

**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  
HAMILTON FAMILIES**

THIS AMENDMENT of the **July 1, 2020** 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 **HAMILTON FAMILIES** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

**RECITALS**

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #HSH2019-127, issued December 4, 2019, and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this First Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution 312-23 on June 16, 2023 to extend the grant term by three years and increase the grant amount to up to \$21,064,271; 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, 2020** 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.**

- (a) The term of this Agreement shall commence on **July 1, 2020** 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.
- (b) The City has one option to renew the Agreement for a period of two additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	July 1, 2023 to June 30, 2025
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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, 2020** 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.
- (b) The City has options to renew the Agreement. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

**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 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 at

<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 **Nine Million Eight Hundred Sixty Six Thousand Two Hundred Forty Dollars (\$9,866,240)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Fifty Seven Thousand Ninety Seven Dollars (\$1,057,097)** 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 Appendices A and 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](http://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: Provisions for All Federal Funds Subawards and Matching Fund to Federal Funds and Appendix G, 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 **Twenty One Million Sixty Four Thousand Two Hundred Seventy One Dollars (\$21,064,271)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Four Hundred Eighty One Thousand Nine Hundred Eighty Three Dollars (\$1,481,983)** 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](http://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: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds 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:

**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  
[hshcontracts@sfgov.org](mailto:hshcontracts@sfgov.org)

If to Grantee: Hamilton Families  
273 9th Avenue  
San Francisco, CA 94103  
Attn: Kyriell Noon  
[knoon@hamiltonfamilies.org](mailto:knoon@hamiltonfamilies.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 16.19 Distribution of Beverages and Water.**

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

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

**2.7 Section 16.23 Additional Requirements for Federally-Funded Awards** of the Agreement is hereby deleted and replaced with the following:

**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.

**2.8 Section 16.24 Additional City Compliance Requirements** is hereby added to this Agreement.

**16.24 Additional City Compliance Requirements.** Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any **subrecipients** to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any **subrecipients** to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**2.9 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 (dated July 1, 2023)
- Appendix F, Housing and Urban Development (HUD) Subrecipient (dated July 1, 2023)

**2.10 Section 17.10 Survival of Terms** of the Agreement is hereby deleted and replaced with the following:

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

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

**2.11 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, 2023), for the period of July 1, 2020 to June 30, 2026.

- 2.12 **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, 2020 to June 30, 2026.
- 2.13 **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, 2020 to June 30, 2026.
- 2.14 **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).
- 2.15 **Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.
- 2.16 **Appendix F, Federal Requirements**, of the Agreement is hereby deleted and replaced in its entirety by **Appendix E, Federal Requirements** (dated July 1, 2023).
- 2.17 **Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement**, of the Agreement is hereby deleted and replaced in its entirety by **Appendix F, Housing and Urban Development (HUD) Subrecipient Agreement** (dated July 1, 2023).

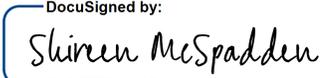
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

**CITY**

**GRANTEE**

**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**HAMILTON FAMILIES**

By:   
CAD7B781396B449...  
Shireen McSpadden  
Executive Director

By:   
D80362E78742407...  
Kyriell Noon  
Chief Executive Officer  
City Supplier Number: 0000019087  
Unique Entity ID: UNLWMNE25J75

Approved as to Form:  
David Chiu  
City Attorney

By:   
1AFBEA6D5F35481...  
Adam Radtke  
Deputy City Attorney

**Appendix A, Services to be Provided  
by  
Hamilton Families  
260 Golden Gate - Family Shelter**

**I. Purpose of Grant**

The purpose of the grant is to provide emergency shelter and support services to families who are experiencing homelessness.

**II. Served Population**

Grantee shall serve families who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Families are defined as households consisting of at least one adult age 18 or older and at least one minor child under age 18, and people who are pregnant. Grantee shall determine accommodation of clients with service or companion animals at the shelter.

**III. Referral and Prioritization**

For regular shelter placements, all new families will be referred by the Department via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

All families must go through the Coordinated Entry process and engage Family Access Points. The Access Point staff will assess families for service needs and eligibility and engage in Problem Solving.

For emergency placements, all new families will be referred via a referral process established by the Department. Families may be referred by the Department, approved referral entities, or via family self-referral.

Families in need of same day shelter may make a reservation or go directly to HSH's lowest barrier programs. See <http://hsh.sfgov.org/services/emergencyshester/> for more information. In order to access other family shelter programs, all families must go through the Coordinated Entry process and engage Family Access Points. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

**IV. Description of Services**

Grantee shall operate the shelter to serve guests in the number of rooms and congregate beds listed in the Appendix B, Budget. 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<sup>1</sup> unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

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<sup>1</sup> Shelter Standards of Care Legislation: [https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_admin/0-0-0-13200](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200).

A. Shelter Operations: Grantee shall operate the shelter in compliance with Standards of Care<sup>2</sup> for all City funded shelters:

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. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (WiFi).
3. Reservations: Grantee shall accept and facilitate reservations, in accordance with the shelter facility's hours of operation.
4. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillowcase, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity in compliance with the Shelter Standards of Care Legislation<sup>3</sup>.
5. Security: Grantee shall provide or coordinate site security and screening, including adherence to relevant HSH policies.
6. Meals: Grantee shall provide meals to clients with active reservations following the menu pattern developed by the San Francisco Nutrition Project. The number of meals shall be dependent on the hours of operation of the shelter facility.
7. Storage: Grantee shall provide space for secure and pest-free storage of client belongings, as appropriate for the facility, in accordance with Shelter Standards of Care legislation<sup>3</sup>. Grantee shall not deny services to households, and shall provide households with belongings that exceed the designated shelter storage with referrals and resources to store their belongings.

B. 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.

C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services to families:

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<sup>2</sup> Shelter Standards of Care:

<https://sfgov.org/sheltermonitoring/sites/default/files/Standard%20of%20Care%20List.pdf>

<sup>3</sup> Shelter Standards of Care Legislation: [https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_admin/0-0-0-13200](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200).

1. **Problem-Solving:** Grantee shall engage in problem solving conversations with households, including exploring housing options outside of the HRS such as relocation, advocating on behalf of households with landlords, and/or conflict mediation.
2. **Orientation:** Grantee shall provide weekly orientation meetings to shelter clients.
3. **Intake and Assessment:** Grantee shall conduct intake and assessment with each household to review the components of the Family Success Plan, and identify strengths and needs to create a customized Family Success Plan that addresses Housing, Financial, Education, Employment and Family Stability within the first week the family resides in the shelter.
4. **Case Management:** Grantee shall provide ongoing Case Management to households to support the goals of the Family Success Plan. Grantee shall review the Family Success Plan at the first Case Management meeting, at the end of 90 days in shelter, and every 30 days thereafter.
5. **Case Coordination:** Grantee shall collaborate with Access Points and other service providers, such as, but not limited to Rapid Rehousing providers to coordinate housing search and placement.
6. **Housing Search and Placement Support:** Grantee shall assist households with identifying strengths and needs in relation to searching for and obtaining housing. This may include, but is not limited to, reviewing credit reports and any eviction history. Grantee will assist in notifying households of housing opportunities and assistance with housing applications. Grantee shall assist households with strengthening in areas that are need in order to gain housing.
7. **Behavioral Health:** Grantee shall address any behavioral health and health needs in house or by referral.
8. **Benefits Advocacy and Assistance:** Grantee shall assist households in obtaining and maintaining public benefits.
9. **Financial Planning Assistance:** Grantee shall develop a plan with households who reside in the shelter for more than 30 days to save 75 percent of their net earnings in a trust account. Grantee shall also work with households on a budget and financial literacy, including opening a bank account if households do not already have one.
10. **Children's and Youth Services:** Grantee shall employ background check cleared, experienced and qualified staff, to provide on-site age-appropriate activities and enrichment programming, which promote children's mental, social and physical development to children and youth under the age of 18.

11. Support Groups, Social Events and Organized Activities: Grantee shall provide families with opportunities to take part in organized gatherings for peer support that are appropriate for the facility's hours of operation. These events may be planned with or based on input from families and shall be held on-site at least once per week. Grantee shall post and provide families with a monthly calendar of events.
  12. Shelter Community Meetings: Grantee shall conduct monthly community meetings for families where they may discuss building/program concerns and program ideas.
  13. Extensions: Grantee Directors may grant households an extension of stay in line with established HSH length of stay and extension policies. If a family is accepted into a Rapid Rehousing program or if the family is slated to enter Permanent Supportive Housing (PSH), the stay may be extended through the duration of the housing search, or until the PSH unit is available, respectively.
  14. Referrals and Coordination of Services: Grantee shall make referrals to Access Points and eliminate barriers to connect clients 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 clients in their transition, including, but not limited to assisting clients in obtaining and maintaining public benefits.
  15. 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.
  16. Wellness Checks: Grantee shall conduct wellness checks, in accordance to HSH policies, as necessary, to identify clients who show signs of concern.
- C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform, and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
  2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
  3. Assessment: Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.

4. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
  - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
  - b. Mental health, behavioral health and treatment services;
  - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services); and
  - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
5. 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.
6. 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.

**V. Location and Time of Services**

Grantee shall provide Shelter Services at 260 Golden Gate Avenue, San Francisco, CA 94102, seven days a week, 24 hours per day, including major holidays.

Grantee shall provide Support Services 24 hours a day, seven days a week, except for major holidays. Grantee shall post hours, methods of access and a calendar of events, meetings and activities.

**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 is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of

expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

**B. Staffing 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 have one staff member each shift that is identified as the American Disabilities Act (ADA) liaison.
3. Grantee shall have 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.

**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. Income Verification and Eligibility:**

1. Grantee shall verify income after receipt of the Access Point referral to ensure eligibility, and recertify eligibility at least every three months.
2. In determining eligibility for rental assistance, Grantee shall take into account a participant's total household income and expenses.

**E. Facilities:** Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards<sup>4</sup>. 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.

1. Grantee shall respond to all facility-related requests and complaints promptly and in a manner that ensures the safety of clients 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 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;

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<sup>4</sup> Including, but not limited to Shelter Standards of Care, as applicable:

[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sanc=JD\\_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

- 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. Grantee shall provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, Department of Public Health (DPH), Department of Building Inspection and the Mayor's Office.

F. Dietary and Food Safety

Grantee shall meet the following meal dietary requirements:

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

G. Translation 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.

H. 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.

I. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that 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.

J. Feedback, Complaint and Follow-up Policies:

Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing the served population on 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.

**K. 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<sup>5</sup>; SGAC meetings; Attendance of the Shelter Monitoring Committee Meetings<sup>6</sup>; Local Homeless Coordinating Board<sup>7</sup>; 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;
7. Adherence to the Transitional Housing Grievance Policy for Denials; and
8. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.

**L. 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.

**M. Critical Incident:** Grantee shall adhere 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.

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<sup>5</sup> If the Grantee supervisor has questions about whether or not attending the meeting/hearing in question is within the scope of services, the supervisor shall contact the HSH Family Emergency Services Manager or a designee for clarification.

<sup>6</sup> The Shelter Monitoring Committee has the option of inviting the Client Advocates to attend meetings. If the Client Advocate is a member of the Shelter Monitoring Committee, then that Client Advocate may attend.

<sup>7</sup> The Board has the option of inviting the Client Advocates to the meeting. If the Client Advocate is a member of the Board then that advocate may attend. If there is an agenda item that pertains to the grievance process, then the Client Advocates may attend.

- 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 site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- O. 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 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.
- P. 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:
1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
  2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
  3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
  4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
  5. Assistance with conflict de-escalation and crisis management.
- Q. 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 data 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 maintain a case management database which meets HITECH (45 CFR Part 160 and Part 164, Subparts A and C) standards.
6. Grantee shall ensure only clinical staff have permission to view clinical case records, and such records shall be stored in accordance with HIPAA regulations.
7. Grantee staff shall complete HIPAA-compliant training upon hire. HIPAA compliance and best practices are reviewed on an annual basis.
8. Insurance. Grantee shall maintain cyber insurance, or self-insurance, not less than one million dollars for each occurrence and five million dollars aggregate.

R. Record Keeping and Files:

1. Grantee shall maintain confidential files on each client 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 clients.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter clients according to HSH policies.

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

## VII. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall provide emergency shelter services to families in the number of individual rooms, listed in Appendix B, Budget.

- B. Grantee shall provide emergency shelter services to clients in the number of congregate beds, listed in Appendix B, Budget.
- C. Grantee shall check in at least 95 percent of all beds reserved and maintain accurate daily attendance in the ONE system.
- D. Grantee shall provide daily operations of the shelter including meals.
- E. Grantee shall provide case management services to 100 percent of clients.
- F. One hundred percent of shelter staff shall be trained in compliance with standards of care.

### **VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives:

- A. One hundred percent of clients residing in shelter will receive housing advocacy support including gathering and uploading of vital documents document readiness, notifying households of housing opportunities and assistance with housing applications.
- B. A minimum of 60 percent of clients residing in the shelter will receive case management, including referrals, housing advocacy support, collaboration with Access Points and other service providers, such as, but not limited to, Rapid Rehousing and Permanent Supportive housing providers on housing search process and assist in gathering supplemental documents as applicable including but not limited to releases of information, benefits award letters, wage/pay stubs, records of self-employment.
- C. A minimum of 50 percent of clients exiting the program who have stayed in 60 day beds for 30 days or more will move into permanent housing such as rental by client with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program.
- D. Grantee shall ensure that a minimum of 75 percent of clients 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**

- A. Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, as required.

- B. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a 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 15<sup>th</sup> of the following month.
- D. 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 15<sup>th</sup> of the month following the end of the quarter.
- E. 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 15<sup>th</sup> of the month following the end of the program year.
- F. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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 Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel

and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

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 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.
- 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.

**Appendix A-1, Services to be Provided  
by  
Hamilton Families  
Emergency Solutions Grants (ESG) - Shelter**

**I. Purpose of Grant**

The purpose of the grant is to provide emergency shelter to individuals and families 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<sup>1</sup>:

- 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 households (e.g. families) will be referred by the Department of Homelessness and Supportive Housing (HSH) via Coordinated Entry (CE) through the Family Access Points. The Access Point staff assesses households 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.

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

**IV. Description of Services**

Grantee shall provide Emergency Shelter Services to the total number of households as described in Appendix B, Budget ("Client Counts" tab), including the following services:

A. Housing Focused Case Management

- 1. Grantee shall create and maintain a Housing Stability Plan for all program participants. Housing stability plans may include, but are not limited to actions to help guest:
  - a. Search for and secure housing;
  - b. Increase income and employability;
  - c. Improve credit history and rental stability;

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<sup>1</sup> See 24 CFR 576.2.

- d. Address behavioral health issues that negatively impact housing stability; and
  - e. Access permanently affordable housing, including applying for placement on appropriate wait lists.
2. Grantee shall document guest' good faith, verifiable efforts in making progress toward plan goals.
  3. Grantee shall develop, secure, and coordinate services and assist participants in obtaining federal, state, and local benefits, including coordination with the employment specialist or social worker, as appropriate. For those identified as CalWORKs participants, Grantee shall ensure coordination of services and promote cooperation with the CalWORKs plan.
  4. Grantee shall monitor and evaluate participant progress. Grantee's Case Manager shall meet with guest a minimum of twice per month; one meeting shall be in-person and the other may be by phone.
  5. Grantee may provide Legal Services to resolve legal problems that prohibit a participant from obtaining permanent housing or will result in a participant losing housing.
  6. Grantee may provide Credit Repair, as needed to assist participants with critical skills related to budgeting, money
  7. Grantee shall provide discharge planning when a participant is either no longer in need of the emergency shelter or is exiting the program for any reason.
  8. Grantee shall establish a schedule of follow-ups with guest for the 12 months following the exit of program.
- B. Emergency Shelter<sup>2</sup>: Grantee shall provide the following Essential Emergency Shelter Services:
1. Childcare for participants, including meals and snacks, with appropriate development activities<sup>3</sup>;
  2. Education services to improve knowledge and literacy;
  3. Employment assistance and job training, including employment screening or testing, job skills training, and financial assistance for the acquisition of vocational licensing/certifications;
  4. Outpatient health services and medical treatment by licensed professionals;

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<sup>2</sup> See 24 CFR §576.102, §576.2.

<sup>3</sup> The childcare center must be licensed by the jurisdiction in which it operates. Children must be under the age of 13, unless they are disabled; disabled children must be under the age of 18.

5. Legal services by licensed attorneys regarding matters that interfere with the participant's ability to obtain and retain housing;
6. Life skills training including, but not limited to budgeting and managing money, managing a household, resolving conflict, shopping for food, and parenting;
7. Mental health and substance abuse treatment services to prevent, reduce, eliminate, or deter relapse of behavioral health issues provided by licensed or certified professionals;
8. Transportation to emergency shelters or other service facilities; and
9. Services for special populations, such as youth experiencing homelessness, victim services, and people living with HIV/AIDS, in accordance with 24 CFR 576.102.

**V. Location and Time of Services**

Grantee shall provide services at 260 Golden Gate Avenue, San Francisco, CA 94102, seven days a week, 24 hours per day, including major holidays.

**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 or Child Protective Services (CPS).
- 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 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.
- 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.

- G. Data Standards:
1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process<sup>4</sup>, 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.

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

2. Records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards<sup>4</sup>.
  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.
- 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. Income Verification and Eligibility: Grantee shall verify tenant income after receipt of each referral to ensure eligibility, and recertify eligibility at least every three months.

## **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. Grantee shall provide case management services to 100 percent of guests.

- C. Grantee shall provide 100 percent of guest with a housing stability plan, as verified by sampling tenant files during program monitoring.
- D. One hundred percent of shelter staff shall be trained in compliance with standards of care.
- E. 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:

- 1. One hundred percent of guests residing in shelter will receive housing advocacy support including gathering and uploading of vital documents document readiness, notifying households of housing opportunities and assistance with housing applications.
- 2. One hundred percent of guests residing in the shelter will receive case management, including referrals, housing advocacy support, collaboration with Access Points and other service providers, such as, but not limited to, Rapid Rehousing and Permanent Supportive housing providers on housing search process and assist in gathering supplemental documents as applicable including but not limited to releases of information, benefits award letters, wage/pay stubs, records of self-employment.
- 3. A minimum of 50 percent of guests exiting the program who have stayed in 60-day beds for 30 days or more will move into permanent housing such as rental by guest with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program.
- 4. 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 45<sup>th</sup> 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 into 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<sup>5</sup>.
- 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.
- 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,

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<sup>5</sup> See 24 CFR 576.201.

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](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 be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.
- B. Fiscal 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	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	7/1/2023		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	7/1/2020	6/30/2023	3
6	<b>Amended Term</b>	7/1/2020	6/30/2026	6
7				
8	<b>Approved Subcontractors</b>			
10	None.			



	A	B	C	D	E	F	G	H	I	J	K	L	M
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>												
2	<b>APPENDIX B, BUDGET</b>												
3	<b>Document Date</b>	7/1/2023											
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>									
5	<b>Current Term</b>	7/1/2020	6/30/2023	3									
6	<b>Amended Term</b>	7/1/2020	6/30/2026	6									
7					<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>						
8	<b>HUD Award Information 24 CFR 578.99(e); 2 CFR 200.331(a)</b>				7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023						
10	HUD ESG Award Number							E-22-MC-06-0016					
11	HUD ESG Award Date							9/26/2022					

	A	B	C	D	E	H	K	P	S	V	AI	AJ	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	7/1/2020	6/30/2023	3									
6	Amended Term	7/1/2020	6/30/2026	6									
7	Provider Name	Hamilton Families											
8	Program	260 Golden Gate Family Shelter											
9	FSP Contract ID#	1000018392											
10	Action (select)	Amendment											
11	Effective Date	7/1/2023											
12	Budget Names	General Fund - Shelter, ESG - Shelter Essential Services, Prop C - Bonus Pay											
13		Current	New										
14	Term Budget	\$ 9,702,400	\$ 19,582,288										
15	Contingency	\$ 163,840	\$ 1,481,983	15%									
16	Not-To-Exceed	\$ 9,866,240	\$ 21,064,271										
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years			
17				7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2023	7/1/2020 - 6/30/2026	7/1/2020 - 6/30/2026	
18				Current	Current	Current	New	New	New	Current	Amendment	New	
19	Expenditures												
20	Salaries & Benefits	\$ 2,000,716	\$ 2,000,716	\$ 2,178,415	\$ 2,178,415	\$ 2,178,415	\$ 2,178,415	\$ 2,178,415	\$ 2,178,415	\$ 6,179,846	\$ 6,535,245	\$ 12,715,091	
21	Operating Expense	\$ 416,309	\$ 416,309	\$ 419,409	\$ 419,409	\$ 419,409	\$ 419,409	\$ 419,409	\$ 419,409	\$ 1,252,027	\$ 1,258,227	\$ 2,510,254	
22	Subtotal	\$ 2,417,025	\$ 2,417,025	\$ 2,597,824	\$ 2,597,824	\$ 2,597,824	\$ 2,597,824	\$ 2,597,824	\$ 2,597,824	\$ 7,431,873	\$ 7,793,472	\$ 15,225,345	
23	Indirect Percentage												
24	Indirect Cost (Line 21 X Line 22)	\$ 367,356	\$ 367,356	\$ 395,471	\$ 395,472	\$ 395,472	\$ 395,472	\$ 395,472	\$ 395,472	\$ 1,130,183	\$ 1,186,415	\$ 2,316,598	
25	Other Expenses (Not subject to indirect %)	\$ 388,164	\$ 452,179	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,140,342	\$ 900,000	\$ 2,040,343	
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	Total Expenditures	\$ 3,172,544	\$ 3,236,559	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 9,702,400	\$ 9,879,888	\$ 19,582,288	
29													
30	HSH Revenues (select)												
31	General Fund - Ongoing	\$ 2,897,223	\$ 3,029,381	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 9,164,900	\$ 9,714,888	\$ 18,879,788	
35	HUD ESG (CFDA 14.231)	\$ 177,500	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 287,500	\$ 165,000	\$ 452,500	
36	Prop C - One-time COVID-19 Bonus Pay	\$ 97,821	\$ 152,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	
40	Total HSH Revenues	\$ 3,172,544	\$ 3,236,560	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 3,293,296	\$ 9,702,400	\$ 9,879,888	\$ 19,582,288	
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
52	Total Adjusted Salary FTE (All Budgets)				27.67		27.67		27.67				
53													
54	Prepared by	Maritza Penagos											
56	Email	<a href="mailto:mpenagos@hamiltonfamilies.org">mpenagos@hamiltonfamilies.org</a>											
57													
58	Template last modified	9/1/2021											
59	NOTE: HSH budgets typically project out revenue levels across multiple												
60	years, strictly for budget-planning purposes. All program budgets at any given year are subject												
61	to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed.												
62	For further information, please see Article 2 of the G-100 Grant Agreement document.												

	A	B	C	D	E	H	K	P	S	V	AI	AJ	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	7/1/2020	6/30/2023	3									
6	Amended Term	7/1/2020	6/30/2026	6									
7	Provider Name	Hamilton Families											
8	Program	260 Golden Gate Family Shelter											
9	F\$P Contract ID#	1000018392											
10	Action (select)	Amendment											
11	Effective Date	7/1/2023											
12	Budget Name	General Fund - Shelter											
13		Current	New										
14	Term Budget	\$ 9,164,900	\$ 18,879,788										
15	Contingency	\$ 163,840	\$ 1,481,983	15%									
16	Not-To-Exceed	\$ 9,866,240	\$ 21,064,271										
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years			
17		7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2023	7/1/2020 - 6/30/2026	7/1/2020 - 6/30/2026			
18		Current	Current	Current	New	New	New	Current	Amendment	New			
19	<b>Expenditures</b>												
20	Salaries & Benefits	\$ 1,945,716	\$ 1,945,716	\$ 2,123,415	\$ 2,123,415	\$ 2,123,415	\$ 2,123,415	\$ 2,123,415	\$ 6,014,846	\$ 6,370,245	\$ 12,385,092		
21	Operating Expense	\$ 416,309	\$ 416,309	\$ 419,409	\$ 419,409	\$ 419,409	\$ 419,409	\$ 419,409	\$ 1,252,027	\$ 1,258,227	\$ 2,510,254		
22	Subtotal	\$ 2,362,025	\$ 2,362,025	\$ 2,542,824	\$ 2,542,824	\$ 2,542,824	\$ 2,542,824	\$ 2,542,824	\$ 7,266,873	\$ 7,628,472	\$ 14,895,346		
23	Indirect Percentage	15.55%	15.55%	15.55%	15.55%	15.55%	15.55%	15.55%	15.55%				
24	Indirect Cost (Line 22 X Line 23)	\$ 367,356	\$ 367,356	\$ 395,471	\$ 395,472	\$ 395,472	\$ 395,472	\$ 395,472	\$ 1,130,183	\$ 1,186,415	\$ 2,316,598		
25	Other Expenses (Not subject to indirect %)	\$ 167,842	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 767,842	\$ 900,000	\$ 1,667,843		
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
28	<b>Total Expenditures</b>	<b>\$ 2,897,223</b>	<b>\$ 3,029,381</b>	<b>\$ 3,238,296</b>	<b>\$ 9,164,900</b>	<b>\$ 9,714,888</b>	<b>\$ 18,879,788</b>						
29													
30	<b>HSH Revenues (select)</b>												
31	General Fund - Ongoing	\$ 2,897,223	\$ 3,029,381	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 3,238,296	\$ 9,164,900	\$ 9,714,888	\$ 18,879,788		
40	<b>Total HSH Revenues</b>	<b>\$ 2,897,223</b>	<b>\$ 3,029,381</b>	<b>\$ 3,238,296</b>	<b>\$ 9,164,900</b>	<b>\$ 9,714,888</b>	<b>\$ 18,879,788</b>						
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
52													
53	Prepared by	Maritza Penagos											
55	Email	<a href="mailto:mpenagos@hamiltonfamilies.org">mpenagos@hamiltonfamilies.org</a>											



	A	B	E	H	M	P	S	AF	AG	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>									
2	<b>OPERATING DETAIL</b>									
3	<b>Document Date</b>	7/1/2023								
4	<b>Provider Name</b>	Hamilton Families								
5	<b>Program</b>	260 Golden Gate Family Shelter								
6	<b>FSP Contract ID#</b>	1000018392								
7	<b>Budget Name</b>	General Fund - Shelter								
8		EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR								
9		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>All Years</b>		
10		7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2023	7/1/2020 - 6/30/2026	7/1/2020 - 6/30/2026
11		Current	Current	Current	New	New	New	Current	Amendment	New
12	<b>Operating Expenses</b>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	<b>Change</b>	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 85,550	\$ 85,550	\$ 85,550	\$ 85,550	\$ 85,550	\$ 85,550	\$ 256,650	\$ 256,650	\$ 513,300
15	Office Supplies, Postage	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 27,000	\$ 27,000	\$ 54,000
16	Building Maintenance Supplies and Repair	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ 153,000	\$ 153,000	\$ 306,000
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance	\$ 18,956	\$ 18,956	\$ 18,956	\$ 18,956	\$ 18,956	\$ 18,956	\$ 56,868	\$ 56,868	\$ 113,736
19	Staff Training	\$ 14,792	\$ 14,792	\$ 14,792	\$ 14,792	\$ 14,792	\$ 14,792	\$ 44,376	\$ 44,376	\$ 88,752
20	Staff Travel-(Local & Out of Town)	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 1,800	\$ 1,800	\$ 3,600
21	Rental of Equipment	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 30,858	\$ 30,858	\$ 61,716
22	Hiring Expenses	\$ 12,817	\$ 12,817	\$ 12,817	\$ 12,817	\$ 12,817	\$ 12,817	\$ 38,451	\$ 38,451	\$ 76,902
23	Kitchen Supplies	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000	\$ 36,000	\$ 72,000
24	Food Program	\$ 82,774	\$ 82,774	\$ 82,774	\$ 82,774	\$ 82,774	\$ 82,774	\$ 248,322	\$ 248,322	\$ 496,644
25	Janitorial Supplies	\$ 22,170	\$ 22,170	\$ 22,170	\$ 22,170	\$ 22,170	\$ 22,170	\$ 66,510	\$ 66,510	\$ 133,020
26	Laundry Services	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 9,600	\$ 9,600	\$ 19,200
27	Fees and Subscription	\$ 1,379	\$ 1,379	\$ 1,379	\$ 1,379	\$ 1,379	\$ 1,379	\$ 4,137	\$ 4,137	\$ 8,274
28	Participant Activities & Services	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 26,400	\$ 26,400	\$ 52,800
29	Program Supplies	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000	\$ 36,000	\$ 72,000
30	Janitorial Services	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000	\$ 12,000	\$ 24,000
31	Cook Services	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000	\$ 12,000	\$ 24,000
32	Computer Services & Supplies	\$ 42,356	\$ 42,356	\$ 42,356	\$ 42,356	\$ 42,356	\$ 42,356	\$ 127,068	\$ 127,068	\$ 254,136
33	Disaster Preparedness Supplies	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 558	\$ 558	\$ 1,116
34	Payroll Services	\$ 9,843	\$ 9,843	\$ 9,843	\$ 9,843	\$ 9,843	\$ 9,843	\$ 29,529	\$ 29,529	\$ 59,058
35	Translation Services	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 4,800	\$ 4,800	\$ 9,600
36	Vehicle Repairs	\$ 4,000	\$ 4,000	\$ 7,100	\$ 7,100	\$ 7,100	\$ 7,100	\$ 15,100	\$ 21,300	\$ 36,400
37	Transportation-Participant related	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Conferences	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000	\$ 15,000	\$ 30,000
66										
67	<b>TOTAL OPERATING EXPENSES</b>	\$ 416,309	\$ 416,309	\$ 419,409	\$ 419,409	\$ 419,409	\$ 419,409	\$ 1,252,027	\$ 1,258,227	\$ 2,510,254
68										
69	Other Expenses (not subject to indirect cost %)									
70	Security Services	\$ 152,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 752,000	\$ 900,000	\$ 1,652,000
71	Cost of Doing Business (CODB)	\$ 86,441			\$ -	\$ -	\$ -	\$ 86,441	\$ 0	\$ 86,442
81	Adjustment to Actuals	\$ (70,599)			\$ -	\$ -	\$ -	\$ (70,599)	\$ -	\$ (70,599)
82										
83	<b>TOTAL OTHER EXPENSES</b>	\$ 167,842	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 767,842	\$ 900,000	\$ 1,667,843
95										
96	<b>HSH #3</b>								Template last modified	9/1/2021

A		B	C	D	E	F	G	H
BUDGET NARRATIVE		Fiscal Year		Justification	Calculation	Employee Name	Fiscal Term Start	Fiscal Term End
General Fund - Shelter		FY23-24	- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective					
		Adjusted Budgeted	Budgeted					
3	Salaries & Benefits	FTE	Salary					
4	Shelter Program Director	0.77	\$ 99,450	Responsible for program development, oversight, and direct supervision of Program Managers.	.77 FTE * \$129,000	Kathy Marsala		
5	Family Services Manager	0.77	\$ 61,808	Responsible for program development and oversight in conjunction with Shelter Director, direct oversight of family services including Case Management and Children's Services.	.77 FTE * \$80,100	Latarsha Waldon		
6	Chief Program Officer	0.10	\$ 16,000	Responsible for the oversight of HF's residential and rapid re-housing programs and direct supervision of Program Directors.	.10 FTE * \$160,000	Maritza Penagos		
7	Operations Manager	0.74	\$ 71,252	Responsible for supervision and oversight of janitorial and food service staff and operations, including maintaining supplies and coordination of maintenance and repair services to facilities and equipment in coordination with the Facilities Maintenance Manager.	.74 FTE * \$96,900	Robin Hurter		
8	Shelter Manager	0.81	\$ 71,252	Responsible for Residential Department development, oversight and direct supervision of the Shelter Coordinators.	.81 FTE * \$88,100	Anthony Chambless		
9	Shift Coordinators	1.25	\$ 90,090	Responsible for managing daily operations of the residential department, including supervision of Residential Counselors, scheduling and assignment of shift duties and tasks.	1.25 FTE * \$72,000	various		
10	Maintenance Technician	1.00	\$ 58,702	Responsible for maintenance of facility systems and facility safety	1 FTE * \$58,702	TBD		
11	On Call Residential Counselors	1.50	\$ 68,640	Responsible for 24 hour monitoring of program safety and providing direct support and assistance to residents.	2 FTE * \$34,320	various		
12	Residential Counselors	11.32	\$ 619,382	Responsible for 24 hour monitoring of program safety and providing direct support and assistance to residents.	11.32 FTE * \$57,400	various		
13	Cooks	1.61	\$ 80,257	Responsible for cleaning and preparation of program meals	1.61 FTE * \$49,700	various		
14	Custodian	2.70	\$ 134,115	Responsible for maintaining cleanliness of the building interior and exterior	3 FTE * \$49,700	various		
15	Case Managers	4.35	\$ 287,970	Responsible for providing families with support and assistance to obtain housing - including connections to employment and other needed services through assessment, development and implementation of service plans, referrals to community based agencies and crisis intervention when needed. Conducts weekly meetings with families.	4.35 FTE * \$66,200	various		
16	TOTAL	26.92	\$1,658,918					
47	Employee Fringe Benefits		\$ 484,497	Includes FICA, SSUI, Workers Compensation and Medical calculated at 29% of total salaries.				
48	Salaries & Benefits Total		\$ 2,143,415					
49	<b>Operating Expenses</b>		<b>Budgeted Expense</b>	<b>Justification</b>	<b>Calculation</b>			
50	Rental of Property	\$	85,550	Utilities including electricity, water, gas, phone, scavenger, and internet services; includes cell phone for pregnancy pilot @ \$116/ monthly for 6 months	\$85,550 / 12 months = \$7,129.17 monthly + \$116 x 6 months = \$700.16 item total = \$86,250			
51	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	85,550		\$900 / 12 months = 750			
52	Office Supplies, Postage	\$	9,000	Standard office supplies, postage, and equipment	51,000 / 12 months = \$4,250			
53	Building Maintenance Supplies and Repair	\$	51,000	General building repairs and maintenance - supplies and tools	\$18,956 / 12 months = 1579.67			
54	Printing and Reproduction	\$			\$465 per staff x 31.75 FTE = \$14,792			
55	Insurance	\$	18,956	General liability, property, and automobile liability coverage	\$600 / 12 months = \$50			
56	Staff Training	\$	14,792	Staff training, development & incentives costs (incentives include meals for staff during meetings and extended work hours during COVID-19)	\$10,286 / 12 months = \$857.16			
57	Staff Travel(Local & Out of Town)	\$	600	Business related staff travel	\$100 per background check x 10 vacancies annually = \$1,000; various subscriptions and daily fees for craigslist \$75/ daily, LinkedIn \$25/daily, Oremis Jobs, etc. = \$12,000 / 12 months = \$1,000			
58	Rental of Equipment	\$	10,286	Rental and maintenance of program equipment, including copier / printers and laundry machines	\$82,774 / 12 months = \$6,897.83			
59	Hiring Expenses	\$	12,817	Hiring expenses - costs associated with external job postings and background checks	\$12,000 / 12 months = \$1,000 plus 1 specialized chair at \$1000 = line item total of \$13,000			
60	Kitchen Supplies	\$	12,000	Utensils and supplies for facility kitchen	\$4,000 / 12 months = \$333.33			
61	Food Program	\$	62,774	Food and food supplies to provide three healthy and nutritious meals daily for all families	\$4,000 / 12 months = \$333.33			
62	Janitorial Supplies	\$	22,170	Purchases of equipment and supplies to keep facility clean	\$42,356 / 12 months = \$3,529.67			
63	Laundry Services	\$	3,200	Laundry services for client linen and bedding	\$18,843 / 12 months = \$1,570.25			
64	Fees and Subscription	\$	1,379	Fees and subscriptions paid to other organizations for membership, misc. subscriptions, processing fees	\$10 calls at \$160/each			
65	Participant Activities & Services	\$	8,800	Assistance to Participants' expenses include transportation (munitaxi vouchers), gift cards, special events, workshops, credit records, etc.				
66	Program Supplies	\$	12,000	Purchases of client hygiene supplies, linen, mattresses, cribs, includes specialized chair for pregnancy pilot				
67	Janitorial Services	\$	4,000	Outsource janitorial services as needed to cover vacations, pandemic related needs				
68	Cook Services	\$	4,000	Outsource Cook services for on-call coverage				
69	Computer Services & Supplies	\$	42,356	Shared agency cost for computer network maintenance and repair services, server, etc.; Program computer costs - replacement monitors, router, printer				
70	Disaster Preparedness Supplies	\$	186	Disaster preparedness supplies				
71	Payroll Services	\$	9,843	Payroll processing fees				
72	Translation Services	\$	1,600	Language Line services for emergency translation for families that speak languages other than English/Spanish				
73	Vehicle Repairs	\$	7,100	Vehicle regular maintenance and repairs				
74	Transportation-Participant related	\$						
75	Conferences	\$	5,000	to attend required annual conference				
76	TOTAL OPERATING EXPENSES		\$ 419,409					
100	Indirect Cost	15.6%	\$ 65,477					
101	Other Expenses (not subject to indirect cost %)	Amount		Justification	Calculation			
110	Security Services	\$	300,000	provides 24 hour security for families and staff within the facility and adjacent area as needed	\$25,000 x 12 months = \$300,000			
120	TOTAL OTHER EXPENSES		\$ 300,000					

	A	B	C	D	E	H	K	P	S	V	AI	AJ	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	7/1/2020	6/30/2023	3									
6	Amended Term	7/1/2020	6/30/2026	6									
7	Provider Name	Hamilton Families											
8	Program	260 Golden Gate Family Shelter											
9	F\$P Contract ID#	1000018392											
10	Action (select)	Amendment											
11	Effective Date	7/1/2023											
12	Budget Name	ESG - Shelter Essential Services											
13		Current	New										
14	Term Budget	\$ 287,500	\$ 452,500										
15	Contingency	\$ 163,840	\$ 1,481,983	15%	EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR								
16	Not-To-Exceed	\$ 9,866,240	\$ 21,064,271		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years		
17		7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2023	7/1/2020 - 6/30/2026	7/1/2020 - 6/30/2026			
18		Current	Current	Current	New	New	New	Current	Amendment	New			
19	<b>Expenditures</b>												
20	Salaries & Benefits	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000	\$ 165,000	\$ 330,000		
21	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
22	Subtotal	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000	\$ 165,000	\$ 330,000		
25	Other Expenses (Not subject to indirect %)	\$ 122,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,500	\$ -	\$ 122,500		
28	<b>Total Expenditures</b>	<b>\$ 177,500</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 287,500</b>	<b>\$ 165,000</b>	<b>\$ 452,500</b>		
29													
30	HSH Revenues (select)												
35	HUD ESG (CFDA 14.231)	\$ 177,500	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 287,500	\$ 165,000	\$ 452,500		
40	<b>Total HSH Revenues</b>	<b>\$ 177,500</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 287,500</b>	<b>\$ 165,000</b>	<b>\$ 452,500</b>		
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
52													
53	Prepared by	Maritza Penagos											
55	Email	<a href="mailto:mpenagos@hamiltonfamilies.org">mpenagos@hamiltonfamilies.org</a>											



	A	B	E	H	M	P	S	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	7/1/2023								
4	Provider Name	Hamilton Families								
5	Program	260 Golden Gate Family Shelter								
6	FSP Contract ID#	1000018392								
7	Budget Name	ESG - Shelter Essential Services								
8		EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR								
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years		
10		7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2023	7/1/2020 - 6/30/2026	7/1/2020 - 6/30/2026
11		Current	Current	Current	New	New	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
69										
70	Other Expenses (not subject to indirect cost %)									
71	Additional costs for FY 20-21 approved June 2021	\$ 122,500			\$ -	\$ -	\$ -	\$ 122,500	\$ -	\$ 122,500
84	TOTAL OTHER EXPENSES	\$ 122,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,500	\$ -	\$ 122,500
96										
97	HSH #3							Template last modified	9/1/2021	

	A	B	C	D	E	H	K	P	S	V	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>										
2	<b>APPENDIX B, BUDGET</b>										
3	<b>Document Date</b>	7/1/2023									
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>							
5	<b>Current Term</b>	7/1/2020 - 6/30/2023		3							
6	<b>Amended Term</b>	7/1/2020 - 6/30/2026		6							
7	<b>Provider Name</b>	Hamilton Families									
8	<b>Program</b>	260 Golden Gate Family Shelter									
9	<b>FSP Contract ID#</b>	1000018392									
10	<b>Action (select)</b>	Amendment									
11	<b>Effective Date</b>	7/1/2023									
12	<b>Budget Name</b>	<b>Prop C - Bonus Pay</b>									
13		<b>Current</b>	<b>New</b>								
14	<b>Term Budget</b>	\$ 250,000	\$ 250,000	15%							
15	<b>Contingency</b>	\$ 163,840	\$ 1,481,983								
16	<b>Not-To-Exceed</b>	\$ 9,866,240	\$ 21,064,271			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
17					7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2026
18					<b>Current</b>	<b>Current</b>	<b>Current</b>	<b>New</b>	<b>New</b>	<b>New</b>	<b>New</b>
19	<b>Expenditures</b>										
25	Other Expenses (Not subject to indirect %)	\$ 97,821	\$ 152,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
28	<b>Total Expenditures</b>	<b>\$ 97,821</b>	<b>\$ 152,179</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>
29											
30	<b>HSH Revenues (select)</b>										
36	Prop C - One-time COVID-19 Bonus Pay	\$ 97,821	\$ 152,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
40	<b>Total HSH Revenues</b>	<b>\$ 97,821</b>	<b>\$ 152,179</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52											
53	<b>Prepared by</b>	Maritza Penagos									
55	<b>Email</b>	<a href="mailto:mpenagos@hamiltonfamilies.org">mpenagos@hamiltonfamilies.org</a>									

	A	B	E	H	M	P	S	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	7/1/2023								
4	Provider Name	Hamilton Families								
5	Program	260 Golden Gate Family Shelter								
6	FSP Contract ID#	1000018392								
7	Budget Name	Prop C - Bonus Pay								
8		EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR								
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years		
10		7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2020 - 6/30/2023	7/1/2020 - 6/30/2026	7/1/2020 - 6/30/2026
11		Current	Current	Current	New	New	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
69										
70	Other Expenses (not subject to indirect cost %)									
71	Prop C Bonus Pay	\$ 97,821	\$ 152,179		\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
84	TOTAL OTHER EXPENSES	\$ 97,821	\$ 152,179	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
96										
97	HSH #3								Template last modified	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.

<b>Billing Month/Date</b>	<b>Service Begin Date</b>	<b>Service End Date</b>
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** 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	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p>

General Fund	
Type	Instructions and Examples of Documentation
	Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Capital and/or One-Time Funding	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.

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: <ul style="list-style-type: none"> <li>• Housing stability case management;</li> <li>• Life skills training; and/or</li> <li>• Mental health and/or substance abuse services.</li> </ul> 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<sup>th</sup> 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 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 §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<sup>1</sup>) 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;

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<sup>1</sup> 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. 3141-3148) 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](http://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).