients and senior related issues. Provide trainings around senior related issues and care to shelter staff.	$132,879 X .23 FTE	Tarzon/E
Admin-Site Manager	1.00	$ 85,160	Supervises Shift supervisors, ensures client-centered service delivery, staff training and support.	$85,160 X 1 FTE	TBD
Director of Interim Housing	0.85	$ 118,066	Oversees all roles and responsibilities of IH. Primary responsibility for all program performance, outcomes, staffing, policies, procedures, budgeting, and financials.	$138,901 X .85 FTE	Nnebe/E
Director of Impact and Analytics	0.09	$ 11,813	Assists with ensuring data quality of the data collection, analysis, and compliance to contract.	$131,256 X .09 FTE	Hersher/M
Ambassadors (Security, front door, hospitality)_	4.20	$ 240,862	Greeting, receiving, providing information, and processing clients to the shelter. Offering, de-escalation and safety services at the shelter locations Has additional safety responsibilities by ensuring the security of the building and guests. 1 FTE 24 hours a day, 7 days a week.	$57,348 X 4.2 FTE	TBD
		$ -			
		$ -			
		$ -			
TOTAL	31.37	$ 1,763,273			
Employee Fringe Benefits		$ 564,247	Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.		
Salaries & Benefits Total		$ 2,327,521			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	$ 547,068	includes rental expenses	$45,589 X 12 months
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 127,268	includes expenses for electricity and gas	$10,606 X 12 months
Office Supplies, Postage	$ 3,672	covers office and meeting supplies; postage expenses	$306 X 12 months
Building Maintenance Supplies and Repair	$ 56,114	includes cleaning supplies, site repairs and maintenance expenses	$4,676 X 12 months
Printing and Reproduction	$ 10,400	covers expenses for printing and copying/reproduction	$867 X 12 months
Insurance	$ 14,084	covers site liability insurance	$1,174 X 12 months
Staff Training	$ 3,500	includes training expenses for staff	$292 X 12 months
Staff Travel-(Local & Out of Town)	$ 500	covers local travel expenses for staff	$42 X 12 months
Staff Recruitment	$ 200	staff recruitment expenses	$17 X 12 months
Program Supplies	$ 1,000	includes program supplies expenses	$83 X 12 months
Client Supplies	$ 7,000	includes client supplies expenses	$583 X 12 months
Telecommunications	$ 18,238	covers cellphone and Wi-Fi connectivity expenses	$1,520 X 12 months
Other Expenses (Fees & Licenses/Taxes)	$ 2,126	includes fees, licenses and tax expenses	$177 X 12 months
	$ -		
Consultants	$ -		
	$ -		
	$ -		
Subcontractors (First $25k Only)	$ -		
One-time deferred Maintenance and Painting	$ 9,470	includes painting due to wear and tear	$9,470
	$ -		
TOTAL OPERATING EXPENSES	$ 800,640		
Indirect Cost	15.0% $ 469,224		

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Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
CHEFS Kitchens - 2 meals a day X 365 days x 87 beds x $6/mea	$ 381,060	include 2 meals (breakfast and dinner)	2 meals a day X 365 days x 87 beds x $6/meal = $381,060
Automobile Gas Oil/Maintenance	$ 2,750	include gas, oil and maintenance services	$229 x 12 months
	$ -		
TOTAL OTHER EXPENSES	$ 383,810		

Capital Expenses	Amount	Justification	Calculation
IT Equipment	$ 3,750	includes expenses for IT equipment	$312.50 X 12 months
TOTAL CAPITAL EXPENSES	$ 3,750		

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	A	B	C	D	G	AK
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**					
2	**APPENDIX B, BUDGET**					
3	**Document Date**	7/1/2021				
4	**Contract Term**	**Begin Date**	**End Date**	**Duration (Years)**		
5	**Current Term**	7/1/2021	6/30/2022	1		
6	**Amended Term**	7/1/2021	6/30/2022	1		
7	**Provider Name**	Episcopal Community Services				
8	**Program**	Sanctuary				
9	**F$P Contract ID#**	1000023961				
10	**Action (select)**	New Agreement				
11	**Effective Date**	7/1/2021				
12	**Budget Name**	**Emergency Services Grant (ESG)**				
13		**Current**	**New**			
14	**Term Budget**	$ -	$ 89,000			
15	**Contingency**	$ -	$ 2,036,972	50%		
16	**Not-To-Exceed**	$ -	$ 6,110,917		**Year 1**	**All Years**
17					7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022
18					**New**	**New**
19	**Expenditures**					
20	Salaries & Benefits				$ -	$ -
21	Operating Expense				$ 79,464	$ 79,464
22	Subtotal				$ 79,464	$ 79,464
23	Indirect Percentage				12.00%	
24	Indirect Cost (Line 21 X Line 22)				$ 9,536	$ 9,536
25	Other Expenses (Not subject to indirect %)				$ -	$ -
26	Capital Expenditure				$ -	$ -
27	Admin Cost (HUD Agreements Only)				$ -	$ -
28	**Total Expenditures**				**$ 89,000**	**$ 89,000**
29						
30	HSH Revenues (select)					
31	General Fund - Ongoing				$ -	$ -
32					$ -	$ -
33	General Fund - Security & De-escalation Funding				$ -	$ -
34	HUD ESG (CFDA 14.231)				$ 89,000	$ 89,000
35					$ -	$ -
40	**Total HSH Revenues**				**$ 89,000**	**$ 89,000**
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)					
42					$ -	$ -
43					$ -	$ -
47	**Total Other Revenues**				$ -	$ -
48						
49	**Total HSH + Other Revenues**				**$ 89,000**	**$ 89,000**
50	Rev-Exp (Budget Match Check)				$ -	$ -

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	A	B	C	D	AF	AG	AH
1	**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**						
2	**OPERATING DETAIL**						
3	**Document Date**	7/1/2021					
4	**Provider Name**	Episcopal Community Services					
5	**Program**	Sanctuary					
6	**F$P Contract ID#**	1000023961					
7	**Budget Name**	**Emergency Services Grant (ESG)**					
8							
9		**Year 1**			**All Years**		
10		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022
11				New		**Modification**	New
12	Operating Expenses	Budgeted Expense	**Change**	Budgeted Expense	Budgeted Expense	**Change**	Budgeted Expense
13	Rental of Property		**$ 39,732**	$ 39,732	$ -	**$ 39,732**	$ 39,732
14	Utilities(Elec, Water, Gas, Phone, Scavenger)		**$ 39,732**	$ 39,732	$ -	**$ 39,732**	$ 39,732
15	Office Supplies, Postage		**$ -**	$ -	$ -	**$ -**	$ -
16	Building Maintenance Supplies and Repair		**$ -**	$ -	$ -	**$ -**	$ -
17	Printing and Reproduction		**$ -**	$ -	$ -	**$ -**	$ -
18	Insurance		**$ -**	$ -	$ -	**$ -**	$ -
19	Staff Training		**$ -**	$ -	$ -	**$ -**	$ -
20	Staff Travel-(Local & Out of Town)		**$ -**	$ -	$ -	**$ -**	$ -
21	Rental of Equipment		**$ -**	$ -	$ -	**$ -**	$ -
22			**$ -**		$ -	**$ -**	$ -
67							
68	TOTAL OPERATING EXPENSES	$ -	$ 79,464	$ 79,464	$ -	**$ 79,464**	$ 79,464
69							
70	Other Expenses (not subject to indirect cost %)						
71			**$ -**		$ -	**$ -**	$ -
72			**$ -**		$ -	**$ -**	$ -
83							
84	TOTAL OTHER EXPENSES	$ -	**$ -**	$ -	$ -	**$ -**	$ -
85							
86	Capital Expenses						
87			**$ -**		$ -	**$ -**	$ -
94							
95	TOTAL CAPITAL EXPENSES	$ -	**$ -**	$ -	$ -	**$ -**	$ -
96							
97	**HSH #3**					**Template last modified**	**9/1/2021**

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BUDGET NARRATIVE	Fiscal Year	
Emergency Services Grant (ESG)	FY21-22	<- Select from the drop-down list the fiscal year in which the proposed budget ch

Operating Expenses		Budgeted Expense	Justification	Calculation
Rental of Property		$ 39,732	includes rental expenses	$3,311 X 12 months
Utilities(Elec, Water, Gas, Phone, Scavenger)		$ 39,732	includes expenses for electricity and gas	$3,311 X 12 months
Office Supplies, Postage		$ -		
Building Maintenance Supplies and Repair		$ -		
Printing and Reproduction		$ -		
Insurance		$ -		
Staff Training		$ -		
Staff Travel-(Local & Out of Town)		$ -		
Rental of Equipment		$ -		
		$ -		
TOTAL OPERATING EXPENSES		$ 79,464		
Indirect Cost	12.0%	$ 9,536		

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Appendix C, Method of Payment

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

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

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

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

B. Invoicing System:

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure to the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: https://contracts.sfhsa.org.

2. Grantee Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including names, emails, phone number, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

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3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.

4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.

5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of those previously authorized CARBON users.

6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

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

D. Spend Down

1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.

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

3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

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

a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
   1) Program Monitoring;
   2) Fiscal and Compliance Monitoring;
   3) Year End Invoice Review;
   4) Monthly Invoice Review;
   5) As needed per HSH request; and/or
   6) As needed basis to fulfill audit and other monitoring requirements.

2. All documentation requested by and submitted to HSH must:
   a. Be easily searchable (e.g., PDF) or summarized;
   b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
   c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
   d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget. All subcontractors must also be listed in the Permitted Subcontractors Appendix.

3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund	
Type	**Instructions and Examples of Documentation**
Salaries & Benefits	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

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General Fund	
Type	**Instructions and Examples of Documentation**
	time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed $10,000. Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring 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: CFDA #14.231	
Type	**Instructions and Example of Documentation**
Homelessness Prevention	Grantee may use this line item in accordance with 24 CFR 576.103, 576.105, and 576.106 – Homelessness Prevention. Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice. Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide services to ESG participants, such as: • Housing search and placement; • Housing stability case management; and/or • Mediation. Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.
Rapid Rehousing	Grantee may use this line item in accordance with 24 CFR 576.104, 576.105, and 576.106 – Rapid Rehousing.

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

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

A. <u>Advance Requirements</u>:
Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

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1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);

2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.

2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund budget amount, per the Appendix B, Budget of this Agreement. Requests over two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be $1/10^{th}$ per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.

2. All advance repayments must be recovered within the fiscal year for which it was made.

3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

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submit required information or comply by specified deadlines may result in HSH withholding of payments.

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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
DHSH – Interim Housing – Winter Interfaith	07/1/21-60/30/24	1,333,326
DHSH – Interim Housing – Bryant Storage	12/1/20–2/29/24	2,219,168
DHSH - Housing - Canon Barcus	7/1/20 - 6/30/23	1,499,118
DHSH - Housing – Bishop Swing	7/1/20 - 6/30/23	2,143,395
DHSH – Housing – Canon Kip Community House	7/1/20– 6/30/23	964,332
DHSH – Housing – The Rose Hotel	7/1/20 – 6/30/23	188,778
DHSH - Housing - 1180 4th Street Housing	7/1/14– 6/30/24	4,112,250
DHSH – Housing – 455 Fell Street	5/15/1- 6/30/22	840,179
DHSH - Housing - CNC - Alder	1/1/21 - 2/29/24	5,853,153
DHSH - Housing - CNC - Crosby	1/1/21-2/29/24	5,507,768
DHSH - Housing - CNC - Elm	1/1/21-2/29/24	4,215,324
DHSH - Housing - CNC - Hillsdale	1/1/21-2/29/24	3,850,311
DHSH - Housing - CNC - Mentone	1/1/21-2/29/24	4,081,690
DHSH - Housing - Henry Hotel	7/1/19 – 6/30/22	6,408,789
DHSH – Housing – Post Hotel	9/1/20-6/30/23	7,677,850
DHSH – Housing – Minna Lee	4/1/18 – 6/30/23	1,846,060
DHSH - Rapid Rehousing (Prop C)	4/1/21-6/30/23	8,749,200
DHSH –Flexible Housing Subsidy Pool	04/01/21-6/30/23	6,559,749
DAS – Senior Services – Community Services	1/1/21-6/30/23	648,308
HSA – Employment Services	7/1/21-6/30/22	256,287
DHSH - Housing - Canon Kip/SHP	1/1/21-12/31/23	339,420
DHSH - Housing - The Rose/SHP	1/1/21-12/31/23	357,830
DHSH – Housing – Henry Hotel/CoC Rental Assistance	8/1/18-7/31/21	2,901,702
DHSH – Housing – Canon Kip/CoC Rental Assistance	12/1/18-11/30/21	4,648,341
DHSH – Housing – Canon Barcus/CoC Rental Assistance	71/1/20-6/30/23	1,999,193
DHSH – Housing -Bishop Swing/ CoC Rental Assistance	4/1/21-3/31/24	1,229,514
DPH – Behavioral Health Services	7/1/18–12/31/22	5,153,712
DHSH- Granada Hotel	11/1/20-6/30/25	6,241,480
DAAS -Case Management	7/1/21-6/30/23	601,070
DHSH- Housing Navigation Expansion	7/1/21-6/30/22	750,000
HSA- Congregate Meals for Older Adults	7/1/21-6/30/25	1,649,956
HSA –Congregate Meals for Adults with Disabilities	7/1/21-6/30/25	263,020
DHSH- Henry Hotel Rental Assistance	8/1/21-7/31/24	3,041,458
DHSH- Coordinated Entry Adult Access Point	7/1/21- 6/30/22	4,090,295.55
DHSH - SIP Site 31	9/1/20-6/30/22	7,847.139
DHSH- SIP Site 33	9/1/20-3/31/22	7,745,204
DHSH -SIP Site 38	9/1/20-6/30/22	7,361,013
DHSH -SIP Site 4	9/1/20-12/31/21	6,774,266
DHSH- SIP Site 44	9/1/20-6/30/22	8,257,513
DHSH- SIP Site 2	9/1/20-3/31/22	8,486,947
DHSH- Site 17	9/1/20-6/30/22	4,098,229

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Appendix E – Permitted Subgrantees

1. None.

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

I. Definitions

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

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

B. Subaward. Subaward means an award provided by a pass-through entity (e.g., the City) to a Subrecipient for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). 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 §200.330 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 §200.22). 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 §200.330 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

Federal Changes. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Recipient Agreement between the City and the

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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 §200.331)*

A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:

i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge;
ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward;
iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
v. Appropriate terms and conditions concerning closeout of the Subaward.

B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:

i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions;
iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements;
iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;
v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

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IV. Procurement Compliance. *(2 CFR §200.318 through .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

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section, must also be supported by records indicating the total number of hours worked each day;

ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and

x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

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

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

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

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

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

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

C. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor

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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 §200.59 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 Equipment paragraph (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.

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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 §180.220.

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 his or her knowledge and belief, that"

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of $100,000 shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or

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amend the disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XIII. Single Audit Requirements

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

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

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

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

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

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

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

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

I. Subrecipient shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

A. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project.

II. Subrecipient shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.

III. In the case of a project that provides housing or services to families, the Subrecipient shall designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.

IV. The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

V. Subrecipient shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).