

Committee Item No. 7
Board Item No. 25

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 15, 2018

Board of Supervisors Meeting

Date November 27, 2018

Comte Board:

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

(Use back side if additional space is needed)

[illegible]

Completed by: Linda Wong

Date November 9, 2018

Completed by: Linda Wong

Date November 19, 2018

1 [Grant Agreement Amendments - Episcopal Community Services - Lease, Supportive
2 Housing Property Management Services and Support Services - Not to Exceed \$40,364,537]

3 **Resolution retroactively approving the first and second amendments to the grant**
4 **agreement between the City and County of San Francisco and Episcopal Community**
5 **Services to provide lease, supportive housing property management, and support**
6 **services, to extend the grant agreement term by two years, for a total term of July 1,**
7 **2014, through June 30, 2020, and to increase the grant amount by \$14,135,146 for a**
8 **total grant amount of \$40,364,537.**

9
10 WHEREAS, As part of the City's efforts to end homelessness in San Francisco, the
11 Human Services Agency sought to procure lease, property management services, and
12 support services to provide permanent, service-enriched housing to people exiting
13 homelessness, enabling them to remain housed while improving their health outcomes,
14 overall well-being and integration into the community; and

15 WHEREAS, In 2014, the Human Services Agency issued a Notice of Funding
16 Availability for supportive housing services that resulted in the selection of the Episcopal
17 Community Services to lease, provide supportive housing property management services,
18 and support services to provide support services, lease, and property management services
19 to formerly homeless adults who reside in private Single Room Occupancy (SRO) residential
20 units at the Alder, Crosby on O'Farrell, Elm, Hillsdale, and Mentone hotels; and

21 WHEREAS, In 2014 the Human Services Agency executed a grant with Episcopal
22 Community Services in the amount of \$23,661,440 for those services; and

23 WHEREAS, The Board of Supervisors established the Department of Homelessness
24 and Supportive Housing in August 2016, to serve as the City's lead agency with respect to the
25 provision and coordination of homeless services; and

1 WHEREAS, The Department of Homelessness and Supportive Housing assumed
2 management of the agreement with the Episcopal Community Services to lease, provide
3 property management and services for the Housing First Hotels; and

4 WHEREAS, In March 2017 the Department of Homelessness and Supportive Housing
5 amended to the grant to increase the grant amount by \$2,567,951, for a total amount of
6 \$26,229,391, to fund cost of doing business adjustments and increases in rent and operating
7 expenses; a copy of the first amendment is on file with the Clerk of the Board of Supervisors
8 in File No. 181050; and

9 WHEREAS, The Department of Homelessness and Supportive Housing desires to
10 extend the expiration date of the Episcopal Community Services grant by two years, from
11 June 30, 2018, to June 30, 2020, and to increase the grant by \$14,135,146, from \$26,229,391
12 to \$40,364,537; and

13 WHEREAS, A copy of the proposed second amendment is on file with the Clerk of the
14 Board of Supervisors in File No. 181050, substantially in final form, with all material terms and
15 conditions included, and only remains to be executed by the parties upon approval of this
16 Resolution; and

17 WHEREAS, This amendment requires Board of Supervisors approval under Section
18 9.118 of the San Francisco Charter; now, therefore, be it


19 RESOLVED, That the Board of Supervisors hereby retroactively authorizes the Director
20 of Department of Homelessness and Supportive Housing, on behalf of the City and County of
21 San Francisco, to execute the first amendment to the grant agreement with the Episcopal
22 Community Services to increase the grant amount by \$2,567,951, for a total amount of
23 \$26,229,391, to fund cost of doing business adjustments and increases in rent and operating
24 expenses; a copy of the first amendment is on file with the Clerk of the Board of Supervisors
25 in File No. 181050; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director
2 of Department of Homelessness and Supportive Housing, on behalf of the City and County of
3 San Francisco, to retroactively execute a second amendment to the grant agreement with the
4 Episcopal Community Services to extend the term from July 1, 2014, through June 30, 2018,
5 to July 1, 2014, through June 30, 2020, and to increase the grant amount by \$14,135,146,
6 from \$26,229,391 to \$40,364,537; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
8 Homelessness and Supportive Housing to enter into any amendments or modifications to the
9 grant, prior to its final execution by all parties, that the Department determines, in consultation
10 with the City Attorney, are in the best interest of the City, do not otherwise materially increase
11 the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes
12 of the grant, and are in compliance with all applicable laws; and, be it

13 FURTHER RESOLVED, That within 30 days of the grant being executed by all parties,
14 the Department of Homelessness and Supportive Housing shall submit to the Clerk of the
15 Board of Supervisors a completely executed copy for inclusion File No. 181050; this
16 requirement and obligation resides with the Department, and is for purposes of having a
17 complete file only, and in no manner affects the validity of the approved grant.
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1 RECOMMENDED:

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4 Jeff Kositsky, Director

5 Department of Homelessness and

6 Supportive Housing

APPROVED:



Office of the Mayor

Item 7 File 18-1050	Department: Department of Homelessness and Supportive Housing
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would retroactively approve the second amendment to the grant agreement between the Department of Homelessness and Supportive Housing and the nonprofit Episcopal Community Services to provide housing and support services at five master lease hotels, extending the grant agreement term by two years for a total term from July 1, 2014 through June 30, 2020, and increasing the grant amount by \$16,707,139 from \$26,229,391 to \$42,936,530. 	
<p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> The Human Services Agency entered into the original grant agreement with Episcopal Community Services in 2014 to provide housing and support services at five master lease hotels, now referred to as Housing First Hotels. Under the grant agreement, Episcopal Community services provides housing and services to formerly homeless individuals who are clients of County Adult Assistance Programs (CAAP) at the time of referral. The Housing First Hotel program was transferred from the Human Services Agency to the Department of Homelessness and Supportive Housing when the new department was created in 2016. According to the Department, the grant agreement is retroactive to July 1, 2018 due to vacant positions in the Department's contracts team; delays waiting for Episcopal Community Services to sign; and delays while staff reconciled the information from the prior department records and financial information from FAMIS 	
<p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> Grant agreement expenditures through FY 2017-18 are \$25,719,929 and budgeted expenditures under the proposed second amendment are \$14,644,608 for a total agreement amount of \$40,364,537. The increase of \$14,644,608 in the grant agreement is to cover (i) Cost of Doing Business adjustments and (ii) the costs of the two year extension from July 1, 2018 through June 30, 2020. 	
<p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> The Human Services Agency submitted a resolution to approve the first amendment to the grant agreement to the Board of Supervisors in 2015, which was never calendared. Therefore, the first amendment to the grant agreement with Episcopal Community Services needs to be approved retroactively. 	
<p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> Amend the proposed resolution to reduce the grant agreement not-to-exceed amount by \$2,571,993 from \$42,936,530 to \$40,364,537. Amend the proposed resolution to retroactively approve the first amendment to the grant agreement. Approve the resolution as amended. 	

MANDATE STATEMENT

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

BACKGROUND

The Human Services Agency entered into a grant agreement with the nonprofit Episcopal Community Services in 2014 for Episcopal Community Services to provide housing and support services at the following five Master Lease Hotels, now referred to as Housing First Hotels (File 12-0602).¹

Table 1: Housing First Hotels

Housing First Hotel	Address	# SRO units
Alder Hotel	175 6 th Street	116
Crosby on O'Farrell Hotel	516 O'Farrell Street	124
Elm Hotel	364 Eddy Street	80
Hillsdale Hotel	51 6 th Street	75
Mentone Hotel	387 Ellis Street	68
Total		463

The original grant agreement was for a term of four years from July 1, 2014 through June 30, 2018 in a not to exceed amount of \$23,661,400.

The grant agreement covered the leasing and property management of residential units in private Single Room Occupancy (SRO) buildings to provide housing and support services to formerly homeless individuals who are clients of County Adult Assistance Programs (CAAP) at the time of referral. The dual goals of these services are to maintain a safe, supportive, and stable environment and to empower tenants to become self-sufficient and to remain stably housed.

Support services include staff outreach to tenants; tenant intake and assessment for needed services; case management; benefits advocacy and assistance; referrals to services within the community; mediation with property management; tenant conflict resolution; support groups; social events, and organized tenant activities; wellness checks; and monthly community meetings.

The Housing First Hotel program, including management of the grant agreement with Episcopal Family Services, was transferred from the Human Services Agency to the Department of

¹ The original resolution (File 12-0602) was approved by the Board of Supervisors during the FY 2012-13 budget process. In accordance with the resolution, Episcopal Community Services was to provide housing and services for 23 programs at multiple sites over five years, for total amounts of \$76,016,410. Of the 23 programs totaling \$76,016,410, the Human Services Agency entered into a four-year grant agreement from 2014 to 2018 with Episcopal Community Services for the five hotels for \$23,661,400.

Homelessness and Supportive Housing when the new department was created in 2016. Under this program, the Department of Homelessness and Supportive Housing subsidizes the rents of the SRO hotel residents from the General Fund. SRO hotel residents pay a portion of the rent, based on their income.

The Department of Homelessness and Supportive Housing entered into the first amendment to the grant agreement with Episcopal Community Services in March 2017 to increase the grant agreement amount by \$2,567,951 from \$23,661,400 to \$26,229,391 to provide for a Cost of Doing Business adjustment and account for rent increases at Alder Hotel and operating increases to the hotels' operating expenses.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve the second amendment to the grant agreement between the Department of Homelessness and Supportive Housing and Episcopal Community Services to provide lease, supportive housing property management, and support services, extending the grant agreement term by two years from July 1, 2014 through June 30, 2020, and increasing the grant amount by \$16,707,139 from \$26,229,391 to \$42,936,530. The grant agreement amounts are outlined in Table 2, below.

According to Ms. Gigi Whitley, Deputy Director for Administration and Finance of the Department of Homelessness and Supportive Housing, the second amendment to the grant agreement is retroactive to July 1, 2018 due to vacant positions in the Department's contracts team, which was not fully staffed until May 2018; delays waiting for Episcopal Community Services to sign; and delays while staff reconciled the information from the prior department records and financial information from FAMIS.

Table 2: Original Grant Agreement and Grant Amendments

Agreement	Term	Not to Exceed Amount
Original	July 1, 2014 - June 30, 2018	\$23,661,400
First Amendment	July 1, 2014 - June 30, 2018	\$26,229,391
Proposed Amendment	July 1, 2014 - June 30, 2020	\$42,936,530

There are no changes to the scope of services. The additional funds account for a Cost of Doing Business adjustment, additional contract years, and ongoing and one-time add-backs. The ongoing add-back is in the amount of \$144,568 allocated to Episcopal Community Services to cover property management operating shortfalls from rising utilities and maintenance costs. The increase was approved by the Board of Supervisors as part of the FY 2017-18 budget process and was part of a package of funding enhancements proposed by the Mayor for permanent supportive housing grantees. The one-time add-back is in the amount of \$245,500 allocated from the FY 2017-18 budget for capital improvements and repairs including carpet replacement.

FISCAL IMPACT

Total expenditures to date at all five Housing First Hotels are \$25,719,929. Total amended additional expenditures of \$14,644,608 increase the total agreement cost to \$40,364,537. Actual annual expenditures are outlined in Table 3 along with the proposed annual budgets to be funded by the Department of Homelessness and Supportive Housing. Sources of funding in addition to grant monies included tenant rent and building capital funds. The funding source for the grant amendment is entirely the General Fund.

Table 3: Actual Annual Expenditures and Proposed Annual Budget

Fiscal Year	Expenditures
2014-15	\$ 5,540,672
2015-16	6,134,205
2016-17	6,894,802
2017-18	7,150,250
Actual Expenditures to date	25,719,929
Proposed Budget FY 2018-19	6,721,564
Proposed Budget FY 2019-20	6,591,716
Total Proposed FY 2018-20	13,313,280
10% Contingency	1,331,328
Total Proposed Change	14,644,608
Total Proposed Not to Exceed Amount	40,364,537

The proposed resolution should be amended to reduce the grant agreement amount by \$2,571,993 from \$42,936,530, which is the amount in the proposed resolution, to \$40,364,537, which is the amount actually needed for the grant agreement with Episcopal Community Services, including the increase under the proposed second amendment.

The proposed annual budgets in FY 2018-19 and FY 2019-20 are less than the actual annual expenditures for both FY 2016-17 and FY 2017-18 because Episcopal Community Services received one-time funding in both years for capital improvements through the Board of Supervisors' add-back process. This add-back funding was not continued by the Board in FY 2018-19 and FY 2019-20. The FY 2016-17 one-time funds paid for electrical and elevator repairs and new security cameras for each hotel. The FY 2017-18 one-time funds paid for elevator repairs, bathroom renovations, new carpeting, and pest control improvements.

As part of the FY 2018-20 budget process, the Board of Supervisors approved a 2.5 percent Cost of Doing Business (CODB) increase for nonprofit contracts in FY 2018-19 and in FY 2019-20. The FY 2018-19 budget in the proposed second amendment includes the 2.5 percent Cost of Doing Business increase. Because the FY 2019-20 Cost of Doing Business increase for nonprofit contractors has not yet been accounted for in the Department of Homelessness and Supportive Housing budget, the FY 2019-20 budget in the proposed second amendment does not include the 2.5 percent increase, but is accounted for in the grant agreement's contingency.

POLICY CONSIDERATION

The Human Services Agency submitted a resolution to the Board of Supervisors to approve the first amendment to the grant agreement with Episcopal Community Services in 2015, but the resolution was never calendared at the Board of Supervisors and was determined to be inactive and filed in January 2016 (File 15-0668).² Information on the status of the grant agreements that were to be approved by File 15-0668 was not conveyed to the Department of Homelessness and Supportive Housing when responsibility for managing the grant agreements was transferred from the Human Services Agency to the Department of Homelessness and Supportive Housing. The Department of Homelessness and Supportive Housing enacted the first amendment to the grant agreement with Episcopal Community Services in March 2017, which now requires retroactive approval by the Board of Supervisors.

According to Ms. Gigi Whitley, Deputy Director for Administration and Finance at the Department of Homelessness and Supportive Housing, the Department has put in place internal controls to better track contract spending thresholds.

RECOMMENDATIONS

1. Amend the proposed resolution to reduce the grant agreement not-to-exceed amount by \$2,571,993 from \$42,936,530 to \$40,364,537.
2. Amend the proposed resolution to retroactively approve the first amendment to the grant agreement.
3. Approve the resolution as amended.

² The proposed first amendment to the grant agreement with Episcopal Community Services that was submitted to the Board of Supervisors as part of File 15-066 increased the agreement amount from \$23,661,400 to \$72,301,574, and extended the agreement to June 2024.

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT
TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
EPISCOPAL COMMUNITY SERVICES

THIS AMENDMENT (this "Amendment") is made as of September 24, 2018, in San Francisco, California, by and between **Episcopal Community Services**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

RECITALS:

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

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

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

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

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

ARTICLE 1
DEFINITIONS

1. **Definitions.** The following definitions shall apply to this Amendment:

- (a) **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2014 between Grantee and City; and First amendment, dated March 3, 2017.
- (b) **Contract Monitoring Division.** **Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.
- (c) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

ARTICLE 2
MODIFICATIONS TO THE AGREEMENT

2. **Modifications.** The Agreement is hereby modified as follows:

2.1 **Section 1.1 Specific Terms** (b) is hereby replaced in its entirety to read as follows:

(b) "Agency" shall mean Department of Homelessness and Supportive Housing.

2.2 **Section 3.2 Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2014** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2018**.

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

The term of this Agreement shall commence on the later of (a) **July 1, 2014** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2020**.

2.3 **Section 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty-Three Million, Eight Hundred Forty-Four Thousand, Nine Hundred and One Dollars (\$23,844,901)** for the period from **July 1, 2014 to June 30, 2018, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Two Million, Three Hundred Eighty-Four Thousand, Four Hundred Ninety Dollars (\$2,384,490) for the period from **July 1, 2017 to June 30, 2018, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Twenty-Six Million, Two Hundred Twenty-Nine Thousand, Three Hundred Ninety-One Dollars (\$26,229,391)** for the period from **July 1, 2014 to June 30, 2018.**

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

The amount of the Grant Funds disbursed hereunder shall not exceed **Thirty-Nine Million Thirty-Three Thousand Two-Hundred Nine Dollars (\$39,033,209)** for the period from **July 1, 2014 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Three Million Nine Hundred Three Thousand Three Hundred Twenty Dollars (\$3,903,320) for the period from **July 1, 2019 to June 30, 2020, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Forty-Two Million Nine Hundred Thirty-Six Thousand Five Hundred Thirty Dollars (\$42,936,530)** for the period from **July 1, 2014 to June 30, 2020.**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- 2.4 **Section 15.1. Requirements,** Agency name and address listed in section 15.1 is hereby replaced in its entirety to read as follows:

If to the Agency or City: Department of Homelessness and Supportive Housing
Contracts Division
P.O. Box 427400
San Francisco, CA 94142-7400
Facsimile No. 415.355.5288

- 2.5 **Section 17.6. Entire agreement.** Section 17.6 is hereby replaced in its entirety to read as follows:

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 for the period of July 1, 2014 to June 30, 2018
Appendix A-1, Services to be Provided for the period of July 1, 2018 to June 30, 2020
Appendix B, Budget for the period of July 1, 2014 to June 30, 2020
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subcontractors
Appendix F, Additional Federal Funding Award Requirements
Appendix G, Dispute Resolution Procedure

- 2.6 **Appendix A, Services to be Provided,** of the Agreement is hereby re-attached as Appendix A, Services to be Provided and supplemented through the addition of **Appendix A-1, Services to be Provided** which describes the services to be provided during the period of July 1, 2018 to June 30, 2020.
- 2.7 **Appendix B, Budget,** of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** attached herewith.
- 2.8 **Appendix C, Method of Payment,** of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** attached herewith.
- 2.9 **Appendix D, Interests in Other City Grants,** of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** attached herewith.

- 2.10 **Appendix E, Permitted Subcontractors**, of the Agreement is re-attached in its original form to this Agreement.
- 2.11 **Appendix F, Additional Federal Funding Award Requirements**, of the Agreement is re-attached in its original form to this Agreement.
- 2.12 **Appendix G, Dispute Resolution Procedure**, is hereby added in its entirety as an appendix to this Agreement.

ARTICLE 3 EFFECTIVE DATE

- 3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

ARTICLE 4 LEGAL EFFECT

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

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

EPISCOPAL COMMUNITY SERVICES

Jeff Kositsky
Director
Department of Homelessness and Supportive
Housing

Mary Elizabeth Stokes
Executive Director
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
Phone: 415.487.3300

Approved as to Form:

Federal Tax ID #: **94-3096716**
City Vendor Number: **20568**

By: _____
Anne Pearson
Deputy City Attorney

**Appendix A-1: Services to be Provided
by
Episcopal Community Services
Housing First Hotels
July 1, 2018 to June 30, 2020**

I. Purpose of Grant

The purpose of the grant is to provide support services, lease, and property management services to formerly homeless adults who reside in private Single Room Occupancy (SRO) residential units at the Alder, Crosby on O'Farrell, Elm, Hillsdale, and Mentone hotels. The goals of these services are to empower tenants to become self-sufficient and retain their housing or move to other appropriate housing, promote community building and tenant participation, and maintain a safe, supportive and stable environment that fosters independence.

II. Target Population

Grantee shall serve formerly homeless single adults and adult couples without custody of minor children who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements, including meeting the definition of homelessness at the time of referral and placement, specifically established benefits and/or income criteria, and ability to live independently within the structure of the housing program.

The HSH Housing Access Team (HAT) is responsible for referrals and refers only individuals who are County Adult Assistance Programs (CAAP) recipients; only CAAP recipients can be placed into housing. The role of HAT may change or be replaced by the Coordinated Entry System as the system gets rolled out in FY18/19; this will include utilization of the Online Navigation Entry (ONE) system.

III. Description of Services

Support Services

Grantee shall publicize and invite tenants to access support services as needed. Tenants are not required to participate in support services. Support services staff shall offer onsite services and/or referrals to all tenants who display indications of housing instability. Indications of housing instability includes, but is not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or tenants.

Support services shall include, but are not limited to:

- A. Outreach: Grantee shall make efforts to contact, interact, inform and invite tenants to make use of support services to assist with and address individual needs or issues. These efforts shall include written messages, in person interactions, phone messages and calls, and emails as available and appropriate to reach the individual tenant.
- B. Intake and Assessment: Grantee shall provide one or more meetings or interviews with a tenant to establish strengths, skills, needs, plans and goals that are useful to the tenant and shall help the tenant maintain housing.

- C. Case Management: Grantee shall provide on-going meetings and counseling services to tenants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
- D. Benefits Advocacy and Assistance: Grantee shall provide assistance and referral to support a tenant to obtain or maintain benefits and solve problems related to county, state and federal benefits programs. This can also include assistance in identifying, applying for and establishing appointments with available services such as cash aid, food programs, medical clinics and in-home support.
- E. Referrals: Grantee shall assist clients to identify and access services available within the community that meet specific needs or support progress toward identified goals. This can include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with clients regarding the process, and, as necessary, re-referral.
- F. Coordination and Mediation with Property Management:
 - 1. Grantee shall provide assistance in communicating with, responding to and meeting with property management. This can include helping a client understand the meaning of messages/letters/warnings from property management, assisting a tenant to write requests, responses or complaints, and participating in meetings between the tenant and property management to assist the tenant with communicating with property management.
 - 2. Conflict Resolution: Grantee shall offer to meet with two or more tenants to assist with problem solving and resolution of conflicts.
 - 3. Wellness Checks: Grantee shall use passive observation of the tenant population and coordinate with property management to identify clients who have not been seen or have shown signs of concern to staff on at least a weekly basis. Outreach efforts are used to make contact and check in with these tenants.
- G. Support Groups, Social Events and Organized Tenant Activities:
 - 1. Grantee shall provide clients with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other tenants/staff, or to celebrate/commemorate significant individual, holiday and community events. These events shall be held on-site and are often planned with or based on the input from tenants. These items shall be held at least once a week and a monthly calendar of events shall be posted and provided to tenants.
 - 2. Monthly Community Meetings: Grantee shall conduct community meetings for tenants.
- H. Grantee shall offer a Modified Payment Program (MPP) money management/repayee services (through a HSH designated and funded MPP provider) to ensure timely payment of rent, timely distribution of the non-rent portion of each tenant's warrant, and the prevention of loss of housing due to non-payment of rent.

- I. If residents transition to Supplemental Security Income (SSI), Grantee shall calculate resident's pro-rated rent or tenant rent portion based on HSH guidelines. If Grantee is tenant's representative payee or tenant is enrolled in money management, Grantee shall collect the rent and issue disbursements according to an agreed upon money management plan. If Grantee is not the representative payee, Grantee shall collect rent payments from tenant on a timely basis.

Property Management

Grantee shall provide Property Management services, which includes, but is not limited to:

- A. Lease and maintain 463 units at the Alder, Crosby on O'Farrell, Elm, Hillsdale, and Mentone hotels.
- B. Draft rental agreements to be signed with all tenants at move-in/upon occupancy.
- C. Communicate with HAT in a timely fashion according to HAT procedures, when a unit is vacant.
- D. Maintain a secure and healthful environment for tenants, which includes but is not limited to:
 1. Compliance with all building, fire, and health codes.
 2. Clean, sanitary and regularly maintained common spaces and community areas within the building.
 3. Clean, sanitary and regularly maintained shared-use toilet/shower facilities.
 4. Regular removal of garbage/trash from designated trash areas and keep areas clean and functional.
 5. Maintenance and janitorial staff coverage to support these efforts and timely response to tenant building concerns and problems.
 6. 24-hour, seven days a week front desk coverage.
 7. Maintain and repair facility systems, plumbing, HVAC, electrical, safety issues, facility security, and pest control.
 8. Rent collection from tenants.
- E. Provide written notice or warning to tenants related to any issue that may affect on-going tenancy, including, but not limited to, failure to pay rent on time or in full, violations of house rules and actions that are in violation of the rental agreement.
- F. When necessary, provide notice and carryout actions related to the eviction process in accordance with laws in effect in San Francisco.

Unit rent is a minimum of **\$503.00** per month for each available unit. CAAP recipients are responsible for a tenant rent portion between \$278 and \$318 per month, depending upon the type of benefits each is receiving. The HSH grant budget covers the HSH approved expenses not covered by rental payments of tenants, up to the total approved grant amount. Future tenant rent increases, no more than one a year, must be approved in

advance of notice to tenants by the HSH program manager. The tenant's portion of the rent while active on CAAP benefits is determined by HSH and does not require the same 30-day notice if it changes.

IV. Location and Time of Services

Grantee shall provide support services and property management at the following locations:

Location	Address	Units
Alder Hotel	175 6th St.	116
Crosby on O'Farrell Hotel	516 O'Farrell St.	124
Elm Hotel	364 Eddy St.	80
Hillsdale Hotel	51 6th St.	75
Mentone Hotel	387 Ellis St.	68

Housing and property management services shall be available 24 hours a day, seven days a week.

Support services staff shall be available during regular work and scheduled evening hours, excluding legal holidays as determined by the Grantee's personnel policies.

V. Service Requirements

A. Grievance Procedure: Grantee agrees to establish and maintain a written Tenant Grievance Procedure 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; and
3. The right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director HSH or his/her designated agent (hereinafter referred to as "Director"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

B. Critical Incident Reports: Grantee shall submit prompt written 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. Grantee shall call Program Manager within two hours of any death.

C. Grantee shall attend meetings as requested by HSH.

- D. Annual Tenant Survey: Grantee shall utilize a written survey of tenants at least once a year to gather feedback and assess the awareness of tenants regarding the services and systems within the program.
- E. The site must be inspected by the Department of Public Health (DPH), Department of Building Inspection (DBI) and the San Francisco Fire Department (SFFD) prior to the site becoming an active part of the program. After that, inspections shall occur at legally required intervals based on the policies and procedures outlined by DPH, DBI and SFFD. HSH and the Grantee shall notify the other inspection agencies within 24 hours of any change in the hotel status upon notification of the inspecting agency.

VI. Service Objectivesⁱ

Grantee shall achieve the following service objectives:

- A. 50 percent of households will participate in the annual tenant satisfaction survey.
- B. Support services staff will contact every tenant at least three times during the first 60 days following placement in housing to engage the tenant in services.
- C. Ensure that each unit, upon turnover, is clean and/or repaired within seven working days, on average.
- D. Report vacancies to HAT and process all HAT referrals in the timeframe required by HAT.
- E. Fill all vacant rooms within seven days of referral from HATⁱ.

VII. Outcome Objectivesⁱ

- A. 90 percent of all households will remain housed for at least one year from their move-in date, or will move to other permanent housing where they pay rent, or will exit the program in good standing.
- B. 75 percent of all households that showed housing instability (non-payment of rent, lease violations) will remain in housing.
- C. 80 percent of households who completed the annual tenant satisfaction survey are satisfied or very satisfied with program services.
- D. Maintain an occupancy rate of at least 97 percent.

VIII. Data Entry and Reporting Requirementsⁱ

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

- A. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives

sections. Grantee will enter the monthly metrics in the CARBON database by the 15th of the following month, including:

1. Occupancy
2. New Placements

- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter, including:
1. Number of New Tenant Intakes and Assessments
 2. Outreach to Households Showing Instability
 3. Number of Group or Community Activities
 4. Number of New and Updated Goal Plans
 5. Number of Households that Received Direct Services and Number of Direct Service Contacts
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report will also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year, including:
1. Tenant Satisfaction Survey Results
 2. Program Exits
 3. Number of Households Showing Housing Instability that Remained Stably Housed
 4. Tenant Demographics
- D. Grantee shall comply with data entry requirements for the ONE System, which includes, but is not limited to, program enrollment and client assessments.
- E. Grantee shall participate in quarterly Eviction and Exit Survey reports.
- F. Grantee shall notify and report critical incidents to HSH using established Critical Incident Reporting Procedures. Examples of critical incidents include death, fire, acts of violence, significant damage to the building, or incidents involving emergency responders.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by HSH in a timely manner. Any information shared between the Grantee, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.
- H. Grantee or Contractor shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City

agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

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

IX. Monitoring Activitiesⁱ

- A. Program Monitoring: Program monitoring will include review of client eligibility, client files, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

ⁱ The role of HAT may change or be replaced by the Coordinated Entry Access Points (CE) system as the CE system gets implemented in FY18/19. Implementation will include utilization of the Online Navigation Entry (ONE) system. The changes will impact some aspects of data entry, reporting and monitoring.

	A	B	C	D	N	O	P	Q	R	S	AF	AG	AH			
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B)															
2	Document Date: 7/5/2018															
3	Contract Length															
4	Contract Term	Begin Date	End Date	(# of Years)												
5	Current Term	7/1/2014	6/30/2018	4												
6	Amended Term	7/1/2014	7/1/2020	6												
7	BUDGET SUMMARY															
8	Grantee: Episcopal Community Services															
9	Program: Housing First Hotels															
10	HSH Contract #: HSH17-16-122															
11	New ___ Amendment ___X___ Modification ___ Revision ___															
12	If Amendment, the Effective Date: July 1, 2018															
13	No. of Amendment: 2															
14	Total HSH Revenues	\$	25,715,228	\$	6,430,042	\$	6,721,554	\$	6,591,716	\$	6,591,716	\$	13,022,458	\$0	\$	39,033,209
92	Other Revenues	\$	514,518	\$	514,518	\$	514,518	\$	514,518	\$	514,518	\$	1,029,036	\$0	\$	1,029,036
93	Rental Income - Alder (CAAP & NON-CAAO)	\$	584,278	\$	584,278	\$	584,278	\$	584,278	\$	584,278	\$	1,169,556	\$0	\$	1,169,556
94	Rental Income - Crosby (CAAP & NON-CAAO)	\$	388,570	\$	388,570	\$	388,570	\$	388,570	\$	388,570	\$	777,140	\$0	\$	777,140
95	Rental Income - Elm	\$	360,540	\$	360,540	\$	360,540	\$	360,540	\$	360,540	\$	721,080	\$0	\$	721,080
96	Rental Income - Hillside (CAAP & NON-CAAO)	\$	339,619	\$	339,619	\$	339,619	\$	339,619	\$	339,619	\$	679,238	\$0	\$	679,238
97	Rental Income - Montrose (CAAP & NON-CAAO)	\$	228,453	\$	228,453	\$	228,453	\$	228,453	\$	228,453	\$	456,906	\$0	\$	456,906
98	Other Revenue - Alder	\$	356,438	\$	356,438	\$	356,438	\$	356,438	\$	356,438	\$	712,876	\$0	\$	712,876
99	Other Revenue - Crosby	\$	137,339	\$	137,339	\$	137,339	\$	137,339	\$	137,339	\$	274,678	\$0	\$	274,678
100	Other Revenue - Elm	\$	170,925	\$	170,925	\$	170,925	\$	170,925	\$	170,925	\$	341,850	\$0	\$	341,850
101	Other Revenue - Hillside	\$	140,301	\$	140,301	\$	140,301	\$	140,301	\$	140,301	\$	280,602	\$0	\$	280,602
102	Other Revenue - Montrose	\$	3,230,886	\$	3,230,886	\$	3,230,886	\$	3,230,886	\$	3,230,886	\$	6,461,772	\$0	\$	6,461,772
103	Total Other Revenues	\$	8,661,828	\$	8,661,828	\$	8,661,828	\$	8,661,828	\$	8,661,828	\$	17,323,656	\$0	\$	17,323,656
104	Total Revenues	\$	34,377,056	\$	34,377,056	\$	34,377,056	\$	34,377,056	\$	34,377,056	\$	50,346,114	\$0	\$	50,346,114
105	Full Time Equivalent (FTE)		0.00		0.00		0.00		0.00		0.00		0.00			0.00
106	Prepared by: Lisa Ly Title: Accounting Supervisor Phone No. (list the phone number) Email: ly@dcps.org Date: 10/18/18															

1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM										Page 2 of 26	
2	Appendix B											
3	Document Date: 5/30/2018											
4	CONTRACT TERM											
5	Begin Date: 7/1/2017										End Date: 6/30/2020	
6	BUDGET SUMMARY											
8	Name: Grandee: Episcopal Community Services										Contract Length (Total 3 Years): 3	
9	Program: Alder Hotel											
11												
12												
13												
14	EXTENSION YEAR										All Years	
15	Program Annual Term										7/1/2014 - 6/30/2016	
16	Current Modification Revised										Current Total Modification Revised Total	
17	Expenditures											
18	Salaries & Benefits											
19	Operating Expense											
20	Subtotal											
21	Indirect Percentage (%)											
22	Indirect Cost (Line 16 X Line 17)											
23	Other Expenses (Not subject to Indirect %)											
24	Total Expenditures - FY2018											
25	Total Expenditures											
26	General Fund											
27	Capital Improvement											
28	COOG FY18											
29	Additional GF FY18											
30												
31												
32												
33	Total HSH Revenues											
34	Rental Income											
35	Other Revenues											
36												
37												
38	Total Other Revenues											
39	Full Time Equivalent (FTE)											
40	Prepared by: Lha Lh										Title: Accounting Supervisor	
41	Phone No. 415-487-3300x1215										Email: lha@dcsc.org	
42	HSH#1										Template last modified: 12/4/2017	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z		
1	Appendix B																											
2	Program: Alder Hotel																											
3	SALARY & BENEFIT DETAIL																											
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1	Appendix B									
2	Program: Alder Hotel									
3	OPERATING DETAIL									
4		EXTENSION YEAR			EXTENSION YEAR					
5		Year 5			Year 6			All Years		
6		7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2014 - 6/30/2018	7/1/2014 - 7/1/2020	7/1/2014 - 7/1/2020
7	Operating Expenses	Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised Total
8	Rental of Property (PM)	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
9	Utilities(Elec, Water, Gas, Phone, Scavenger-PM)	\$ 880,815		\$ 880,815	\$ 907,239		\$ 907,239	\$ 1,788,054	\$ -	\$ 1,788,054
10	Telecommunication(SS)	\$ 138,155		\$ 138,155	\$ 142,300		\$ 142,300	\$ 280,455	\$ -	\$ 280,455
11	Office Supplies, furniture equipment(SS)	\$ 6,600		\$ 6,600	\$ 6,798		\$ 6,798	\$ 13,398	\$ -	\$ 13,398
12	Office Supplies(PM)	\$ 3,600		\$ 3,600	\$ 3,708		\$ 3,708	\$ 7,308	\$ -	\$ 7,308
13	Adm-renting expenses(PM)	\$ 10,000		\$ 10,000	\$ 10,300		\$ 10,300	\$ 20,300	\$ -	\$ 20,300
14	Maintenance Supplies(PM)	\$ 1,280		\$ 1,280	\$ 1,298		\$ 1,298	\$ 2,558	\$ -	\$ 2,558
15	Elevator Maintenance(PM)	\$ 34,000		\$ 34,000	\$ 35,020		\$ 35,020	\$ 69,020	\$ -	\$ 69,020
16	Plumbing & Elec Repairs(PM)	\$ 16,487		\$ 16,487	\$ 16,982		\$ 16,982	\$ 33,469	\$ -	\$ 33,469
17	Equipment Repair(PM)	\$ 1,436		\$ 1,436	\$ 1,479		\$ 1,479	\$ 2,915	\$ -	\$ 2,915
18	Building Maintenance Supplies and Repair(PM)	\$ 38,865		\$ 38,865	\$ 40,031		\$ 40,031	\$ 78,896	\$ -	\$ 78,896
19	Printing and Reproduction(SS)	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
20	Insurance (SS)	\$ 3,300		\$ 3,300	\$ 3,399		\$ 3,399	\$ 6,699	\$ -	\$ 6,699
21	Staff Training/Recruitment (SS & PM)	\$ 8,900		\$ 8,900	\$ 9,167		\$ 9,167	\$ 18,067	\$ -	\$ 18,067
22	Consultants/Subcontractors	\$ 1,700		\$ 1,700	\$ 1,751		\$ 1,751	\$ 3,451	\$ -	\$ 3,451
23	Property management personnel (PM)				\$ -					
24	Benefits (PM)	\$ 378,714		\$ 378,714	\$ 390,075		\$ 390,075	\$ 768,789	\$ -	\$ 768,789
25	OTHER	\$ 134,913		\$ 134,913	\$ 138,960		\$ 138,960	\$ 273,873	\$ -	\$ 273,873
26	Program Supplies and Services(SS)	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
27	Food Supplies(SS)				\$ -			\$ -	\$ -	\$ -
28	Management Fees(PM)				\$ -			\$ -	\$ -	\$ -
29	Legal Fees, permits/licenses(PM)	\$ 7,100		\$ 7,100	\$ 7,313		\$ 7,313	\$ 14,413	\$ -	\$ 14,413
30	Professional Services/Computer Charges(SS)	\$ 7,000		\$ 7,000	\$ 7,210		\$ 7,210	\$ 14,210	\$ -	\$ 14,210
31	Professional Services/Computer Charges(PM)	\$ 95,352		\$ 95,352	\$ 98,213		\$ 98,213	\$ 193,565	\$ -	\$ 193,565
32	TOTAL OPERATING EXPENSES	\$ 30,000		\$ 30,000	\$ 30,900		\$ 30,900	\$ 60,900	\$ -	\$ 60,900
33		\$ 500		\$ 500	\$ 515		\$ 515	\$ 1,015	\$ -	\$ 1,015
34		\$ 4,060		\$ 4,060	\$ 4,162		\$ 4,162	\$ 8,242	\$ -	\$ 8,242
35										
36										

1	Appendix B	A	E	F	G	H	I	J	AF	AG	AH
2	Program: Alder Hotel	Page 4 of 26									
3	OPERATING DETAIL	EXTENSION YEAR				EXTENSION YEAR					
4		Year 5				Year 6				All Years	
37	Other Expenses (not subject to indirect cost %)										
38		\$	-	\$	-	\$	-	\$	-	\$	-
39											
40	TOTAL OTHER EXPENSES	\$	-	\$	-	\$	-	\$	-	\$	-
41											

	A	B	C	D	E	F
1	Appendix B					
2	Program: Alder Hotel					Page 5 of 26
3	Capital Expenditure Detail (Equipment and Remodeling Cost)					
4						
5						
6						TOTAL
	EQUIPMENT	TERM				
7	No.	security camera	\$17,197.10			17,197
8		Stairwell cameras	\$1,417.90			1,418
9		replacement cameras	\$3,683.75			3,684
10		additional front security gate	\$4,000.00			4,000
11		buzzer for new 2nd gate	\$700.00			700
12		ADA and door operator repair	\$6,253.64			6,254
13		34 doors	\$1,764.52			1,765
14		2nd-5th floor hallways	\$13,215.00			13,215
15		bathroom floors	\$10,746.00			10,746
16		Physical Needs Assessments	\$5,000.00			5,000
17	TOTAL EQUIPMENT COST		63,978	0	0	63,978
18						
19	REMODELING					
20	Description:					0
21						0
22						0
23						0
24						0
25						0
26	TOTAL REMODELING COST		0	0	0	0
27						
28	TOTAL CAPITAL EXPENDITURE		63,978	0	0	63,978
29	(Equipment and Remodeling Cost)					
30						

Appendix B

Program: Alder Hotel
Salaries & Benefits
Support Services Manager

	FTE	Justification
	1.00	Provides team leadership, management and supervision to ensure program quality, as well as resident safety, housing retention, and individual development; supervises staff; coordinates and leads partner efforts.
Case Manager III	3.00	Carries resident caseload, supporting clients in their efforts to retain housing and to achieve short-and long-term personal goals; links residents to clinical, vocational and other needed resources to help them achieve improved personal health and life quality; develops and leads community-building client activities to set and maintain a safe, pleasant and secure more environment for residents.
Housing Services Director	7.31	Provides overall leadership, administration and supervision to ECS's ten supportive housing sites; develops proposals, negotiates and manages contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Direct Support for Housing Srvc Director	7.69	provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Project Manager	14.28	develops strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Hsg Dev& asset Management	1.64	develops strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Admin Ass/Web Based data entries	15.38	Evaluates HSA contract compliance; conducts resident chart reviews;
Compliance Specialist	7.69	provides staff training on department protocols and procedures;
Housing Srvc-Asso Director 2	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Manager-Outcomes & Evaluation	0.02	Designs and implements continuous quality improvement program to ensure that ECS's programs and services meet its standards. Works with program manager to develop quality assurance policies, collecting data for analysis by program, dept and organization-wide.
Director of Healthy Aging	0.02	overall program direction and operations of CKSC as well as leadership for seniors aging in place throughout all of our programs, with a focus on senior engagement, safety, health and independence
Clinical Services Manager	3.85	Provides case consultation and clinical direction to on-site staff to ensure highest functioning of residents; partners with staff for resolution of difficult client issues; provides crisis intervention and resolution; leads staff clinical education and training programs.
Employee Fringe Benefits	39.5%	Includes FICA, SSUI, Workers Compensation and Medical calculated at 39% of total salaries.
Operating		
Rental of Property	\$	- The lease is written for 120 units
Utilities	\$	- <u>Utilities (electricity, water, gas, telephone and scavenger service);</u>
Office Supplies	\$	- Supplies for program staff including materials used with participants and computers
Building Maintenance & Repair	\$	- estimated cost from property management provided information, including fire protection, plumbing, electrical and elevator, ect.
Staff Training	\$	- training and recruitment expenses
Printing and Reproduction(SS)	\$	- leased copier
Management Fees(PM)	\$	- Property management (116 Units) @ \$ 54.00 PUPM, and bookkeeping fees \$ 9.60 PUPM
Food Supplies(SS)	\$	- Food and food supplies
Program Supplies and Services(SS)	\$	- Includes bus passes, program materials and snacks for resident activities,
Property management personnel (PM)	\$	- Coverage 24/7 for residents of the Alder; includes holidays/overtime coverage
Benefits (PM)	\$	- 31% based from personnel from above
Legal Fees, permits/Licenses(PM)	\$	- property management legal expenses and credit report
Professional services/computer	\$	- Replace current Access-based housing data collection system with decentralized we-based data entry system to improve accuracy and efficiency including reduction in adm
Insurance	\$	- liability and umbrella agency insurance prorated
Indirect Cost	12.0%	Federally approved indirect rate for Episcopal Community Services

	A	E	F	G	H	I	J	AF	AG	AH
1	Appendix B									
2	Program: Crosby Hotel									
3	OPERATING DETAIL									
4		EXTENSION YEAR			EXTENSION YEAR			All Years		
5		Year 5			Year 6					
6		7/1/2019 - 6/30/2019	7/1/2019 - 6/30/2019	7/1/2019 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2014 - 6/30/2018	7/1/2014 - 7/1/2020	7/1/2014 - 7/1/2020
7		Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised Total
		Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
8	Rental of Property (PM)	\$ 667,892		\$ 667,892	\$ 687,929		\$ 687,929	\$ 1,355,821	\$ -	\$ 1,355,821
9	Utilities(Elec, Water, Gas, Phone, Scavenger) (PM)	\$ 171,710		\$ 171,710	\$ 176,861		\$ 176,861	\$ 348,571	\$ -	\$ 348,571
10	Telecommunication(SS)	\$ 5,600		\$ 5,600	\$ 5,768		\$ 5,768	\$ 11,368	\$ -	\$ 11,368
11	Office Supplies, furniture equipment(SS)	\$ 5,600		\$ 5,600	\$ 5,768		\$ 5,768	\$ 11,368	\$ -	\$ 11,368
12	Office Supplies(PM)	\$ 14,000		\$ 14,000	\$ 14,420		\$ 14,420	\$ 28,420	\$ -	\$ 28,420
13	Adm-renting expenses(PM)	\$ 1,260		\$ 1,260	\$ 1,298		\$ 1,298	\$ 2,558	\$ -	\$ 2,558
14	Maintenance Supplies(PM)	\$ 130,000		\$ 130,000	\$ 133,900		\$ 133,900	\$ 263,900	\$ -	\$ 263,900
15	Elevator Maintenance(PM)	\$ 19,000		\$ 19,000	\$ 19,570		\$ 19,570	\$ 38,570	\$ -	\$ 38,570
	Plumbing & Elec Repairs(PM)	\$ 57,000		\$ 57,000	\$ 58,710		\$ 58,710	\$ 115,710	\$ -	\$ 115,710
	Equipment Repair(PM)	\$ 90,000		\$ 90,000	\$ 92,700		\$ 92,700	\$ 182,700	\$ -	\$ 182,700
	Building Maintenance Supplies and Repair(PM)				\$ -		\$ -	\$ -	\$ -	\$ -
19	Printing and Reproduction(SS)	\$ 4,700		\$ 4,700	\$ 4,841		\$ 4,841	\$ 9,541	\$ -	\$ 9,541
20	Insurance (SS)	\$ 9,300		\$ 9,300	\$ 9,579		\$ 9,579	\$ 18,879	\$ -	\$ 18,879
21	Staff Training/Recruitment (SS & PM)	\$ 2,500		\$ 2,500	\$ 2,575		\$ 2,575	\$ 5,075	\$ -	\$ 5,075
22					\$ -		\$ -	\$ -	\$ -	\$ -
23	Consultants/Subcontractors				\$ -		\$ -	\$ -	\$ -	\$ -
24	Property management personnel (PM)	\$ 417,528		\$ 417,528	\$ 430,054		\$ 430,054	\$ 847,582	\$ -	\$ 847,582
25	Benefits (PM)	\$ 127,002		\$ 127,002	\$ 130,812		\$ 130,812	\$ 257,814	\$ -	\$ 257,814
26		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
27	OTHER				\$ -		\$ -	\$ -	\$ -	\$ -
28					\$ -		\$ -	\$ -	\$ -	\$ -
29	Program Supplies and Services (SS)	\$ 3,900		\$ 3,900	\$ 4,017		\$ 4,017	\$ 7,917	\$ -	\$ 7,917
30	Food Supplies (SS)	\$ 7,000		\$ 7,000	\$ 7,210		\$ 7,210	\$ 14,210	\$ -	\$ 14,210
31	Management Fees (PM)	\$ 101,928		\$ 101,928	\$ 104,986		\$ 104,986	\$ 206,914	\$ -	\$ 206,914
32	Legal Fees, permits/Licenses (PM)	\$ 35,000		\$ 35,000	\$ 36,050		\$ 36,050	\$ 71,050	\$ -	\$ 71,050
33	Professional Services/Computer Charges (PM)	\$ 6,340		\$ 6,340	\$ 6,530		\$ 6,530	\$ 12,870	\$ -	\$ 12,870
34	Professional Services/Computer Charges (SS)	\$ 600		\$ 600	\$ 618		\$ 618	\$ 1,218	\$ -	\$ 1,218
35										
36	TOTAL OPERATING EXPENSES	\$ 1,877,860	\$ -	\$ 1,877,860	\$ 1,934,196	\$ -	\$ 1,934,196	\$ 3,812,056	\$ -	\$ 3,812,056

	A	E	F	G	H	I	J	AF	AG	AH
1	Appendix B									
2	Program: Crosby Hotel									
3	OPERATING DETAIL									
4										
37	Other Expenses (not subject to indirect cost %)									
38										
39	TOTAL OTHER EXPENSES									
40										

	A	B	C	D	E	F
1	Appendix B					
2	Program: Crosby Hotel				Page 10 of 26	
3						
4						
5	Capital Expenditure Detail (Equipment and Remodeling Cost)					
6						TOTAL
7	EQUIPMENT		TERM			
8	No.	ITEM/DESCRIPTION, FY2018				
9		Electrical Updgrade (rollover to FY18-19)	57,445			57,445
10		electrical upgrade	\$3,650.00			3,650
11		security camera	\$18,450.74			18,451
12		flooring (carpet to tile)	\$31,108.00			31,108
13		emergency lights	\$5,275.00			5,275
14		flooring (carpet to tile)	\$16,665.00			16,665
15		flooring (carpet to tile)	\$1,996.00			1,996
16		flooring (carpet to tile)	\$1,218.00			1,218
17		Physical Needs Assessments	\$5,000.00			5,000
18	TOTAL EQUIPMENT COST		140,808	0	0	140,808
19						
20	REMODELING					
21	Description:					0
22						0
23						0
24						0
25						0
26						0
27	TOTAL REMODELING COST		0	0	0	0
28						
29	TOTAL CAPITAL EXPENDITURE		140,808	0	0	140,808
30	(Equipment and Remodeling Cost)					
31						

Program: Crosby Hotel

Salaries & Benefits	FTE	Justification
Support Services Manager	1.00	Provides team leadership, management and supervision to ensure program quality, as well as resident safety, housing retention, and individual development; supervises staff; coordinates and leads partner efforts.
Case Manager III	4.00	Carries resident caseload, supporting clients in their efforts to retain housing and to achieve short-and long-term personal goals; links residents to clinical, vocational and other needed resources to help them achieve improved personal health and life quality; develops and leads community-building client activities to set and maintain a safe, pleasant and secure more environment for residents.
Housing Services Director	7.31	Provides overall leadership, administration and supervision to ECS's ten supportive housing sites; develops proposals, negotiates and manages contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Direct Support for Housing Srvc Director	7.69	provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Project Manager	14.28	developes strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Hsg Dev& asset Management	1.64	Evaluates HSA contract compliance; conducts resident chart reviews; provides staff training on department protocols and procedures; contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Admin Assi/Web Based data entries	15.38	
Compliance Specialist	7.69	
OPEN-Housing Srvc-Asso Director 2-1/19	7.69	
Manager-Outcomes & Evaluation	0.02	Designs and implements continuous quality improvement program to ensure that ECS's programs and services meet its standards. Works with program manager to develop quality assurance policies, collecting data for analysis by program, dept and organization-wide.
Director of Healthy Aging	0.02	overall program direction and operations of CKSC as well as leadership for seniors aging in place throughout all of our programs, with a focus on senior engagement, safety, health and independence
Clinical Services Manager	3.85	Provides case consultation and clinical direction to on-site staff to ensure highest functioning of residents; partners with staff for resolution of difficult client issues; provides crisis intervention and resolution; leads staff clinical education and training programs.
Employee Fringe Benefits	38.0%	Includes FICA, SSUI, Workers Compensation and Medical calculated at 38% of total salaries.
Operating		
Rental of Property	\$	- The lease is written for 126 units including office
Utilities	\$	- <u>Utilities (electricity, water, gas, telephone and scavenger service);</u>
Office Supplies	\$	- Supplies for program staff including materials used with participants and computers
Building Maintenance & Repair	\$	- estimated cost from property management provided information, including fire protection, plumbing, electrical and elevator, ect.
Staff Training	\$	- training and recruitment expenses
Printing and Reproduction(SS)	\$	- leased copier
Legal Fees, permits/Licenses (PM)	\$	- property management legal expenses and credit report
Management Fees (PM)	\$	- Property management (126 Units) @ \$ 54.00 PUPM, and bookkeeping fees \$ 9.50 PUPM
Program Supplies and Services (SS)	\$	- Includes bus passes, program materials and snacks for resident activities,
Food Supplies (SS)	\$	- Using the SF Food Bank, the food items will supplement resident's own arrangements Food and food supplies
Property management personnel (PM)	\$	- Coverage 24/7 for residents of the Crosby; includes holidays/overtime coverage
Benefits (PM)	\$	- 27% based from personnel from above
Professional services/Computer charge	\$	- Replace current Access-based housing data collection system with decentralized we-based data entry system to improve accuracy and efficiency including reduction in adm
Insurance	\$	- liability and umbrella agency insurance prorated
Indirect Cost	12.0%	Federally approved Indirect rate for Episcopal Community Services

1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM	Page 12 of 26
2	Appendix B	
3	Document Date: 5/30/2018	
4	CONTRACT TERM	
5	Begin Date: 7/1/2017	End Date: 6/30/2020
6		
7	BUDGET SUMMARY	
8	Name: Grantee: Episcopal Community Services	Contract Length (Total 3 Years): 3
9	Program: Eln Hotel	
10		
11		
12		
13		
14	Program Annual Term	
15		
16		
17	Salaries & Benefits	
18	Operating Expense	
19	Subtotal	
20	Indirect Percentage (%)	
21	Indirect Cost (Line 16 X Line 17)	
22	Other Expenses (Not subject to Indirect %)	
23	Capital Expenditure - FY2018 Improvement	
24	Capital Expenditure - FY2018 Elevator	
25	Total Expenditures	
26	HSR Revenues	
27	General Fund	
28	Elevator Update (rollover)	
29	Capital Improvements	
30	Additional GF FY18	
31	CODB FY19	
32	Total HSR Revenues	
33	Rental Income	
34	Other Revenues	
35	Total Other Revenues	
36		
37	Full Time Equivalent (FTE)	3.71

[illegible]

	A	E	F	G	H	I	J	AF	AG	AH
1	Appendix B									
2	Program: Elm Hotel									
3	OPERATING DETAIL									
4		EXTENSION YEAR			EXTENSION YEAR			All Years		
5		Year 5			Year 6					
6		7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2014 - 6/30/2018	7/1/2014 - 7/1/2020	7/1/2014 - 7/1/2020
7		Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised Total
8		Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
9	Operating Expenses									
10	Rental of Property (PM)	\$ 415,125		\$ 415,125	\$ 427,579		\$ 427,579	\$ 842,704	\$ -	\$ 842,704
11	Utilities(Elec, Water, Gas, Phone, Scavenger-PM)	\$ 112,613		\$ 112,613	\$ 115,991		\$ 115,991	\$ 228,604	\$ -	\$ 228,604
12	Telecommunication (SS)	\$ 7,200		\$ 7,200	\$ 7,416		\$ 7,416	\$ 14,616	\$ -	\$ 14,616
13	Office Supplies, Postage(SS)	\$ 2,200		\$ 2,200	\$ 2,266		\$ 2,266	\$ 4,466	\$ -	\$ 4,466
14	Office Supplies(PM)	\$ 10,000		\$ 10,000	\$ 10,300		\$ 10,300	\$ 20,300	\$ -	\$ 20,300
15	Adm-renting expenses(PM)	\$ 600		\$ 600	\$ 618		\$ 618	\$ 1,218	\$ -	\$ 1,218
16	Maintenance Supplies(PM)	\$ 73,000		\$ 73,000	\$ 75,190		\$ 75,190	\$ 148,190	\$ -	\$ 148,190
17	Elevator Maintenance(PM)	\$ 19,209		\$ 19,209	\$ 19,785		\$ 19,785	\$ 38,994	\$ -	\$ 38,994
18	Plumbing & Elec Repairs(PM)	\$ 3,800		\$ 3,800	\$ 3,914		\$ 3,914	\$ 7,714	\$ -	\$ 7,714
19	Equipment Repair(PM)	\$ 24,000		\$ 24,000	\$ 24,720		\$ 24,720	\$ 48,720	\$ -	\$ 48,720
20	Building Maintenance Supplies and Repair (PM)	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
21	Printing and Reproduction(SS)	\$ 2,500		\$ 2,500	\$ 2,575		\$ 2,575	\$ 5,075	\$ -	\$ 5,075
22	Insurance (SS)	\$ 6,300		\$ 6,300	\$ 6,489		\$ 6,489	\$ 12,789	\$ -	\$ 12,789
23	Staff Training/Recruitment (SS & PM)	\$ 1,400		\$ 1,400	\$ 1,442		\$ 1,442	\$ 2,842	\$ -	\$ 2,842
24	Consultants/Subcontractors				\$ -		\$ -			
25	Property management personnel (PM)	\$ 270,711		\$ 270,711	\$ 278,832		\$ 278,832	\$ 549,543	\$ -	\$ 549,543
26	Benefits (PM)	\$ 95,687		\$ 95,687	\$ 98,558		\$ 98,558	\$ 194,245	\$ -	\$ 194,245
27		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
28	OTHER				\$ -		\$ -	\$ -	\$ -	\$ -
29					\$ -		\$ -	\$ -	\$ -	\$ -
30	Program Supplies and Services(SS)	\$ 2,000		\$ 2,000	\$ 2,060		\$ 2,060	\$ 4,060	\$ -	\$ 4,060
31	Food Supplies(SS)	\$ 2,000		\$ 2,000	\$ 2,060		\$ 2,060	\$ 4,060	\$ -	\$ 4,060
32	Management Fees(PM)	\$ 65,760		\$ 65,760	\$ 67,733		\$ 67,733	\$ 133,493	\$ -	\$ 133,493
33	Legal Fees, permits/Licenses(PM)	\$ 8,000		\$ 8,000	\$ 8,240		\$ 8,240	\$ 16,240	\$ -	\$ 16,240
34	Professional Services/Computer Charges(SS)	\$ 500		\$ 500	\$ 515		\$ 515	\$ 1,015	\$ -	\$ 1,015
35	Professional Services/Computer Charges(PM)	\$ 2,800		\$ 2,800	\$ 2,884		\$ 2,884	\$ 5,684	\$ -	\$ 5,684
36	TOTAL OPERATING EXPENSES	\$ 1,125,405	\$ -	\$ 1,125,405	\$ 1,159,167	\$ -	\$ 1,159,167	\$ 2,284,572	\$ -	\$ 2,284,572

	A	E	F	G	H	I	J	AF	AG	AH
1	Appendix B									
2	Program: Elm Hotel									
3	OPERATING DETAIL									
4		EXTENSION YEAR				EXTENSION YEAR				
		Year 5				Year 6				All Years
37	Other Expenses (not subject to indirect cost %)									
38		\$	-	\$	-	\$	-	\$	-	\$ -
39	TOTAL OTHER EXPENSES									
40		\$	-	\$	-	\$	-	\$	-	\$ -
40										

	A	B	C	D	E	F
1	Appendix B					
2	Program: Elm Hotel			Page 15 of 26		
3						
4	Capital Expenditure Detail					
5	(Equipment and Remodeling Cost)					
6						TOTAL
7	EQUIPMENT		TERM			
8	No.	ITEM/DESCRIPTION, FY2018				
9		Elevator Updgrade (rollover to FY18-19)	72,403			72,403
10		bathroom upgrades (3rd & 5th fl.)	\$6,776.00			6,776
11		bathroom upgrades (2nd & 4th fl.)	\$4,444.00			4,444
12		security camera	\$11,136.50			11,137
13		gate lock	\$8,024.13			8,024
14		IT Security	\$1,218.00			1,218
15		Physical Needs Assessments	\$4,000.00			4,000
16	TOTAL EQUIPMENT COST		108,002	0	0	108,002
17						
18	REMODELING					
19	Description:					0
20						0
21						0
22						0
23						0
24						0
25	TOTAL REMODELING COST		0	0	0	0
26						
27	TOTAL CAPITAL EXPENDITURE		108,002	0	0	108,002
28	(Equipment and Remodeling Cost)					
29						

Appendix B

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Program: Elm Hotel
Salaries & Benefits

Support Services Manager/Asst. support svc m

FTE

Justification

	1.50	Provides team leadership, management and supervision to ensure program quality, as well as resident safety, housing retention, and individual development; supervises staff; coordinates and leads partner efforts.
Case Manager III	1.50	Carries resident caseload, supporting clients in their efforts to retain housing and to achieve short-and long-term personal goals; links residents to clinical, vocational and other needed resources to help them achieve improved personal health and life quality; develops and leads community-building client activities to set and maintain a safe, pleasant and secure more environment for residents.
Housing Services Director	7.31	Provides overall leadership, administration and supervision to ECS's ten supportive housing sites; develops proposals, negotiates and manages contracts, and reports contractual outcomes and activities to funders;
Direct Support for Housing Svc Director	7.69	develops strategic and practical relationships with community partners;
Project Manager	14.28	provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Hsg Dev& asset Management	1.64	develops strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Admin Ass/Web Based data entries	15.38	Evaluates HSA contract compliance; conducts resident chart reviews;
Compliance Specialist	7.69	provides staff training on department protocols and procedures;
Housing Svc-Asso Director 2	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Clinical Services Manager	3.85	Provides case consultation and clinical direction to on-site staff to ensure highest functioning of residents; partners with staff for resolution of difficult client issues; provides crisis intervention and resolution; leads staff clinical education and training programs.
Manager-Outcomes & Evaluation	0.02	Designs and implements continuous quality improvement program to ensure that ECS's programs and services meet its standards. Works with program manager to develop quality assurance policies, collecting data for analysis by program, dept and organization-wide.
Director of Healthy Aging	0.02	overall program direction and operations of CKSC as well as leadership for seniors aging in place throughout all of our programs, with a focus on senior engagement, safety, health and independence
Employee Fringe Benefits	33.5%	Includes FICA, SSUI, Workers Compensation and Medical calculated at 33.5% of total salaries.
Operating		
Rental of Property	\$	- The lease is written for 86 units including office
Utilities	\$	- <u>Utilities (electricity, water, gas, telephone and scavenger service)</u>
Office Supplies	\$	- Supplies for program staff including materials used with participants and computers
Building Maintenance & Repair	\$	- estimated cost from property management provided information, including fire protection, plumbing, electrical and elevator, ect.
Staff Training	\$	- training and recruitment expenses
Printing and Reproduction(SS)	\$	- leased copier
Program Supplies and Services(SS)	\$	- Includes bus passes, program materials and snacks for resident activities,
Food Supplies(SS)	\$	- Using the SF Food Bank, the food items will supplement resident's own arrangement. Includes bus passes, program materials and snacks for Food and food supplies
Property management personnel (PM)	\$	- Coverage 24/7 for residents of the Elm; includes holidays/overtime coverage
Benefits (PM)	\$	- 29% based from personnel from above
Legal Fees	\$	- property management legal expenses and credit report property management legal expenses and credit report
Management Fees(PM)	\$	- Property management (86 Units) @ \$ 54.00 PUPM, and bookkeeping fees \$ 9.50 PUPM
Professional fees/Computer charge	\$	- Replace current Access-based housing data collection system with decentralized we-based data entry system to improve accuracy and efficiency including reduction in adm
Insurance	\$	- liability and umbrella agency insurance prorated
Indirect Cost		
	12.0%	Federally approved indirect rate for Episcopal Community Services

1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM										Page 17 of 26
2	Appendix B										
3	Document Date: 5/30/2018										
4	CONTRACT TERM										
5	Begin Date: 7/1/2017										
6	End Date: 6/30/2020										
7	BUDGET SUMMARY										
8	Name: Episcopal Community Services										
9	Contract Length (Total 3 Years): 3										
10	Program: Hillside Hotel										
11											
12											
13	EXTENSION YEAR										
14	EXTENSION YEAR										
15	Year 5										
16	Year 6										
17	All Years										
18	Program Annual Term										
19	Current										
20	Modification										
21	Revised										
22	Current										
23	Modification										
24	Revised										
25	Current Total										
26	Modification										
27	Revised Total										
28	Expenditures										
29	Salaries & Benefits										
30	Operating Expense										
31	Subtotal										
32	Indirect Percentage (%)										
33	Direct Cost (Line 16 X Line 17)										
34	Other Expenses (Not subject to indirect %)										
35	Capital Expenditure - FY2018										
36	Total Expenditures										
37	HSH Revenues										
38	General Fund										
39	Capital Improvement										
40	Additional GF FY18										
41	COOB FY19										
42	Total HSH Revenues										
43	Rental Income										
44	Other Revenues										
45	Total Other Revenues										
46	Full Time Equivalent (FTE)										

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1	Appendix B									
2	Program: Hillsdale Hotel									Page 19 of 26
3	OPERATING DETAIL									
4		EXTENSION YEAR			EXTENSION YEAR			All Years		
5		Year 5			Year 6					
6		7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2014 - 6/30/2018	7/1/2014 - 7/1/2020	7/1/2014 - 7/1/2020
7		Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised Total
8	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
9	Rental of Property	\$ 378,341		\$ 378,341	\$ 389,691		\$ 389,691	\$ 768,032	\$ -	\$ 768,032
10	Utilities(Elec. Water, Gas, Phone, Scavenger) (PM)	\$ 99,188		\$ 99,188	\$ 102,164		\$ 102,164	\$ 201,352	\$ -	\$ 201,352
11	Telecommunication(SS)	\$ 6,000		\$ 6,000	\$ 6,180		\$ 6,180	\$ 12,180	\$ -	\$ 12,180
12	Office Supplies, Postage(SS)	\$ 2,900		\$ 2,900	\$ 2,987		\$ 2,987	\$ 5,887	\$ -	\$ 5,887
13	Office Supplies(PM)	\$ 10,000		\$ 10,000	\$ 10,300		\$ 10,300	\$ 20,300	\$ -	\$ 20,300
14	Adm-renting expenses(PM)	\$ 900		\$ 900	\$ 927		\$ 927	\$ 1,827	\$ -	\$ 1,827
15	Maintenance Supplies(PM)	\$ 90,000		\$ 90,000	\$ 92,700		\$ 92,700	\$ 182,700	\$ -	\$ 182,700
16	Elevator Maintenance(PM)	\$ 7,584		\$ 7,584	\$ 7,812		\$ 7,812	\$ 15,396	\$ -	\$ 15,396
17	Plumbing & Elec Repairs(PM)	\$ 7,400		\$ 7,400	\$ 7,622		\$ 7,622	\$ 15,022	\$ -	\$ 15,022
18	Equipment Repair(PM)	\$ 45,000		\$ 45,000	\$ 46,350		\$ 46,350	\$ 91,350	\$ -	\$ 91,350
19	Building Maintenance Supplies and Repair(PM)	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
20	Printing and Reproduction(SS)	\$ 4,200		\$ 4,200	\$ 4,326		\$ 4,326	\$ 8,526	\$ -	\$ 8,526
21	Insurance (SS)	\$ 6,600		\$ 6,600	\$ 6,798		\$ 6,798	\$ 13,398	\$ -	\$ 13,398
22	Staff Training/Recruitment (SS&PM)	\$ 2,000		\$ 2,000	\$ 2,060		\$ 2,060	\$ 4,060	\$ -	\$ 4,060
23	Consultants/Subcontractors				\$ -		\$ -	\$ -	\$ -	\$ -
24	Property management personnel (PM)	\$ 303,602		\$ 303,602	\$ 312,710		\$ 312,710	\$ 616,312	\$ -	\$ 616,312
25	Benefits (PM)	\$ 86,132		\$ 86,132	\$ 88,716		\$ 88,716	\$ 174,848	\$ -	\$ 174,848
26	OTHER	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
27					\$ -		\$ -	\$ -	\$ -	\$ -
28	Program Supplies and Services(SS)	\$ 2,800		\$ 2,800	\$ 2,884		\$ 2,884	\$ 5,684	\$ -	\$ 5,684
29	Food Supplies(SS)	\$ 7,400		\$ 7,400	\$ 7,622		\$ 7,622	\$ 15,022	\$ -	\$ 15,022
30	Management Fees(PM)	\$ 61,650		\$ 61,650	\$ 63,500		\$ 63,500	\$ 125,150	\$ -	\$ 125,150
31	Legal Fees, permits/Licenses(PM)	\$ 10,000		\$ 10,000	\$ 10,300		\$ 10,300	\$ 20,300	\$ -	\$ 20,300
32	Professional Services/Computer Charges(SS)	\$ 600		\$ 600	\$ 618		\$ 618	\$ 1,218	\$ -	\$ 1,218
33	Professional Services/Computer Charges (PM)	\$ 2,625		\$ 2,625	\$ 2,704		\$ 2,704	\$ 5,329	\$ -	\$ 5,329
34										
35	TOTAL OPERATING EXPENSES	\$ 1,134,922	\$ -	\$ 1,134,922	\$ 1,168,970	\$ -	\$ 1,168,970	\$ 2,303,892	\$ -	\$ 2,303,892
36										

	A	E	F	G	H	I	J	AF	AG	AH
1	Appendix B									
2	Program: Hillsdale Hotel									
3	OPERATING DETAIL									
4		EXTENSION YEAR				EXTENSION YEAR				
		Year 5				Year 6				All Years
37	Other Expenses (not subject to indirect cost %)									
38		\$	-	\$	-	\$	-	\$	-	\$
39	TOTAL OTHER EXPENSES	\$	-	\$	-	\$	-	\$	-	\$
40										

	A	B	C	D	E	F
1	Appendix B					
2	Program: Hillsdale Hotel				Page 20 of 26	
3						
4	Capital Expenditure Detail					
5	(Equipment and Remodeling Cost)					
6						
7	EQUIPMENT			TERM	TOTAL	
8	No.	gate lock	\$5,015.76			5,016
9		flooring (2nd-5th fl. halls)	\$26,220.00			26,220
10		basement consul/upgrade	\$2,436.00			2,436
11		Physical Needs Assessments	\$4,200.00			4,200
12						0
13						0
14						0
15	TOTAL EQUIPMENT COST			37,872	0	0
16						
17	REMODELING					
18	Description:					0
19						0
20						0
21						0
22						0
23						0
24	TOTAL REMODELING COST			0	0	0
25						
26	TOTAL CAPITAL EXPENDITURE			37,872	0	0
27	(Equipment and Remodeling Cost)					
28						

Appendix B

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Program: Hillsdale Hotel
Salaries & Benefits
Support Services Manager

	FTE	Justification
	0.50	Provides team leadership, management and supervision to ensure program quality, as well as resident safety, housing retention, and individual development; supervises staff; coordinates and leads partner efforts.
Case Manager III	2.00	Carries resident caseload, supporting clients in their efforts to retain housing and to achieve short-and long-term personal goals; links residents to clinical, vocational and other needed resources to help them achieve improved personal health and life quality; develops and leads community-building client activities to set and maintain a safe, pleasant and secure more environment for residents.
Housing Services Director	7.31	Provides overall leadership, administration and supervision to ECS's ten supportive housing sites; develops proposals, negotiates and manages
Direct Support for Housing Srvc Director	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Project Manager	14.28	provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Hsg Dev& asset Management	1.64	developes strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Admin AssWeb Based data entries	15.39	Evaluates HSA contract compliance; conducts resident chart reviews;
Compliance Specialist	7.69	provides staff training on department protocols and procedures;
Housing Srvc-Asso director 2	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Clinical Services Manager	3.85	Provides case consultation and clinical direction to on-site staff to ensure highest functioning of residents; partners with staff for resolution of difficult client issues; provides crisis intervention and resolution; leads staff clinical education and training programs.
Manager-Outcomes & Evaluation	0.02	Designs and implements continuous quality improvement program to ensure that ECS's programs and services meet its standards. Works with program manager to develop quality assurance policies, collecting data for analysis by program, dept and organization-wide.
Director of Healthy Aging	0.02	overall program direction and operations of CKSC as well as leadership for seniors aging in place throughout all of our programs, with a focus on senior engagement, safety, health and independence
Employee Fringe Benefits	41.0%	Includes FICA, SSUI, Workers Compensation and Medical calculated at 41% of total salaries.
Operating		
Rental of Property	\$	- The lease is written for 84 units
Utilities	\$	- <u>Utilities (electricity, water, gas, telephone and scavenger service);</u>
Office Supplies	\$	- Supplies for program staff including materials used with participants and computers
Building Maintenance & Repair	\$	- estimated cost from property management provided information, including fire protection, plumbing, electrical and elevator, ect.
Staff Training	\$	- training and recruitment expenses
Printing and Reproduction(SS)	\$	- leased copier
Property management personnel (PM)	\$	- Coverage 24/7 for residents of the Hillsdale; includes holidays/overtime coverage
Benefits (PM)	\$	- 28% based from personnel from above
Program Supplies and Services(SS)	\$	- Includes bus passes, program materials and snacks for resident activities,
Food Supplies(SS)	\$	- Using the SF Food Bank, the food items will supplement resident's own arrangements
Management Fees(PM)	\$	- Food and food supplies
Legal Fees, permits/Licenses(PM)	\$	- Property management (84 Units) @ \$ 54.00 PUPM, and bookkeeping fees \$ 9.50 PUPM
Professional Services/Computer Charges (PM)	\$	- property management legal expenses and credit report
Insurance	\$	- Replace current Access-based housing data collection system with decentralized we-based data entry system to improve accuracy and efficiency including reduction in adm
Indirect Cost	12.0%	Federally approved indirect rate for Episcopal Community Services

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM									
2	Appendix B									
3	Document Date: 5/30/2018									
4	CONTRACT TERM									
5	Begin Date: 7/1/2017 End Date: 6/30/2020									
6	BUDGET SUMMARY									
7										
8	Name: Episcopal Community Services Contract Length: (Total 3 Years)									
9	Program: Mentone Hotel 3									
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15	EXTENSION YEAR									
16	EXTENSION YEAR									
17	All Years									
18	Year 6									
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20	All Years									
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32	All Years									
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35	All Years									
36	Year 6									
37	Year 6									
38	All Years									
39	Year 6									

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2	Program: Mentone Hotel																											
3	SALARY & BENEFIT DETAIL																											
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**Appendix A-1: Services to be Provided
by
Episcopal Community Services
Housing First Hotels
July 1, 2018 to June 30, 2020**

I. Purpose of Grant

The purpose of the grant is to provide support services, lease, and property management services to formerly homeless adults who reside in private Single Room Occupancy (SRO) residential units at the Alder, Crosby on O'Farrell, Elm, Hillsdale, and Mentone hotels. The goals of these services are to empower tenants to become self-sufficient and retain their housing or move to other appropriate housing, promote community building and tenant participation, and maintain a safe, supportive and stable environment that fosters independence.

II. Target Population

Grantee shall serve formerly homeless single adults and adult couples without custody of minor children who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements, including meeting the definition of homelessness at the time of referral and placement, specifically established benefits and/or income criteria, and ability to live independently within the structure of the housing program.

The HSH Housing Access Team (HAT) is responsible for referrals and refers only individuals who are County Adult Assistance Programs (CAAP) recipients; only CAAP recipients can be placed into housing. The role of HAT may change or be replaced by the Coordinated Entry System as the system gets rolled out in FY18/19; this will include utilization of the Online Navigation Entry (ONE) system.

III. Description of Services

Support Services

Grantee shall publicize and invite tenants to access support services as needed. Tenants are not required to participate in support services. Support services staff shall offer onsite services and/or referrals to all tenants who display indications of housing instability. Indications of housing instability includes, but is not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or tenants.

Support services shall include, but are not limited to:

- A. Outreach: Grantee shall make efforts to contact, interact, inform and invite tenants to make use of support services to assist with and address individual needs or issues. These efforts shall include written messages, in person interactions, phone messages and calls, and emails as available and appropriate to reach the individual tenant.
- B. Intake and Assessment: Grantee shall provide one or more meetings or interviews with a tenant to establish strengths, skills, needs, plans and goals that are useful to the tenant and shall help the tenant maintain housing.

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1	Appendix B																																					
2	Program: Montrose Hotel																																					
3	SALARY & BENEFIT DETAIL																																					
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1	Appendix B										
2	Program: Mentone Hotel										
3	OPERATING DETAIL										
4		EXTENSION YEAR			EXTENSION YEAR						
5		Year 5			Year 6			All Years			
37											
38	Other Expenses (not subject to Indirect cost %)										
39		\$	-	\$	-	\$	-	\$	-	\$	-
40	TOTAL OTHER EXPENSES										
41		\$	-	\$	-	\$	-	\$	-	\$	-
42											

	A	B	C	D	E	F
1	Appendix B					
2	Program: Mentone Hotel				Page 25 of 26	
3						
4	Capital Expenditure Detail					
5	(Equipment and Remodeling Cost)					
6						
7	EQUIPMENT		Amount		TOTAL	
8	No.	security camera	\$11,336.50			11,337
9		IT Security	\$1,018.00			1,018
10		gate lock	\$8,334.43			8,334
11		Physical Needs Assessments	\$4,000.00			4,000
12						
13						0
14						0
15						0
16	TOTAL EQUIPMENT COST		24,689	0	0	24,689
17						
18	REMODELING					
19	Description:					0
20						0
21						0
22						0
23						0
24						0
25	TOTAL REMODELING COST		0	0	0	0
26						
27	TOTAL CAPITAL EXPENDITURE		24,689	0	0	24,689
28	(Equipment and Remodeling Cost)					
29						

Appendix B

Page 26 of 28

Program: Mentone Hotel
Salaries & Benefits
Support Services Manager

	FTE	Justification
Support Services Manager	0.50	Provides team leadership, management and supervision to ensure program quality, as well as resident safety, housing retention, and individual development; supervises staff; coordinates and leads partner efforts.
Case Manager III	2.00	Carries resident caseload, supporting clients in their efforts to retain housing and to achieve short-and long-term personal goals; links residents to clinical, vocational and other needed resources to help them achieve improved personal health and life quality; develops and leads community-building client activities to set and maintain a safe, pleasant and secure more environment for residents.
Housing Services Director	7.31	Provides overall leadership, administration and supervision to ECS's ten supportive housing sites; develops proposals, negotiates and manages contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Direct Support for Housing Srvc Director	7.69	provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Project Manager	14.28	develops strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Hsg Dev& asset Management	1.64	develops strategic and practical relationships with community partners; provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
Admin AssiWeb Based data entries	15.38	Evaluates HSA contract compliance; conducts resident chart reviews;
Compliance Specialist	7.69	provides staff training on department protocols and procedures;
Admin Assistance	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Clinical Services Manager	3.85	Provides case consultation and clinical direction to on-site staff to ensure highest functioning of residents; partners with staff for resolution of difficult client issues; provides crisis intervention and resolution; leads staff clinical education and training programs.
OPEN-Housing Services-Assoc Director 2-	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Manager-Outcomes & Evaluation	0.02	
Director of Healthy Aging	0.02	overall program direction and operations of CKSC as well as leadership for seniors aging in place throughout all of our programs, with a focus on senior engagement, safety, health and independence
Employee Fringe Benefits	44.0%	Includes FICA, SSUI, Workers Compensation and Medical calculated at 44% of total salaries.
Operating		
Rental of Property	\$	- The lease is written for 71 units
Utilities	\$	- <u>Utilities (electricity, water, gas, telephone and scavenger service);</u>
Office Supplies	\$	- Supplies for program staff including materials used with participants and computers
Building Maintenance & Repair	\$	- estimated cost from property management provided information, including fire protection, plumbing, electrical and elevator, ect.
Staff Training	\$	- training and recruitment expenses
Printing and Reproduction(SS)	\$	- leased copier
Property management personnel (PM)	\$	- Coverage 24/7 for residents of the Mentone; includes holidays/overtime coverage
Benefits (PM)	\$	- 32% based from personnel from above
Program Supplies and Services(SS)	\$	- Includes bus passes, program materials and snacks for resident activities,
Food Supplies(SS)	\$	- Using the SF Food Bank, the food items will supplement resident's own arrangements Food and food supplies
Management Fees(PM)	\$	- Property management (71 Units) @ \$ 54.00 PUPM, and bookkeeping fees \$ 9.50 PUPM
Legal Fees, permits/licenses(PM)	\$	- property management legal expenses and credit report
Professional Services/Computer Charges(PM)	\$	- Replace current Access-based housing data collection system with decentralized we-based data entry system to improve accuracy and efficiency including reduction in adm
Insurance	\$	- liability and umbrella agency insurance prorated
Indirect Cost	12.0%	Federally approved indirect rate for Episcopal Community Services

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1	Appendix B									
2	Program: Mentone Hotel									
3	OPERATING DETAIL									
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5		EXTENSION YEAR			EXTENSION YEAR			All Years		
6		Year 5			Year 6					
7		7/1/2019 - 6/30/2019	7/1/2019 - 6/30/2019	7/1/2019 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2019 - 6/30/2020	7/1/2014 - 6/30/2018	7/1/2014 - 7/1/2020	7/1/2014 - 7/1/2020
8		Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised Total
9	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
9	Rental of Property (PM)	\$ 373,553		\$ 373,553	\$ 384,760		\$ 384,760	\$ 758,313	\$ -	\$ 758,313
10	Utilities(Elec, Water, Gas, Phone, Scavenger) (PM)	\$ 130,075		\$ 130,075	\$ 133,977		\$ 133,977	\$ 264,052	\$ -	\$ 264,052
11	Telecommunication(SS)	\$ 5,600		\$ 5,600	\$ 5,768		\$ 5,768			
12	Office Supplies, Postage(SS)	\$ 3,100		\$ 3,100	\$ 3,193		\$ 3,193	\$ 6,293	\$ -	\$ 6,293
13	Office Supplies(PM)	\$ 10,000		\$ 10,000	\$ 10,300		\$ 10,300	\$ 20,300	\$ -	\$ 20,300
14	Adm-renting expenses(PM)	\$ 600		\$ 600	\$ 618		\$ 618	\$ 1,218	\$ -	\$ 1,218
15	Maintenance Supplies(PM)	\$ 85,000		\$ 85,000	\$ 87,550		\$ 87,550	\$ 172,550	\$ -	\$ 172,550
16	Elevator Maintenance(PM)	\$ 22,229		\$ 22,229	\$ 22,896		\$ 22,896	\$ 45,125	\$ -	\$ 45,125
17	Plumbing & Elec Repairs(PM)	\$ 7,122		\$ 7,122	\$ 7,336		\$ 7,336	\$ 14,458	\$ -	\$ 14,458
18	Equipment Repair(PM)	\$ 17,179		\$ 17,179	\$ 17,694		\$ 17,694	\$ 34,873	\$ -	\$ 34,873
19	Building Maintenance Supplies and Repair (PM)	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
20	Printing and Reproduction(SS)	\$ 4,300		\$ 4,300	\$ 4,429		\$ 4,429	\$ 8,729	\$ -	\$ 8,729
21	Insurance (SS)	\$ 5,700		\$ 5,700	\$ 5,871		\$ 5,871	\$ 11,571	\$ -	\$ 11,571
22	Staff Training/Recruitment (SS/PM)	\$ 1,400		\$ 1,400	\$ 1,442		\$ 1,442	\$ 2,842	\$ -	\$ 2,842
23	Consultants/Subcontractors				\$ -					
24	Property management personnel (PM)	\$ 262,714		\$ 262,714	\$ 270,595		\$ 270,595	\$ 533,309	\$ -	\$ 533,309
25	Benefits (PM)	\$ 89,579		\$ 89,579	\$ 92,266		\$ 92,266	\$ 181,845	\$ -	\$ 181,845
26		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
27	OTHER				\$ -					
28					\$ -					
29	Program Supplies and Services(SS)	\$ 3,500		\$ 3,500	\$ 3,605		\$ 3,605	\$ 7,105	\$ -	\$ 7,105
30	Food Supplies(SS)	\$ 5,300		\$ 5,300	\$ 5,459		\$ 5,459	\$ 10,759		\$ 10,759
31	Management Fees(PM)	\$ 55,896		\$ 55,896	\$ 57,573		\$ 57,573	\$ 113,469		\$ 113,469
32	Legal Fees, permits/Licenses(PM)	\$ 8,000		\$ 8,000	\$ 8,240		\$ 8,240	\$ 16,240		\$ 16,240
33	Professional Services/Computer Charges(SS)	\$ 500		\$ 500	\$ 515		\$ 515	\$ 1,015		\$ 1,015
34	Professional Services/Computer Charges(PM)	\$ 2,380		\$ 2,380	\$ 2,451		\$ 2,451	\$ 4,831		\$ 4,831
35										
36	TOTAL OPERATING EXPENSES	\$ 1,093,727	\$ -	\$ 1,093,727	\$ 1,126,539	\$ -	\$ 1,126,539	\$ 2,208,898	\$ -	\$ 2,208,898

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3	Program: Mentone Hotel																			
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38	Other Expenses (not subject to indirect cost %)																			
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40	TOTAL OTHER EXPENSES																			
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1	Appendix B					
2	Program: Mentone Hotel			Page 25 of 26		
3						
4	Capital Expenditure Detail					
5	(Equipment and Remodeling Cost)					
6						
7	EQUIPMENT		Amount	TOTAL		
8	No.	security camera	\$11,336.50			11,337
9		IT Security	\$1,018.00			1,018
10		gate lock	\$8,334.43			8,334
11		Physical Needs Assessments	\$4,000.00			4,000
12						
13						0
14						0
15						0
16	TOTAL EQUIPMENT COST		24,689	0	0	24,689
17						
18	REMODELING					
19	Description:					0
20						0
21						0
22						0
23						0
24						0
25	TOTAL REMODELING COST		0	0	0	0
26						
27	TOTAL CAPITAL EXPENDITURE		24,689	0	0	24,689
28	(Equipment and Remodeling Cost)					
29						

Appendix B

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Program: Mentone Hotel
Salaries & Benefits
Support Services Manager

	FTE	Justification
	0.50	Provides team leadership, management and supervision to ensure program quality, as well as resident safety, housing retention, and individual development; supervises staff; coordinates and leads partner efforts.
Case Manager III	2.00	Carries resident caseload, supporting clients in their efforts to retain housing and to achieve short-and long-term personal goals; links residents to clinical, vocational and other needed resources to help them achieve improved personal health and life quality; develops and leads community-building client activities to set and maintain a safe, pleasant and secure more environment for residents.
Housing Services Director	7.31	Provides overall leadership, administration and supervision to ECS's ten supportive housing sites; develops proposals, negotiates and manages contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
Direct Support for Housing Srvc Director	7.69	provides direction and support in crisis or other problematic situations; links individual sites to broader Housing program efforts.
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Admin Assistance	7.69	contracts, and reports contractual outcomes and activities to funders; develops strategic and practical relationships with community partners;
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Manager-Outcomes & Evaluation	0.02	
Director of Healthy Aging	0.02	overall program direction and operations of CKSC as well as leadership for seniors aging in place throughout all of our programs, with a focus on senior engagement, safety, health and independence
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Rental of Property	\$	- The lease is written for 71 units
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Staff Training	\$	- training and recruitment expenses
Printing and Reproduction(SS)	\$	- leased copier
Property management personnel (PM)	\$	- Coverage 24/7 for residents of the Mentone; includes holidays/overtime coverage
Benefits (PM)	\$	- 32% based from personnel from above
Program Supplies and Services(SS)	\$	- Includes bus passes, program materials and snacks for resident activities,
Food Supplies(SS)	\$	- Using the SF Food Bank, the food items will supplement resident's own arrangements Food and food supplies
Management Fees(PM)	\$	- Property management (71 Units) @ \$ 54.00 PUPM, and bookkeeping fees \$ 9.50 PUPM
Legal Fees, permits/Licenses(PM)	\$	- property management legal expenses and credit report
Professional Services/Computer Charges(PM)	\$	- Replace current Access-based housing data collection system with decentralized we-based data entry system to improve accuracy and efficiency including reduction in adm
Insurance	\$	- liability and umbrella agency insurance prorated
Indirect Cost	12.0%	Federally approved indirect rate for Episcopal Community Services

Appendix C, Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.

- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSH within 15 days after the month of service to SFHSH's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at:
<https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSH via paper or email only upon special permission by their assigned Contract Manager.

- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at:
http://www.paymode.com/city_countyofsanfrancisco

- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.

- A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
- B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
- C. Grantee shall notify the Department of Homelessness and Supportive Housing (HSH) Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.

- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.

- A. The invoice supplied shall include the total dollar amount claimed for the month.
- B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant, unless otherwise approved in writing per HSH Invoicing and Contract Modification policy.
- C. The invoice shall show by line item:
 - 1. Budgeted amount (per approved grant budget or modification)
 - 2. Expenses for invoice period
 - 3. Expenses year-to-date
 - 4. % of budget expended
 - 5. Remaining balance

6. Adjustments, including advance payment recovery
7. Program income when specified in the grant agreement.

- D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
- E. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
 - For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
 - Indirect costs shall not be applied to non-reoccurring expenses.
 - All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
 - If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal n/a CFDA or other Identification #:

1. _____
2. _____
3. _____
4. _____

- VI. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSH, it will be submitted with the final report.
- VII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or

1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

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

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

VIII. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D – Interests In Other City Grants

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

CITY DEPARTMENT OR COMMISSION	Date of Grant	Amount of Grant
DHSH - Shelters - Next Door	7/1/14 - 6/30/19	18,075,345
DHSH - Shelters - Sanctuary	7/1/14 - 6/30/19	14,896,295
DHSH - Shelters - Emergency Solution Grant	7/1/18 - 6/30/19	81,116
DHSH - Shelters - Winter InterFaith	11/1/14 - 6/30/19	992,847
DHSH - Housing - Canon Barcus	7/1/14 - 6/30/20	2,798,246
DHSH - Housing - Bishop Swing	7/1/14 - 6/30/20	3,979,857
DHSH - Housing - Canon Kip Community House	7/1/14 - 6/30/20	1,528,390
DHSH - Housing - The Rose Hotel	7/1/14 - 6/30/20	353,650
DHSH - Housing - 1180 4th Street Housing	7/1/14 - 6/30/20	2,353,457
DHSH - Housing - CNC - Henry Hotel	9/1/15 - 6/30/24	17,677,807
DHSH - Housing - CNC - Auburn	7/1/17 - 6/30/19	2,269,992
DHSH - Housing - Rental Subsidies	3/1/16 - 6/30/19	969,094
DHSH - Coordinated Entry	7/1/18 - 6/30/19	5,406,289
DAAS - Senior Services - Case Management	7/1/18 - 6/30/21	869,868
DAAS - Senior Services - Community Services	7/1/18 - 6/30/20	499,890
DAAS - Congregate Meals/Seniors	7/1/17 - 6/30/20	593,253
DAAS - Congregate Meals/Adults with Disabilities	7/1/17 - 6/30/20	81,773
MOHCD - CHEFS - OEWD - CDBG	7/1/18 - 6/30/19	100,000
MOHCD - Adult Education Center - CDBG	7/1/18 - 6/30/19	70,000
MOHCD - Administration/NonProfit Resiliency Fund - General	6/1/18 - 6/30/19	20,000
DHSH - Housing - Canon Kip/SHP	1/2/15-1/1/21	516,654
DHSH - Housing - The Rose/SHP	1/2/15-1/1/21	883,074
DHSH - Housing - Minna Lee	4/1/18 - 6/30/23	1,804,616
DHSH - Shelters - Navigation Center Mission Street	3/16/15 - 9/30/18	7,992,725
DHSH - Shelters - Navigation Center 5 th & Bryant	5/1/18 - 6/30/20	6,885,083
DHSH - Shelters - Navigation Center Central Waterfront	5/1/17-4/30/20	7,467,948
DHSH - Shelters - Navigation Center 5 Keys Consulting	6/1/18 - 6/30/19	118,502
HSA - Employment Services	2/1/18 - 6/30/21	1,367,400
DPH - Behavioral Health Services - SF START	7/1/18 - 6/30/19	1,130,200

Appendix E, Permitted Subcontractors

Subcontractor(s) Names
John Stewart Company

Appendix G, Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is

satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

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

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

EPISCOPAL COMMUNITY SERVICES

THIS GRANT AGREEMENT (this "Agreement") is made this first day of July 2014, in the City and County of San Francisco, State of California, by and between **Episcopal Community Services, 165 Eighth Street, 3rd Floor, San Francisco, CA 94103** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) , for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined) and summarized briefly as follows:

to provide housing and support services at the Master Lease Hotels: Alder, Crosby on O'Farrell, Elm, Hillsdale, Mentone ; and

WHEREAS, the Grant is funded with Federal dollars, CFDA # 10.561; and

WHEREAS, approval for said Agreement was obtained when the Civil Service Commission approved Grant Number 2004-08/09 on June 16, 2014; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

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

**ARTICLE 1
DEFINITIONS**

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

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

(b) "Agency" shall mean Human Services Agency.

(c) **"Application Documents"** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) **"Budget"** shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) **"Charter"** shall mean the Charter of City.

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

(g) **"Eligible Expenses"** shall have the meaning set forth in Appendix A

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

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

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

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

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

(m) **"Grant Plan"** shall have the meaning set forth in Appendices A and B

(n) **"HRC"** shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean **"CMD"** or the Contract Monitoring Division of the City.

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

(p) **"Losses"** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

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

(r) **"Contractor"** shall mean "Grantee" as certain City Contracting requirements also apply to Grants of the City of San Francisco.

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

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

ARTICLE 2

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

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

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

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

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

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 Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **July 1, 2014** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on) **June 30, 2018**.

Grant term can be extended at the sole discretion of the Department for an additional **two** years, subject to the performance of the contractor and the availability of funding.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

4.4 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of

demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

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

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

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

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

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

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-One Million, Five Hundred Ten Thousand, Three Hundred Sixty-Four Dollars (\$21,510,364) for the period from July 1, 2014 to June 30, 2018, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, One Hundred Fifty-One Thousand, Thirty-Six Dollars (\$2,151,036) for the period from July 1, 2017 to June 30, 2018, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Three Million, Six Hundred Sixty-One Thousand, Four Hundred Dollars (\$23,661,400) for the period from July 1, 2014 to June 30, 2018.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available 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, Appendix B and defined as eligible expenses in OMB Circular A-122, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, 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 Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency 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 Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by ACH payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 Disallowance and Single Audit Requirements: 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 the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other Agreement. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement. **Single Audit Requirements:** Grantees that expend \$500,000 or more in a year from any and all Federal awards shall have a single audit conducted in accordance with OMB Circular A-133. Grantees that expend less than \$500,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office.

ARTICLE 6

REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

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

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

6.4 Financial Statements. Within one hundred twenty (120) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, and in compliance with OMB Circular A-133, as applicable.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and

other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, and its Federal and State funders, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A grantee, subgrantee or consultant will be deemed to have submitted a false claim to the City if the grantee, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

6.9 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

ARTICLE 7 TAXES

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

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

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

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

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

7.3. Earned Income Credit (EIC) Forms. Reserved

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact

or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

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

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

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify protect, defend and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Grantee or loss of or damage to property, arising directly or indirectly from Grantee's performance of this Agreement, including, but not limited to, Grantee's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Grantee, its subcontractors or either's agent or employee. Grantee shall also hold the City's funders harmless for the same. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Grantee's obligation to indemnify City, Grantee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Grantee by City and continues at all times thereafter. Grantee shall indemnify and hold City harmless from all loss and

liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement. Grantee shall also indemnify, defend, and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of personally identifying information, personal health information, electronic records, or related topics, arising directly or indirectly from Grantee's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

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

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

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON GRANT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

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

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations and

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

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

(a) Name as additional insured City and its officers, agents and employees.

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

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

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

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

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

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

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

10.9 Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

10.10 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

(c) **Failure to Protect Private Information.** Grantee discloses information it is required to protect under Section 12.1.

(d) **Failure to Comply with Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 16.

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

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

(g) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or

reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

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

11.2 Termination for Convenience

a. City and Grantee shall have the option to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee 30 day written notice of termination. Grantee shall exercise this option by giving to the City no less than 120 day written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City and to minimize the liability of Grantee and City to third parties as a result of termination, including working with City to transition the services to another Grantee. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subgrants for materials, services, equipment or other items.

(3) Terminating all existing orders and subgrants.

(4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subgrants terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subgrants.

(6) Completing performance of any services or work, including transition activities that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

c. Within 45 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Grantee's direct costs for services or other work. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.

(2) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(3) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Grantee or any of its subgrantees after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated revenues on this Agreement, post-termination employee salaries, vacation pay, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; (2) any claim which City may have against Grantee in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

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

b. **Protected Social Service and Personal Health Information.** Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractor shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that

grants, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking grants, shall be open to inspection immediately after a grant has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within one hundred twenty (120) days after the end of Grantee's fiscal year end provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBGRANTING

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

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

13.3 Subgranting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subgrant on the terms set forth in this Section. If Appendix E 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 subgrant or delegate the whole of the Grant Plan. Grantee may subgrant with any of the permitted subgrantees set forth on Appendix E 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 subgranted 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 Subgrant.** Each subgrant 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 subgrant shall incorporate all of the terms of this Agreement, insofar as they apply to the subgranted portion of the Grant Plan. Without limiting the scope of the foregoing, each subgrant 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 subgrant permitted hereunder.

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

ARTICLE 14 INDEPENDENT GRANTEE STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City:	Human Services Agency Office of Grant Management P.O. Box 7988 San Francisco, CA 94120-7988 Facsimile No. 415-557-5679
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If to Grantee:	Episcopal Community Services 165 Eighth Street, 3rd Floor San Francisco, CA 94103 Attn: Ken Reggio kreggio@ecs-sf.org
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15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16
COMPLIANCE

16.1 Local Business Enterprise Utilization; Liquidated Damages. Reserved.

16.2 Nondiscrimination; Penalties.

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

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all

subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

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

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

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

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

assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs require that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

- Procedures for informing clients of their civil rights under Chapter 21-100;
- Policies and procedures for handling complaints filed with or against a Grantee;
- Policies and procedures that ensure Grantees accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Grantees provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Grantee staff are adequately trained in the requirements of Chapter 21 under California Department of Social Services standards.

16.8. Requiring Minimum Compensation for Covered Employees

a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the then-current requirements. Any subgrant entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.

c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee

f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the grant, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.

16.9. Requiring Health Benefits for Covered Employees

Grantee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Grantee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Grantee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Grantee is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Grantee's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Grantee if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Grantee fails to cure such

breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subgrant entered into by Grantee shall require the Subgrantee to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Grantee shall notify City's Office of Grant Administration when it enters into such a Subgrant and shall certify to the Office of Grant Administration that it has notified the Subgrantee of the obligations under the HCAO and has imposed the requirements of the HCAO on Subgrantee through the Subgrant. Each Grantee shall be responsible for its Subgrantees' compliance with this Chapter. If a Subgrantee fails to comply, the City may pursue the remedies set forth in this Section against Grantee based on the Subgrantee's failure to comply, provided that City has first provided Grantee with notice and an opportunity to obtain a cure of the violation.

e. Grantee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Grantee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Grantee shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Grant.

h. Grantee shall keep itself informed of the current requirements of the HCAO.

i. Grantee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subgrantees and Subtenants, as applicable.

j. Grantee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Grantee shall allow City to inspect Grantee's job sites and have access to Grantee's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Grantee to ascertain its compliance with HCAO. Grantee agrees to cooperate with City when it conducts such audits.

m. If Grantee is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Grantee later enters into an agreement or agreements that cause Grantee's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Grantee and the City to be equal to or greater than \$75,000 in the fiscal year.

16.10 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who grants with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City

elective office if the grant must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the grant until the later of either the termination of negotiations for such grant or six months after the date the grant is approved. Grantee acknowledges that the foregoing restriction applies only if the grant or a combination or series of grants approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the grant; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or grant; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16.11 First Source Hiring Program.

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any grant or property grant with the City, not exempted by the FSHA, the Grantee shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the grant or property grant. Grantees shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems; be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy grants.

c. Hiring Decisions. Grantee shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Grantee agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;

(3) That the grantee's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the grantee to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the grantee from the first source hiring process, as determined by the FSHA during its first investigation of a grantee, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the grantee's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a grantee to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the grantee's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a grantee to comply with its first source referral contractual obligations.

(6) That the failure of grantees to comply with this Chapter, except property grantees, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subgrants.** Any subgrant entered into by Grantee shall require the subgrantee to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.12 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference.

Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.14 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power

over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions. [Applies to contracts/agreements executed or amended in any manner on or after August 13, 2014.]

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

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

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

16.17. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Grantee to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

16.18 Food Service Waste Reduction Requirements. Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.19 Slavery Era Disclosure. Reserved

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

16.21. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subgrantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

16.22 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) 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 the Grantee
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or sub-awards under the award.

ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

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

- Appendix A, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees
- Appendix F Additional Federal Funding Requirements

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

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

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

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

Section 6.4	Financial Statements.	Section 6.6	Inspection and Audit.
Section 6.5	Books and Records.		

Section 6.7	Submitting False Claims; Monetary Penalties	Article 12	Disclosure of Information and Documents
Section 6.8	Ownership of Results.	Section 13.4	Grantee Retains Responsibility.
Article 7	Taxes	Section 14.3	Consequences of Recharacterization.
Article 9	Indemnification and General Liability	This Article 17	Miscellaneous
Section 10.4	Required Post-Expiration Coverage.		

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

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

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

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

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or

rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

- 17.14 Services During a City-Declared Emergency.** In case of an emergency that affects the San Francisco Bay Area, Grantee will make a good faith effort to continue to provide services to the Department's clients on a priority basis. Contactor shall provide fair prices for services that may not be covered under the awarded grant but are necessary as a direct result of the City-declared emergency. Grantee will document the expenses incurred and submit a prompt request for payment to the Department.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

HUMAN SERVICES AGENCY

By: 

Trent Rhorer
Executive Director
Human Services Agency

1/6/14

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Adrienne Tong
Deputy City Attorney

12/22/14

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

EPISCOPAL COMMUNITY SERVICES

By: 

Ken Reggio
Executive Director
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
415-487-3300

Federal Tax ID #: 94-3096716
City Vendor Number: 07244

**Appendix A – Services to be Provided
Episcopal Community Services (ECS)
Single Adult Housing First Program
FY 13/14 through 17/18**

I. Purpose of Contract

The purpose of this grant is to lease and provide property management at residential units in private residential Single Room Occupancy (SRO) buildings to provide housing and support services for formerly homeless individuals who are CAAP clients at the time of referral by the Human Services Agency (HSA).

The goals of these services are to empower tenants to become self-sufficient and retain their housing or move to other appropriate housing, promote community building and tenant participation, and maintain a safe, supportive and stable environment that fosters independence.

II. Definitions

Adult	An individual or married/domestic partnership couple 18 years old or older without custody of minors below 18 years of age
CAAP	County Adult Assistance Programs including: General Assistance (GA), Personally Assisted Employment Services (PAES), Social Security Income Pending (SSIP), County Assistance Linked to Medi-Cal (CALM)
DBI	Department of Building Inspection
DPH	Department of Public Health
Grantee	Episcopal Community Services
Sub-Contractors	John Stewart Co.
HSA	Human Service Agency City and County of San Francisco
LOSP	Local Operating Subsidy Program
MPP	Modified Payment Program
Referral Process	HSA established process for outreach, identification, referral and placement of a potential tenant to the specific housing covered by this grant
SRO	Single Room Occupancy Hotel
Tenant	Any individual who is a legal resident in the building and units covered by this grant

III. Definition of Support Services

The Grantee will publicize and invite tenants to access services as needed. Grantee shall provide services based on tenant requests and as required by the contract. Tenants are not required to participate in support services. Support services include but are not limited to:

- A. Outreach. Staff efforts to contact, interact, inform and invite tenants to make use of support services to assist with and address individual needs or issues. These efforts shall include written messages, in person interactions, phone messages and calls, and emails as available and appropriate to reach the individual tenant.
- B. Intake and Assessment. Provide one or more meetings or interviews with a tenant to establish strengths, skills, needs, plans and goals that are useful to the tenant and shall help the tenant maintain housing.
- C. Case Management. Provide on-going meetings and counseling services with a tenant to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
- D. Benefits Advocacy and Assistance. Provide assistance and referral to support a tenant to obtain or maintain benefits and solve problems related to county, state and federal benefits programs. This can also include assistance in identifying, applying for and establishing appointments with available services such as food programs, medical clinics and in-home support.
- E. Referrals. Assist clients to identify and access services available within the community that meet specific needs or support progress toward identified goals. This can include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with clients regarding the process, and, as necessary, re-referral.
- F. Mediation with Property Management. Provide assistance in communicating with, responding to and meeting with property management. This can include helping a client understand the meaning of messages/letters/warnings from property management, assisting a tenant to write requests, responses or complaints, and participating in meetings between the tenant and property management to assist the tenant in communicating with property management.

- G. Conflict Resolution. Offer to meet with two or more tenants to assist in problem solving and resolution of conflicts.
- H. Support Groups, Social Events and Organized Tenant Activities. Provide clients with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other tenants/staff, or to celebrate/commemorate significant individual, holiday and community events. These events are held on-site and are often planned with or based on the input from tenants. These items shall be held at least once a week and a monthly calendar of events shall be posted and provided to tenants.
- I. Wellness Checks. Using passive observation of the tenant population and coordinating with property management to identify clients who have not been seen or have shown signs of concern to staff on at least a weekly basis. Outreach efforts are used to make contact and check in with these tenants.
- J. Tenant Feedback and Complaint/Grievance Policies and Procedures. A written mechanism for accepting and responding to tenant complaints and concerns.
- K. Monthly Community Meetings. Meetings conducted by staff for tenants.
- A. Grantee will offer a **Modified Payment Program (MPP)** money management/rep payee services (through a HSA designated and funded MPP provider) to ensure timely payment of rent, timely distribution of the non-rent portion of each tenant's warrant, and the prevention of loss of housing due to non-payment of rent.

If resident's transition to SSI or SSA, Grantee shall calculate resident's pro-rated rent or tenant rent portion based on HSA guidelines. If Grantee is tenant's representative payee or tenant is enrolled in money management, Grantee will collect the rent and issue disbursements according to an agreed upon money management plan. If Grantee is not representative payee, it will collect rent payments from tenant on a timely basis.

IV. Target Population

The Grantee will serve formerly homeless single adults and adult couples (without custody of minor children) who meet HSA-established eligibility requirements and are referred by the HSA Housing & Homeless access point system.

Eligibility criteria include meeting a definition of homelessness at the time of referral and placement, specifically established benefits and/or income criteria and ability to live independently within the structure of the housing program. All new clients placed will be referred by the Human Services Agency via the Housing Access Team. Only individuals who are CAAP recipients at the time of acceptance into housing may be placed into a vacancy.

V. Description of Services

Grantee shall provide the following services during the term of this contract:

The Grantee will lease the following SROs (Single Room Occupancy – SRO hotels) for the purpose of placing CAAP recipients into permanent housing and providing support services to help them remain housed.

Alder Hotel	175	6th St.	116	Units
Crosby on O'Farrell Hotel	516	O'Farrell St.	124	Units
Elm Hotel	364	Eddy St.	80	Units
Hillsdale Hotel	51	6th St.	75	Units
Mentone Hotel	387	Ellis St.	68	Units
	Total	Units	463	Units

All new clients placed will be referred by the HSA Housing and Homeless Division, via the access point agency system established to focus on the appropriate target population for this building designed to assist with a smooth transition from homelessness to placement in permanent supportive housing.

Support services staff will contact every tenant at least three times during the first 60 days following placement in housing to engage the tenant in services.

Support services staff will offer onsite services and/or referrals to all tenants who display indications of housing instability. This includes but is not limited to discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or tenants.

The Grantee will conduct an annual Tenant Satisfaction Survey that will be publicized and offered to all tenants.

The Grantee will report critical incidents to HSA using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.

The Grantee will attend all meetings as required by HSA.

SFFD. HSA and the Grantee shall notify the other party within 24 hours of any change in the hotel status upon notification of the inspecting agency.

E. Unit rent is a minimum of **\$503.00** per month for each available unit. CAAP recipients are responsible for a tenant rent portion of between \$278 and \$318 per month (depending upon the type of benefits each is receiving). The HSA contract budget covers the HSA approved expenses not covered by rental payments of tenants up to the total approved grant amount. Future tenant rent increases, no more than one a year, must be approved in advance of notice to tenants by the HSA program monitor for this contract. The tenant's portion of the rent while active on CAAP benefits is determined by HSA and does not require the same 30-day notice if it changes.

VI. Location and Time of Services

Housing and services will be provided at the Hotels listed above.

Housing and property management services will be available 24 hours a day, seven days a week. Support services staff will be available during regular work and scheduled evening hours, excluding legal holidays as determined by the Grantee's personnel policies.

VII. Service and Outcome Objectives

See the Permanent Supportive Housing Reporting table on page 7 for details on monthly, quarterly, and annual objectives. This grant will report service and outcome objectives based on Tier 3.

Property Management

- A. Grantee will ensure that each unit, upon turnover, is clean and/or repaired within seven (7) working days, on average.
- B. Grantee will report vacancies to the Housing Access Team (HAT) and process all HAT referrals in the timeframe required by HAT. Grantee will fill all vacant rooms within seven (7) days of referral from HAT.
- C. Grantee will maintain an occupancy rate of at least 97%.

VIII. Reporting Requirements

See the Permanent Supportive Housing Reporting table on page 7 for details on monthly, quarterly, and annual reports. This grant will report service and outcome objectives based on Tier 3.

The Grantee will enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month at the end of each month, quarter, and fiscal year as required by the Permanent Supportive Housing Reporting table.

The Grantee will provide monthly occupancy and placement reports.

Data regarding tenant demographics will be reported annually, in a template provided by HSA.

The Grantee will provide Ad Hoc reports as required by the Department.

Christina Iwasaki, Sr. Contracts Manager, Office of Contract
Management Christina.Iwasaki@sfgov.org

or

Ylonda Calloway ZB36, Supportive Housing Program Manager,
Housing and Homeless Division Ylonda.Calloway@sfgov.org

IX. Monitoring Activities

Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring:

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

Permanent Supportive Housing Reporting

PSH Reporting	Tier I	Tier II	Tier III	Tier IV	Tier V
Monthly	Occupancy	Occupancy	Occupancy	Occupancy	Occupancy
		New Placements	New Placements	New Placements	New Placements
Quarterly	Number of Intakes - New Tenants	Number of Intakes - New Tenants	Number of Intakes and Assessments - New Tenants	Number of Intakes and Assessments - New Tenants	Number of Intakes and Assessments - New Tenants
	Outreach to Households Showing Instability	Outreach to Households Showing Instability	Outreach to Households Showing Instability	Outreach to Households Showing Instability	Outreach to Households Showing Instability
	Number of Group or Community Activities	Number of Group or Community Activities	Number of Group or Community Activities	Number of Group or Community Activities	Number of Group or Community Activities
		Number of Outreach Efforts to New Tenants (3x in 60 days)	Number of Outreach Efforts to New Tenants (3x in 60 days)	Number of Outreach Efforts to New Tenants (3x in 60 days)	Number of Outreach Efforts to New Tenants (3x in 60 days)
			Number of New and Updated Goal Plans	Number of New and Updated Goal Plans	Number of New and Updated Goal Plans
			Number of Households that Received Direct Services and Number of Direct Service Contacts	Number of Households that Received Direct Services and Number of Direct Service Contacts	Number of Households that Received Direct Services and Number of Direct Service Contacts
Annually	Housing Stability	Housing Stability	Housing Stability	Housing Stability	Housing Stability
	Tenant Satisfaction Survey Results	Tenant Satisfaction Survey Results	Tenant Satisfaction Survey Results	Tenant Satisfaction Survey Results	Tenant Satisfaction Survey Results
		Program Exits	Program Exits	Program Exits	Program Exits
			Number of Households Showing Housing Instability that Remained Stably Housed	Number of Households Showing Housing Instability that Remained Stably Housed	Number of Households Showing Housing Instability that Remained Stably Housed

	A	B	C	D	E	F	G	H
1	Appendix B, Page							
2	Document Date: 10/20/2014							
3	HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM							
4								
5	Contractor's Name					Contract Term		
6	Episcopal Community Services of San Francisco					7/1/14-6/30/2018		
7	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>							
8	If modification, Effective Date of Mod. No. of Mod.							
9	Program: Housing first summary							
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/15-6/30/2016	7/1/16-6/30/2017	7/1/17-6/30/2018	7/1/14-6/30/2018		
11	Program Term	H.S.A Funding	H.S.A Funding	H.S.A Funding	H.S.A Funding	Total		
12	Expenditures							
13	Salaries & Benefits	\$1,188,973	\$1,188,973	\$1,188,973	\$1,188,973	\$4,755,892		
14	Operating Expense	\$5,702,164	\$5,605,319	\$5,508,474	\$5,411,629	\$22,227,587		
15	Subtotal	\$6,891,137	\$6,794,292	\$6,697,447	\$6,600,602	\$26,983,479		
16	Indirect Percentage (%)	12%	12%	12%	12%	12%		
17	Indirect Cost (Line 16 X Line 17)	\$826,939	\$816,178	\$805,417	\$794,656	\$3,243,189		
18	Capital Expenditure							
19								
20	Total Expenditures	\$7,718,076	\$7,610,470	\$7,502,864	\$7,395,258	\$30,226,668		
21	HSA Revenues							
22	HSA Revenue	\$5,457,143	\$5,351,127	\$5,245,111	\$5,139,096	\$21,192,477		
23	FY14/15 CODB	\$81,857	\$80,267	\$78,677	\$77,086	\$317,887		
24								
25								
26								
27								
28								
29								
30								
31	TOTAL HSA REVENUES for 5 years	\$5,539,000	\$5,431,394	\$5,323,788	\$5,216,182	\$21,510,364		
32	Other Revenues							
33	Tenant Rent CAAP	\$909,852	\$909,852	\$909,852	\$909,852	\$3,639,408		
34	Tenant Rent NON -CAAP	\$1,269,224	\$1,269,224	\$1,269,224	\$1,269,224	\$5,076,896		
35								
36	Total Other Revenues							
37								
38	Grand Total Revenues	\$7,718,076	\$7,610,470	\$7,502,864	\$7,395,258	\$30,226,668		
39								
40								
41								
42								
43								
44								
45	Prepared by: Lisa Liu					Date: 4/20/2012		
46	HSA-CO Review Signature: _____							
47	HSA #1					#REF!		

	A	B	C	D	E
1	<div style="text-align: right;">Appendix B, Page</div> <div style="text-align: right;">Document Date: 10/21/2014</div> <div style="text-align: center;">HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM</div>				
2					
3					
4					
5	Contractor's Name			Contract Term	
6	Episcopal Community Services of San Francisco			7/1/14-6/30/2015	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.		No. of Mod.		
9	Program: Alder				
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/14-6/30/2015		7/1/14-6/30/2015
11	Program Term	H.S.A Funding	Other Revenue		Total
12	Expenditures				
13	Salaries & Benefits	\$267,157	\$0		\$267,157
14	Operating Expense	\$1,253,873	\$0		\$1,253,873
15	Subtotal	\$1,521,031	\$0		\$1,521,031
16	Indirect Percentage (%)	12%	12%		\$0
17	Indirect Cost (Line 16 X Line 17)	\$182,525	\$0		\$182,525
18	Capital Expenditure	\$0			\$0
19	Total Expenditures	\$1,703,555	\$0		\$1,703,555
20	HSA Revenues				
21	General Fund FY15	\$1,200,391			\$1,200,391
22	Move from Crosby	\$12,176			
23	CODB 1.5%	\$18,188			
24	Move to Crosby	(\$880)			
25					
26					
27					
28					
29	TOTAL HSA REVENUES FY15	\$1,229,875			\$1,229,875
30	Other Revenues				
31	Tenant Rent CAAP	\$281,963			\$281,963
32	Tenant Rent NON -CAAP	\$191,717			\$191,717
33					
34	Total Other Revenues		\$0		\$0
35					
36	Grand Total Revenues	\$1,703,555	\$0		\$1,703,555
37					
38					
39					
40					
41					
42					
43	Prepared by: Lisa Liu			Date: 10/21/2014	
44	HSA-CO Review Signature: _____				
45	HSA #1				11/15/2007

	A	B	C	D	E	F	G	H	I
1									
2									
3									
4	Program Name: Alder								
5	(Same as Line 9 on HSA #1)								
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Salaries & Benefits Detail									
POSITION TITLE	Agency Totals		For HSA Program		H.S.A Funding	Other Revenue		Other Revenue	
	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	For DHS Program	For DHS Program	For DHS Program	For DHS Program	TOTAL
					Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	7/1/14-6/30/2015
Olivencia, Loretta- Support Services Mgr	\$60,140	50%	100%	50%	\$29,469				\$29,469
Crane, Julius-Assl. Support Srvc Mgr	\$51,297	100%	100%	100%	\$50,271				\$50,271
Ayesigye, Annet-Case Manager III	\$41,417	100%	100%	100%	\$40,589				\$40,589
Elde, Michael-Case Manager III	\$44,739	100%	100%	100%	\$43,844				\$43,844
Ecker, Scott Housing Srvc Director	\$83,850	100%	10%	10%	\$8,217				\$8,217
Pocock, Liz-Director/Hsg Dev & Asset Mgmt	\$96,550	100%	2%	2%	\$1,892				\$1,892
Gleason, Oliver-Admin Ass/Compliance	\$41,500	100%	10%	10%	\$4,067				\$4,067
Nguyen, Khanh-Admin Assi/Web based data entry	\$42,588	100%	8%	8%	\$3,339				\$3,339
Rappaport, Marc-Clinical Services Mgr	\$65,500	100%	8%	8%	\$5,135				\$5,135
									\$0
									\$0
TOTALS		8.50	4.38	3.88	186,823		\$0	\$0	\$186,823
FRINGE BENEFIT RATE	43.0%								
EMPLOYEE FRINGE BENEFITS					\$80,334		\$0	\$0	\$80,334
TOTAL SALARIES & BENEFITS	\$0				\$267,157		\$0	\$0	\$267,157
HSA #2									11/15/2007

	A	B	C	D	E	F	G	H	I	J	L	M	N
1	Appendix B, Page												
2	Document Date: 10/21/2014												
3													
4	Program Name: Alder												
5	(Same as Line 9 on HSA #1)												
6													
7	Operating Expense Detail												
8													
9													
10					Supportive			Property					
11					Services			Management					
12					H.S.A Funding			H.S.A Funding					
13	Expenditure Category			TERM	7/1/14-6/30/2015			7/1/14-6/30/2015			7/1/14-6/30/2015	\$	-
14	Rental of Property				\$496,297							\$	496,297
15	Utilities(Elec, Water, Gas, Phone, Scavenger)				\$7,800			\$111,195				\$	118,995
16	Office Supplies, Postage				\$14,500			\$7,800				\$	22,300
17	Payroll Processing Fee							\$1,440				\$	1,440
18	Building Maintenance Supplies and Repair							\$67,726				\$	67,726
19	Printing and Reproduction				\$3,300							\$	3,300
20	Insurance				\$7,800							\$	7,800
21	Staff Training/Recruitment				\$1,500			\$720				\$	2,220
22	Staff Travel-(Local & Out of Town)											\$	-
23	Rental of Equipment											\$	-
24	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE											\$	-
25	Property Management Personnel: (JSCo)											\$	-
26	Manager (FTE 1.00)							\$55,189				\$	55,189
27	Front Desk Staff (FTE 6.00)							\$135,948				\$	135,948
28	Maintenance Supervisor (FTE 1.00)							\$40,428				\$	40,428
29	Janitors (FTE 2.00)							\$57,444				\$	57,444
30	Benefits:							\$117,828				\$	117,828
31	Total Salaries &Benefits:							\$406,837				\$	0
32													
33	OTHER												
34													
35	Program Supplies and Services				\$7,600							\$	7,600
36	Food Supplies				\$10,154							\$	10,154
37	Management Fees							\$78,648				\$	78,648
38	Legal fees,permits/licenses							\$28,056				\$	28,056
39	Professional Services/Computer Charges				\$1,000			\$1,500				\$	2,500
40												\$	-
41	TOTAL OPERATING EXPENSE				\$549,951			\$703,922			\$0	\$	\$1,253,873
42													
43	HSA #3												11/15/2007

	A	B	C	D	E
1	Appendix B, Page Document Date: 10/21/2014 HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM				
2					
3					
4					
5	Contractor's Name			Contract Term	
6	Episcopal Community Services of San Francisco			7/1/14-6/30/2015	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification _____				
8	If modification, Effective Date of Mod. _____ No. of Mod. _____				
9	Program: Crosby				
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/14-6/30/2015		7/1/14-6/30/2015
11	Program Term	H.S.A funding	Other Revenue		Total
12	Expenditures				
13	Salaries & Benefits	\$295,484	\$0		\$295,484
14	Operating Expense	\$1,430,137	\$0		\$1,430,137
15	Subtotal	\$1,725,621	\$0		\$1,725,621
16	Indirect Percentage (%)	12%	12%		\$0
17	Indirect Cost (Line 16 X Line 17)	\$207,075	\$0		\$207,075
18	Capital Expenditure	\$0			\$0
19	Total Expenditures	\$1,932,696	\$0		\$1,932,696
20	HSA Revenues				
21	General Fund FY15	\$1,317,187			\$1,317,187
22	Move to Alder	(\$12,176)			
23	Move to Hillsdale	(\$9,161)			
24	CODB 1.5%	\$19,438			
25	Move from Alder	\$880			
26					
27					
28	TOTAL HSA REVENUES FY15	\$1,316,168			\$1,316,168
29	Other Revenues				
30	Tenant Rent CAAP	\$215,428			\$215,428
31	Tenant Rent NON -CAAP	\$401,100			\$401,100
32					
33	Total Other Revenues		\$0		\$0
34					
35	Grant Total Revenues	\$1,932,696	\$0		\$1,932,696
36					
37					
38					
39					
41	Prepared by: Lisa Liu			Date: 10/21/2014	
42	HSA-CO Review Signature: _____				
43	HSA #1				11/15/2007

	A	B	C	D	E	F	G	H	I
1									
2									
3									
4	Program Name: Crosby								
5	(Same as Line 9 on HSA #1)								
6									
7	Salaries & Benefits Detail								
8									
9									
10									
11		Agency Totals		For HSA Program		For DHS Program	Other Revenue	Other Revenue	
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	TOTAL
12	POSITION TITLE								7/1/14-6/30/2015
13	Roozen, Dennis-Support Services Manager	\$70,182	100%	50%	50%	\$34,389			\$34,389
14	Swenson, Phil-Asst. Support Srvs Mgr	\$51,216	100%	100%	100%	\$50,191			\$50,191
15	Hunter, Chelsea-Case Mgr II	\$37,192	100%	50%	50%	\$18,224			\$18,224
16	Andrews, Demetris-Case Manager III	\$41,417	100%	100%	100%	\$40,589			\$40,589
17	Tam, Jason-Case Manager III	\$41,417	100%	100%	100%	\$40,589			\$40,589
18	Ecker, Scott Housing Srvs Director	\$83,850	100%	10%	10%	\$8,217			\$8,217
19	Pocock, Liz-Director/Hsg Dev & Asset Mgmt	\$96,550	100%	2%	2%	\$1,892			\$1,892
20	Gleason, Oliver-Admin Ass/Compliance	\$41,500	100%	10%	10%	\$4,067			\$4,067
21	Nguyen, Khanh-Admin Assi/Web based data entry	\$42,588	100%	8%	8%	\$3,339			\$3,339
22	Rappaport, Marc-Clinical Services Mgr	\$65,500	100%	8%	8%	\$5,135			\$5,135
23									\$0
24									\$0
25									\$0
26	TOTALS		10.00	4.38	4.38	206,632	\$0	\$0	\$206,632
27									
28	FRINGE BENEFIT RATE	43%							
29	EMPLOYEE FRINGE BENEFITS					\$88,852	\$0	\$0	\$88,852
30									
31									
32	TOTAL SALARIES & BENEFITS	\$0				\$295,484	\$0	\$0	\$295,484
33	HSA #2								11/15/2007

	A	B	C	D	E	F	G	H	I	J	K	L	M
1										Appendix B, Page			
2										Document Date: 10/21/2014			
3													
4	Program Name: Crosby												
5	(Same as Line 9 on HSA #1)												
6													
7													
8													
9													
10													
11													
12	Expenditure Category			TERM	7/1/14-6/30/2015			7/1/14-6/30/2015		7/1/14-6/30/2015			
13	Rental of Property				\$615,060								\$ 615,060
14	Utilities(Elec, Water, Gas, Phone, Scavenger)				\$5,000			\$155,652					\$ 160,652
15	Office Supplies, Postage				\$14,371			\$6,852					\$ 21,223
16	Payroll Processing Fee							\$1,548					\$ 1,548
17	Building Maintenance Supplies and Repair							\$72,730					\$ 72,730
18	Printing and Materials Supplies				\$3,300								\$ 3,300
19	Insurance				\$8,210								\$ 8,210
20	Staff Training/Admin Expenses				\$2,320			\$1,320					\$ 3,640
21	Staff Travel-(Local & Out of Town)												\$ -
22	Rental of Equipment												\$ -
23	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE												
24													\$ -
25	Property Management Personnel: (JSCo)												\$ -
26	Manager (FTE 1.00)							\$57,630					\$ 57,630
27	Front Desk Staff (FTE 5.00)							\$138,024					\$ 138,024
28	Maintenance Supervisor (FTE 1.00)							\$38,544					\$ 38,544
29	Janitors (FTE 2.00)							\$53,580					\$ 53,580
30	Benefits:							\$124,644					\$ 124,644
31	Total Salaries &Benefits:							\$412,422					
32	OTHER												
33													
34	Program Supplies and Services				\$8,300								\$ 8,300
35	Food Supplies				\$7,200								\$ 7,200
36	Management Fees							\$84,072					\$ 84,072
37	Legal fees,permits/licenses							\$28,080					\$ 28,080
38	Professional Services/Computer Charges				\$1,000			\$2,700					\$ 3,700
39													\$ -
40	TOTAL OPERATING EXPENSE				\$664,761			\$765,376		\$0			\$1,430,137
41													
42	HSA #3												11/15/2007

	A	B	C	D	E
1	<div style="text-align: right;">Appendix B, Page</div> <div style="text-align: right;">Document Date: 10/21/2014</div> <div style="text-align: center;"> HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM </div>				
2					
3					
4					
5	Contractor's Name			Contract Term	
6	Episcopal Community Services of San Francisco			7/1/14-6/30/2015	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.		No. of Mod.		
9	Program: Elm				
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/14-6/30/2015		7/1/14-6/30/2015
11	Program Term	H.S.A. funding	Other Revenue		Total
12	Expenditures				
13	Salaries & Benefits	\$225,537	\$0		\$225,537
14	Operating Expense	\$1,023,114	\$0		\$1,023,114
15	Subtotal	\$1,248,651	\$0		\$1,248,651
16	Indirect Percentage (%)	12%	12%		\$0
17	Indirect Cost (Line 16 X Line 17)	\$149,838	\$0		\$149,838
18	Capital Expenditure	\$0			\$0
19	Total Expenditures	\$1,398,489	\$0		\$1,398,489
20	HSA Revenues				
21	General Fund FY15	\$1,087,976			\$1,087,976
22	Move to Mentone	(\$79,283)			
23	Move to Hillsdale	(\$10,264)			
24	CODB 1.5%	\$14,976			
25					
26					
27					
28	TOTAL HSA REVENUES FY15	\$1,013,405			\$1,013,405
29	Other Revenues				
30	Tenant Rent CAAP	\$146,036			\$146,036
31	Tenant Rent NON -CAAP	\$239,048			\$239,048
32					
33	Total Other Revenues		\$0		\$0
34					
35	Grand Total Revenues	\$1,398,489	\$0		\$1,398,489
36					
37					
38					
39					
40					
41					
42	Prepared by: Lisa Liu			Date: 10/21/2014	
43	HSA-CO Review Signature: _____				
44	HSA #1				11/15/2007

	A	B	C	D	E	F	G	H	I
1									
2									
3									
4	Program Name: Elm								
5	(Same as Line 9 on HSA #1)								
6									
7									
8									
9									
10									
11									
		Agency Totals		For HSA Program		H.S.A. funding	Other Revenue	Other Revenue	
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	For DHS Program	For DHS Program	For DHS Program	TOTAL
12	POSITION TITLE					Budgeted Salary	Budgeted Salary	Budgeted Salary	7/1/14-6/30/2015
13	Roozen, Dennis-Support Services Manager	\$70,182	100%	50%	50%	\$34,389			\$34,389
14	Jackson, Taurus-Asst. Support Svc Mgr	\$46,946	100%	100%	100%	\$46,007			\$46,007
15	Quant-Lumbl, Maria-Case Mgr III	\$37,191	100%	100%	100%	\$36,447			\$36,447
16	Hunter, Chelsea-Case Manager II	\$37,192	100%	50%	50%	\$18,224			\$18,224
17	Ecker, Scott Housing Svc Director	\$83,850	100%	10%	10%	\$8,217			\$8,217
18	Pocock, Liz-Director/Hsg Dev & Asset Mgmt	\$96,550	100%	2%	2%	\$1,892			\$1,892
19	Gleason, Oliver-Admin Ass/Compliance	\$41,500	100%	10%	10%	\$4,067			\$4,067
20	Nguyen, Khanh-Admin Assi/Web based data entry	\$42,588	100%	8%	8%	\$3,339			\$3,339
21	Rappaport, Marc-Clinical Services Mgr	\$65,500	100%	8%	8%	\$5,135			\$5,135
22									
23									\$0
24									\$0
25									\$0
26									\$0
27									\$0
28									\$0
29									\$0
30	TOTALS		9.00	3.38	3.38	157,718	\$0	\$0	\$157,718
31									
32	FRINGE BENEFIT RATE	43%							
33	EMPLOYEE FRINGE BENEFITS					\$67,819	\$0	\$0	\$67,819
34									
35									
36	TOTAL SALARIES & BENEFITS	\$0				\$225,537	\$0	\$0	\$225,537
37	HSA #2								11/15/2007

	A	B	C	D	E	F	G	H	I	J	K	L	M
1											Appendix B, Page		
2											Document Date: 10/21/2014		
3													
4	Program Name: Elm												
5	(Same as Line 9 on HSA #1)												
6													
7	Operating Expense Detail												
8													
9													
10					Supportive			Property		Other			
11					Services			Managemt		Operating Exp			
12					H.S.A. funding			H.S.A. funding		Other Revenue			TOTAL
13	Expenditure Category			TERM	7/1/14-6/30/2015			7/1/14-6/30/2015		7/1/14-6/30/2015			\$ -
14	Rental of Property				\$382,177								\$ 382,177
15	Utilities(Elec, Water, Gas, Phone, Furniture & Equ/Scavage				\$6,600			\$105,504					\$ 112,104
16	Office Supplies, Postage				\$9,371			\$5,424					\$ 14,795
17	Payroll Processing Fee							\$2,304					\$ 2,304
18	Building Maintenance Supplies and Repair							\$54,220					\$ 54,220
19	Printing and Reproduction				\$2,200								\$ 2,200
20	Insurance				\$5,500								\$ 5,500
21	Staff Training/Adm Expenses				\$3,400			\$780					\$ 4,180
22	Staff Travel-(Local & Out of Town)												\$ -
23	Rental of Equipment												\$ -
24	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE												\$ -
25	Property Management Personnel: (JSCo)												\$ -
26	Manager/ Assistant Mgr(FTE 1.00)							\$51,422					\$ 51,422
27	Front Desk Staff (FTE 6.00)							\$127,572					\$ 127,572
28	Maintenance Supervisor (FTE 1.00)							\$35,688					\$ 35,688
29	Janitors (FTE 1.50)							\$32,892					\$ 32,892
30	Benefits:							\$101,124					\$ 101,124
31	Total Salaries &Benefits:							\$348,698					\$ -
32													\$ -
33	OTHER												
34													
35	Program Supplies and Services				\$6,800								\$ 6,800
36	Food Supplies				\$6,900								\$ 6,900
37	Management Fees							\$54,240					\$ 54,240
38	Legal fees,permits/licenses							\$25,596					\$ 25,596
39	Professional Services/Computer Charges				\$1,000			\$2,400					\$ 3,400
40													\$ -
41	TOTAL OPERATING EXPENSE				\$423,948			\$599,166		\$0			\$ 1,023,114
42													
43	HSA #3												11/15/2007

	A	B	C	D	E
1	<div style="text-align: right;">Appendix B, Page</div> <div style="text-align: right;">Document Date: 10/21/2014</div> <div style="text-align: center;"> HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM </div>				
2					
3					
4					
5	Contractor's Name			Contract Term	
6	Episcopal Community Services of San Francisco			7/1/14-6/30/2015	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.		No. of Mod.		
9	Program: Hillsdale				
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/14-6/30/2015		7/1/14-6/30/2015
11	Program Term	H.S.A. funding	Other Revenue		Total
12	Expenditures				
13	Salaries & Benefits	\$208,649	\$0		\$208,649
14	Operating Expense	\$1,004,574	\$0		\$1,004,574
15	Subtotal	\$1,213,223	\$0		\$1,213,223
16	Indirect Percentage (%)	12%	12%		\$0
17	Indirect Cost (Line 16 X Line 17)	\$145,587	\$0		\$145,587
18	Capital Expenditure	\$0			\$0
19	Total Expenditures	\$1,358,809	\$0		\$1,358,809
20	HSA Revenues				
21	General Fund FY15	\$981,891			\$981,891
22	Move from Elm	\$10,264			
23	Move from Crosby	\$9,162			
24	CODB 1.5%	\$15,020			
25					
26	TOTAL HSA REVENUES FY15	\$1,016,337			\$1,016,337
27					
28	Other Revenues				
29					
30	Tenant Rent CAAP	\$134,092			\$134,092
31	Tenant Rent NON -CAAP	\$208,380			\$208,380
32					
33	Total Other Revenues		\$0		\$0
34					
35	Grand Total Revenues	\$1,358,809	\$0		\$1,358,809
36					
37					
38					
39					
41					
42	Prepared by: Lisa Liu			Date: 10/21/2014	
43	HSA-CO Review Signature: _____				
44	HSA #1				11/15/2007

	A	B	C	D	E	F	G	H	I
1									
2									
3									
4	Program Name: Hillsdale								
5	(Same as Line 9 on HSA #1)								
6									
7									
8									
9									
10									
11									
		Agency Totals		For HSA Program		H.S.A. funding	Other Revenue	Other Revenue	
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	For DHS Program Budgeted Salary	For DHS Program Budgeted Salary	For DHS Program Budgeted Salary	TOTAL
12	POSITION TITLE								7/1/14-6/30/2015
13	Bussey, Keith-Support Services Manager	\$67,628	100%	50%	50%	\$33,138			\$33,138
14	Barlow, Karlos-Case Mgr II	\$48,019	100%	100%	100%	\$47,059			\$47,059
15	Hafr, Ramona-Case Manager III	\$43,940	100%	100%	100%	\$43,061			\$43,061
16	Ecker, Scott Housing Srvcs Director	\$83,850	100%	10%	10%	\$8,217			\$8,217
17	Pocock, Liz-Director/Hsg Dev & Asset Mgmt	\$96,550	100%	2%	2%	\$1,892			\$1,892
18	Gleason, Oliver-Admin Ass/Compliance	\$41,500	100%	10%	10%	\$4,067			\$4,067
19	Nguyen, Khanh-Admin Asst/Web based data entry	\$42,588	100%	8%	8%	\$3,339			\$3,339
20	Rappaport, Marc-Clinical Services Mgr	\$65,500	100%	8%	8%	\$5,135			\$5,135
21									
22									\$0
23									\$0
24									\$0
25									\$0
26									\$0
27									\$0
28									\$0
29	TOTALS		8.00	2.88	2.88	145,908	\$0	\$0	\$145,908
30									
31	FRINGE BENEFIT RATE	43%					30%		
32	EMPLOYEE FRINGE BENEFITS					\$62,741	\$0	\$0	\$62,741
33									
34									
35	TOTAL SALARIES & BENEFITS	\$0				\$208,649	\$0	\$0	\$208,649
36	HSA #2								11/15/2007

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Appendix B, Page												
2	Document Date: 10/21/2014												
3													
4	Program Name: Hillsdale												
5	(Same as Line 9 on HSA #1)												
6													
7	Operating Expense Detail												
8													
9													
10					Supportive			Property		Other Operating			
11					Services			Managemt		Exp			
12					H.S.A. funding			H.S.A. funding		Other Revenue			TOTAL
13	Expenditure Category			TERM	7/1/14-6/30/2015			7/1/14-6/30/2015		7/1/14-6/30/2015			\$ -
14	Rental of Property				\$350,782								\$ 350,782
15	Utilities(Elec, Water, Gas, Phone, Scavenger)				\$5,600			\$90,996					\$ 96,596
16	Office Supplies, Postage				\$8,011			\$7,800					\$ 15,811
17	Payroll Processing Fee												\$ -
18	Building Maintenance Supplies and Repair							\$55,160					\$ 55,160
19	Printing and Reproduction				\$3,200								\$ 3,200
20	Insurance				\$5,800								\$ 5,800
21	Staff Training/Admin Expenses				\$1,000			\$1,200					\$ 2,200
22	Staff Travel-(Local & Out of Town)												\$ -
23	Rental of Equipment												\$ -
24	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE												\$ -
25	Property Management Personnel: (JSCo)												\$ -
26	Manager (FTE 1.00)							\$54,925					\$ 54,925
27	Front Desk Staff (FTE 6.00)							\$139,308					\$ 139,308
28	Maintenance Supervisor (FTE 1.00)							\$40,908					\$ 40,908
29	Janitors (FTE 1.50)							\$34,382					\$ 34,382
30	Benefits:							\$111,168					\$ 111,168
31	Total Salaries &Benefits:							\$380,691					
32	OTHER												
33													
34	Program Supplies and Services				\$6,500								\$ 6,500
35	Food Supplies				\$7,500								\$ 7,500
36	Management Fees							\$50,850					\$ 50,850
37	Legal fees,permits/licenses							\$26,504					\$ 26,504
38	Professional Services/Computer Charges				\$1,000			\$1,980					\$ 2,980
39													\$ -
40	TOTAL OPERATING EXPENSE				\$389,393			\$615,181					\$1,004,574
41													
42	HSA #3												11/15/2007

	A	B	C	D	E
1	Appendix B, Page Document Date: 10/21/2014 HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM				
2					
3					
4					
5	Contractor's Name			Contract Term	
6	Episcopal Community Services of San Francisco			7/1/14- 6/30/2015	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod. No. of Mod.				
9	Program: Mentone				
10	Budget Reference Page No.(s)	7/1/14- 6/30/2015	7/1/14- 6/30/2015		7/1/14- 6/30/2015
11	Program Term	H.S.A. funding	Other Revenue		Total
12	Expenditures				
13	Salaries & Benefits	\$192,146	\$0		\$192,146
14	Operating Expense	\$990,468	\$0		\$990,468
15	Subtotal	\$1,182,614	\$0		\$1,182,614
16	Indirect Percentage (%)	12%	12%		\$0
17	Indirect Cost (Line 16 X Line 17)	\$141,914	\$0		\$141,914
18	Capital Expenditure	\$0			\$0
19	Total Expenditures	\$1,324,528	\$0		\$1,324,528
20	HSA Revenues				
21	General Fund FY15	\$869,697			\$869,697
22	Move from Elm	\$79,284			
23	CODB 1.5%	\$14,235			
24					
25					
26	TOTAL HSA REVENUES FY15	\$963,216			\$963,216
27	Other Revenues				
28	Tenant Rent CAAP	\$132,333			\$132,333
29	Tenant Rent NON -CAAP	\$228,979			\$228,979
30					
31	Total Other Revenues		\$0		\$0
32	Total Revenues	\$1,324,528	\$0		\$1,324,528
33					
35					
36					
37					
38					
39	Prepared by: Lisa Liu	Date: 10/21/2014			
40	HSA-CO Review Signature: _____				
41	HSA #1				11/15/2007

	A	B	C	D	E	F	G	H	I
1									
2									
3									
4	Program Name: Mentone					Document Date: 10/21/2014			
5	(Same as Line 9 on HSA #1)								
6									
7	Salaries & Benefits Detail								
8									
9									
10									
11		Agency Totals		For HSA Program		H.S.A. funding	Other Revenue	Other Revenue	
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	For DHS Program	For DHS Program	For DHS Program	TOTAL
12	POSITION TITLE					Budgeted Salary	Budgeted Salary	Budgeted Salary	7/1/14- 6/30/2015
13	Olivencia, Loretta-Support Services Mgr	\$60,140	100%	50%	50%	\$29,469			\$29,469
14	Hannah, Arigelo-Case Mgr II	\$41,711	100%	100%	100%	\$40,877			\$40,877
15	Gardner, Shari-Case Mgr III	\$42,216	100%	100%	100%	\$41,372			\$41,372
16	Ecker, Scott Housing Srvc Director	\$83,850	100%	10%	10%	\$8,217			\$8,217
17	Pocock, Liz-Director/Hsg Dev & Asset Mgmt	\$96,550	100%	2%	2%	\$1,892			\$1,892
18	Gleason, Oliver-Admin Ass/Compliance	\$41,500	100%	10%	10%	\$4,067			\$4,067
19	Nguyen, Khanh-Admin Assi/Web based data entry	\$42,588	100%	8%	8%	\$3,339			\$3,339
20	Rappaport, Marc-Clinical Services Mgr	\$65,500	100%	8%	8%	\$5,135			\$5,135
21									
22									\$0
23									\$0
24	TOTALS		8.00	2.88	2.88	134,368	\$0	\$0	\$134,368
25									
26	FRINGE BENEFIT RATE	43%							
27	EMPLOYEE FRINGE BENEFITS					\$57,778	\$0	\$0	\$57,778
28									
29									
30	TOTAL SALARIES & BENEFITS	\$0				\$192,146	\$0	\$0	\$192,146
31	HSA #2								11/15/2009

	A	B	C	D	E	F	G	H	I	J	K	L	M
1										Appendix B, Page			
2										Document Date: 10/21/2014			
3													
4	Program Name: Mentone												
5	(Same as Line 9 on HSA #1)												
6													
7													
8													
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11													
12	Operating Expense Detail												
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Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: _____ CFDA or other Identification #: _____

1. _____

2. _____

3. _____

4. _____

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

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

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.

2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
 3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D--Interests In Other City Contracts

CITY DEPARTMENT OR COMMISSION	Date of Contract	Amt of Contract
Shelters - Next Door	7/1/14 - 6/30/19	15,742,769
Shelters - Sanctuary	7/1/14 - 6/30/19	12,372,150
Shelters - Sanctuary Interfaith Winter	11/14 - 2/19	630,500
Housing - Canon Barcus	7/1/14 - 6/30/18	1,385,026
Housing - Bishop Swing	7/1/14 - 6/30/18	2,509,304
Housing - Canon Kip Community House	1/2/15 - 1/1/19	863,583
Housing - The Rose	1/2/15 - 1/1/19	221,090
Housing - 1180 4th Street Housing	7/1/14 - 6/30/18	1,535,784
Senior Center/DAAS - Case Management	7/1/14 - 6/30/17	713,496
Senior Center/DAAS - Community Services	7/1/13 - 6/30/18	864,376
Senior Center/DAAS - Medi-Cal Outreach	4/1/14 - 6/30/16	158,248
Senior Center/DAAS - Housing Resource List	10/1/14 - 6/30/15	23,000
Skills Center - Vocational Employment Services	7/1/14 - 6/30/17	235,215
DAAS - Congregate Meals/Seniors	7/1/14 - 6/30/16	314,354
DAAS - Congregate Meals/Young Disabled Adults	7/1/14 - 6/30/16	44,524
Shelters - Behavioral Health Roving Team	7/1/14 - 6/30/15	1,123,904
Housing - Canon Barcus After School YMCA	7/1/14 - 6/30/15	48,458
Skills Center - CHEFS	1/1/14-12/31/16	386,586
Skills Center - HEC	10/1/13 - 9/30/16	464,631
Housing - Canon Kip/SHP	1/2/12 - 1/1/15	257,495
Housing - The Rose/SHP	1/2/12 - 1/1/15	440,115
CHEFS - OEWD	7/1/14 - 6/30/15	100,000
Shelters - Sanctuary - CDBG	7/1/14 - 6/30/15	65,000

Appendix E-Permitted Subgrantees

John Stewart Company

Appendix F Additional Federal Funding Award Requirements

Dept	Program	Contract Service	CFDA	CFDA Title	Award Name	Known Award Number(s)	Anticipated Award Number(s)	Award Year	Is the Award Research & Development	Federal agency
DHS	HL	Masterlease CNC & NCNC inc MPP PMSS	10.561	State Administrative Matching Grants for Food Stamp Program	CalFresh	n/a	n/a	FY14-15, FY15-16, FY16-17, FY17-18	no	Department of Agriculture Food and Nutrition Service

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT

TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND EPISCOPAL COMMUNITY SERVICES

THIS AMENDMENT (this "Amendment") is made as of March 3, 2017, in San Francisco, California, by and between **Episcopal Community Services, 165 Eighth Street, 3rd Floor, San Francisco, CA 94103**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

RECITALS

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

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

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to provide for the Cost of Doing Business adjustment, Alder rent increases, and operating increases to the CNC Hotels; and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

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

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2014 between Grantee and City.

b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) Article 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-One Million, Five Hundred Ten Thousand, Three Hundred Sixty-Four Dollars (\$21,510,364) for the period from July 1, 2014 to June 30, 2018, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, One Hundred Fifty-One Thousand, Thirty-Six Dollars (\$2,151,036) for the period from July 1, 2017 to June 30, 2018, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Three Million, Six Hundred Sixty-One Thousand, Four Hundred Dollars (\$23,661,400) for the period from July 1, 2014 to June 30, 2018.

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

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-Three Million, Eight Hundred Forty-Four Thousand, Nine Hundred and One Dollars (\$23,844,901) for the period from July 1, 2014 to June 30, 2018, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, Three Hundred Eighty-Four Thousand, Four Hundred Ninety Dollars (\$2,384,490) for the period from July 1, 2017 to June 30, 2018, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Six Million, Two Hundred Twenty-Nine Thousand, Three Hundred Ninety-One Dollars (\$26,229,391) for the period from July 1, 2014 to June 30, 2018.

- (b) **Appendix B.** Appendix B, Calculation of Charges, of the Agreement displays the original total amount of \$21,510,364.

Such section is hereby replaced in its entirety by Appendix B-1, Calculation of Charges, which displays the budget as herein modified.

- (c) **Sugar-Sweetened Beverage Prohibition.** Section 16.23 is hereby added in its entirety to read as follows:

16.23 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will 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.

- (d) **Section 16.17 Graffiti Removal.** Section 16:17 is hereby replaced in its entirety to read as follows:

16.17 Graffiti Removal (reserved)

- (e) **Civil service commission approval:**
The following clause below is removed in its entirety.

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Grant number 2008-08/09 on June 16, 2014;

- (f) **Section 17.15 Departmental Transition and Continuity.** Section 17.15 is hereby added in its entirety to read as follows:

17.15 Departmental Transition and Continuity. Over the course of the term of this Agreement, it is anticipated that management of this grant on behalf of the City shall transfer from the Human Services Agency to a new department which shall be established for the purpose of coordinating homeless services. As part of the transfer, the departmental contact and invoicing procedures specified in this Agreement may shift from the Human Services Agency to the new department; however the responsibilities under this grant shall not change. The Human Services Agency shall notify Grantee of the new departmental contact and invoicing procedures. At such time as notice is given, all references in this Agreement to the Human Services Agency or the "Agency" shall be construed as a reference to the new department.

- (g) **Section 1.1 Specific Terms.** Section 1.1 (b) is hereby replaced in its entirety to read as follows:

(b) "Agency" shall mean Department of Homelessness and Supportive Housing.

- (h) **Section 15.15 Requirements.** The Agency address is hereby replaced in its entirety to read as follows:

If to the Agency or City: Human Services Agency/Department of Homelessness
 and Supportive Housing
 Office of Grant Management
 P.O. Box 7988
 San Francisco, CA 94120-7988
 Facsimile No. 415-557-5679

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2016.

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


IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY


GRANTEE

Recommended by:

EPISCOPAL COMMUNITY SERVICES



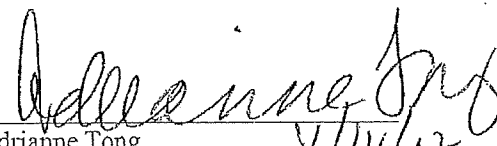
Jeff Kositsky
Director
Department of Homelessness and
Supportive Housing



Ken Reggio
Executive Director
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
415-487-3300

Federal Tax ID #: 94-3096716
City Vendor Number: 07244
DUNS Number: 151172095

Approved as to Form:

By: 

Adrienne Tong
Deputy City Attorney
4/14/17

	A	B	C	D	E	F	G	H
1	HOMELESSNESS & SUPPORTIVE HOUSING (HSH)					Appendix B-1, Page 1		
2						Document Date: 3/13/17		
3	CONTRACT BUDGET SUMMARY BY PROGRAM							
4								
5	Contractor's Name					Contract Term:		
6	Episcopal Community Services of San Francisco					7/1/2014 - 6/30/2018		
7	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>							
8	If modification, Effective Date of Mod. No. of Mod.							
9	Program: ECS Housing First Budget Summary (roll-up)							
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/15-6/30/2016	7/1/16-6/30/2017	7/1/17-6/30/2018	7/1/14-6/30/2018		
11	Program Term	HSH Funding	HSH Funding	HSH Funding	HSH Funding	Total		
12	Expenditures							
13	Salaries & Benefits	\$1,188,973	\$1,353,407	\$1,449,294	\$1,483,824	\$5,475,498		
14	Operating Expense	\$5,629,080	\$6,071,316	\$6,251,992	\$6,238,812	\$24,191,200		
15	Subtotal	\$6,818,053	\$7,424,723	\$7,701,286	\$7,722,636	\$29,666,698		
16	Indirect Percentage (%)	12%	12%	12%	12%	12%		
17	Indirect Cost (Line 16 X Line 17)	\$818,167	\$860,831	\$924,155	\$926,714	\$3,529,867		
18	Capital Expenditure		\$505,911	\$150,723		\$656,634		
19								
20	Total Expenditures	\$7,636,220	\$8,791,465	\$8,776,165	\$8,649,350	\$33,853,200		
21	HSH Revenues							
22	HSH Revenue	\$5,457,144	\$5,924,851	\$6,329,858	\$6,133,048	\$23,844,901		
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34	TOTAL HSH REVENUES	\$5,457,144	\$5,924,851	\$6,329,858	\$6,133,048	\$23,844,901		
35								
36								
37	Other Revenues							
38	Tenant Rent CAAP	\$909,852	\$0	\$327,732	\$716,244	\$1,953,828		
39	Tenant Rent Non-CAAP	\$1,269,224	\$0	\$660,240	\$1,509,484	\$3,438,948		
40	Other Revenues	\$0	\$212,090	\$224,702	\$290,574	\$727,366		
41	Rental Income	\$0	\$2,220,250	\$1,233,633		\$3,453,883		
42	Capital Fund	\$0	\$434,274	\$0		\$434,274		
43	Total Other Revenues	\$2,179,076	\$2,866,614	\$2,446,307	\$2,516,302	\$10,008,299		
44								
45								
46	Grand Total Revenues	\$7,636,220	\$8,791,465	\$8,776,165	\$8,649,350	\$33,853,200		
47								
49								
50								
51	Prepared by: Lisa Liu					Date: 4/13/2017		
52	HSH-CO Review Signature:							
53	HSH #1							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: PHONE (A/C, No., Ext): 925-934-8500 FAX (A/C, No.): 925-934-8278 E-MAIL: ADDRESS:
INSURED EPISCOM-02 Episcopal Community Services of San Francisco 165 8th Street, 3rd Floor San Francisco CA 94103	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of Ca 1184 INSURER B: Berkley Regional Insurance Company 29580 INSURER C: Cypress Insurance Company 10855 INSURER D: TRAVELERS CAS & SURETY CO 19038 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 497512448

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible <input checked="" type="checkbox"/> Social Svcs Prof GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	201602661NPO	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Sexual Abuse \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> OTC/Coll(PD) <input checked="" type="checkbox"/> PD Ded:\$1000	Y	HHN852532910	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Liab. \$600,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		201602661UMB	7/1/2016	7/1/2017	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EPWC806023	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B D	Employee Theft (Primary) Employee Theft (Excess)		HHN852532910 105646510	7/1/2016 7/1/2014	7/1/2017 7/1/2017	Limit/Ded \$10K / \$1K Limit/Retention \$1M / \$10K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured. Human Services Agency; and the City and County of San Francisco, its officers, employees and agents are included as an additional insured on General Liability and Automobile Liability policies per the attached endorsements, if required. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

Human Services Agency Attn: Patrick Garcia P.O. Box 7988 San Francisco, CA 94120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your negligent acts or omissions; or
 2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

- B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Policy Number: HHN852532910

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2016	Countersigned By: (Authorized Representative)
Named Insured: Episcopal Community Services of San Francisco	

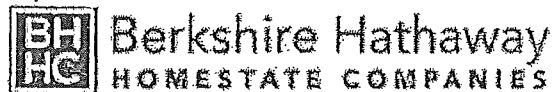
SCHEDULE

Name and Address of Additional Insured:	Human Services Agency Attn: Patrick Garcia P.O Box 7988 San Francisco, CA 94120
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)	

- A. **SECTION II – Who Is An Insured** is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give ten (10) days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

Important Information



Insured

EPISCOPAL COMMUNITY SERVICES SAN FRANCISCO, INC. (A CORPORATION)
165 8TH STREET, 3RD FLOOR
SAN FRANCISCO, CA 94103

Agency

HEFFERNAN INSURANCE BROKERS
1350 Carlback Avenue
Walnut Creek, CA 94596

Changes to Your Workers' Compensation Policy with Cypress Insurance Company

Policy Number EPWC703595

Policy Period

From April 1, 2016 to April 1, 2017, 12:01 AM, standard time at the insured's mailing address.

Type of Endorsement

Added Forms effective 04/01/2016

WC_990402C - California Waiver FILLIN

Added Waiver of Subrogation effective 04/01/2016

Name: City and County of San Francisco; Job Description: Provide funding for the insured

Added Waiver of Subrogation Class Code effective 04/01/2016

State: CA; Code: 8868 Colleges/Schools-private

Changed Waiver of Subrogation Payroll effective 04/01/2016

State: CA; Code: 8804 Substance Use Disorder Recovery Hom

Added WC Forms effective 04/01/2016

CA Waiver of right to End

Premium change: \$ 325.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective See Above

Policy No. EPWC703595

Endorsement No. 4

Insured EPISCOPAL COMMUNITY SERVICES SAN FRANCISCO, INC. (A CORPORATION)

Premium

Insurance Company

Countersigned by _____

Cypress Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Specific Waiver**

Person/Organization: City and County of San Francisco

Job Description: Funding requirement

Waiver Premium: 350.00

Class	State	Payroll Subject to Waiver
8804	CA	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2017

Policy No.: EPWC806023

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

WC 99 04 02C

Countersigned by _____

(Ed. 9-14)

City and County of San Francisco

Notice of Funding Availability # 592 for Supportive Housing Services



Date issued:

February 28, 2014

Pre-application conference:

March 18, 2014 10:30 a.m.

Application due:

April 3, 2014 3:00 p.m.

Revised 3/11/14 –Corrected Pre-application conference time on page 2 to 10:30am

**Notice of Funding Availability #592
Supportive Housing Services**

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V. Pre-application Conference and Contract Award	15
VI. Terms and Conditions for Receipt of Applications	16
VII. City Contract Requirements.....	19

Appendices:

- A. Budget Forms and Instructions
- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and
- C. San Francisco Human Services Agency Executive Summary
- D. Building Summary Form

I. Introduction, Schedule and Definitions

A. General

The City and County of San Francisco Human Services Agency (HSA) is seeking organizations to provide supportive services to residents of permanent supportive housing sites and master-leased single room occupancy hotels and housing operations for master-leased hotels throughout the City. Grantees will assist tenants in obtaining and maintaining permanent, safe, affordable, service-enriched housing in order to achieve residential, economic, and personal stability.

The NOFA services fall into the following five categories:

Tier I: Step-Up Master Lease and Non-Placement Units

Model A – Step-Up Master Lease

Master Lease Units or Buildings that provide units to adult tenants referred from other HSA-funded buildings where HSA will provide funding for leasing, housing operations/property management and support services. Tenants eligible for placement, housing and services must be existing tenants with a successful housing history in other HSA Master Lease buildings at the time of referral. These sites offer minimal support services and reduced site staff.

Model B – Non-Placement Units and Buildings: Adult and/or Family

Units in Master Lease, Local Operating Subsidy Program, and other buildings where HSA will provide funding for support services but does not place clients into vacancies. This may include buildings that have a mix of placement and non-placement units, and buildings that are 100% non-placement units. This model covers both family and adult units.

Tier II: Master Lease – Moderate Support Services

Master Lease units or buildings where HSA will provide funding for leasing, housing operations/property management and support services. HSA sets and manages the referral and placement process with the provider to fill vacancies. The support staff to unit target ratio is 1:50. These are adult only sites.

Tier III: Master Lease – Stronger Support Services

Master Lease units and buildings where HSA will provide funding for leasing, housing operations/property management and support services. HSA sets and manages the referral and placement process with the provider to fill vacancies. The staff to unit target ratio is 1:35. These are adult only sites.

Tier IV: Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) &/or Shelter Plus Care (S+C) – Moderate Need Adult &/or Family

Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) and Shelter Plus Care (S+C) units where HSA will provide funding for support services and

HSA sets and manages the referral and placement process with the housing provider to fill vacancies in these units. The eligibility criteria at these sites does not require all referrals to be chronically homeless and have a certification of disability, or these sites have other units that do not fit in this Tier. This model covers both adult and family units.

Tier V: Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) &/or Shelter Plus Care (S+C) – High Need Adult &/or Family

Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) and Shelter Plus Care (S+C) units and buildings in which HSA will provide funding for support services. HSA sets and manages the referral and placement process with the housing provider. The eligibility criteria for these units requires tenants to be chronically homeless and have a certification of disability, or 100% of the units in the building are LOSP, HUD SHP and/or S+C. Support services staff have higher level of education and/or experience than other Tiers. This model covers both adult and family units.

Grant Terms

HSA grants shall have an original term from July 1, 2014 to June 30, 2018. In addition, the City shall have the option to extend the term for a period of two (2) years, for a total of six (6) years, subject to annual availability of funds and annual satisfactory contractor performance and system of needs. The City has the sole, absolute discretion to exercise this option and reserves the right to enter into grants of a shorter duration at its sole discretion. These services will be supported through funding from the City and County of San Francisco general fund.

B. Schedule

The anticipated schedule for this procurement is:

NOFA is issued by the City	February 28, 2014
Pre-application conference	March 18, 2014 10:30 a.m.
Applications due	April 3, 2014, 3:00pm

Dates may be subject to change

C. Definitions

Adult Units	Units that provide permanent supportive housing to adult individuals or couples. Adults with custody of minor children are not placed in these units.
CAAP	County Adult Assistance Program is a San Francisco county cash benefit program operated by HSA. Homeless adults on CAAP benefit are offered shelter reservations and/or housing as part of the benefits package. GA – General Assistance is one of the CAAP benefit programs.
Family Units	Units that provide housing to one or more adults

	with at least 50% custody of one or more minor children 18 years old or younger.
High Need	Refers to permanent supportive housing units that have eligibility requirements that include both certification of chronic homelessness and certification of a disability, or buildings where 100% of the units are filled with tenants in the Local Operating Subsidy Program, HUD Supportive Housing Program or Shelter Plus Care programs. The ratio of support staff to units is 1.0 FTE direct support staff to 25 units and the qualifications of support staff include a higher level of education and/or experience than other Tiers.
HSA	City and County of San Francisco, Human Services Agency
HSA Placement/Referral Process	HSA-established process for outreach, identification and referral of a potential tenant to the specific housing covered by this grant. Providers do not accept housing applications for these units outside of the HSA-established process. This process never maintains a waitlist.
HUD	U.S. Department of Housing and Urban Development.
Leasing Costs	Funds paid by the housing provider to the building owner that support the use of the units for supportive housing. These costs are defined by the lease and the payments made to the owner.
LOSP	Local Operating Subsidy Program
Master Lease	Leasing a building from the owner for the purpose of providing units of permanent supportive housing.
Moderate Need	Refers to permanent supportive housing units that have eligibility requirements that include either certification of chronic homelessness or certification of a disability in buildings where 100% of the units are not filled with tenants in the Local Operating Subsidy Program, HUD Supportive Housing Program or Shelter Plus Care programs. The ratio of support staff to units is 1.0 FTE direct support staff to 25 units.
Moderate Support Services	Supportive services at permanent supportive housing sites that offer a ratio of support staff to a higher number of housing units. The ratio is 1.0 FTE direct support staff to 50 units.
MPP/Representative Payee Services	Modified Payment Programs and Representative Payee services accept benefit payments (primarily

	local and federal benefits) in a two-party form on behalf of the building tenants. The tenant's portion of the rent is paid directly to the housing provider and the remainder of the benefit amount is either provided to the tenant (MPP) or handled via money management according to a budget established with the tenant (Representative Payee).
Non-Placement Units	Permanent supportive housing units and affordable housing units that are not filled via the HSA Placement/Referral Process. The housing provider establishes its own placement process that may include managing a waitlist of potential tenants. The direct support staff to unit ratio is 1.0 FTE to 75 adult units and 1.0 FTE to 50 family units.
Operations/Property Management	The work related to tenant rental agreements and associated communication, rent collection and records keeping, janitorial and maintenance efforts to maintain a safe, clean and secure housing environment, compliance with inspections regarding building/health/fire codes, removal of trash, front desk coverage, and notices/actions regarding any tenant evictions proceedings in accordance with San Francisco laws.
Potential Tenant	Any individual, couple or family who are referred for screening to fill a vacancy in units filled via the HSA-established Placement/Referral Process. In units that are not filled via HSA placement, any individual, couple or family who are eligible to apply or are on the sites waitlist.
S+C	Shelter Plus Care Program
SHP	Supportive Housing Program funded by HUD
SRO	Single room occupancy hotel
SSI/SSA/SSDI	Social Security benefits
Step-Up Units	Permanent supportive housing units that take referrals from other Master Lease supportive housing sites of tenants who have had a successful history in housing. These units are in buildings that offer fewer staff and a higher unit to direct service staff ratio. The ratio is 1.0 FTE direct support staff to 75 adult units.
Stronger Support Services	Supportive services at permanent supportive housing sites that offer a ratio of support staff to a smaller number of housing units. The ratio is 1.0 FTE direct support staff to 35 units.
Subcontractor	Property management or other services performed

	by other entities on behalf of the grantee that are proposed to be covered by the grant.
Supportive Services	Support services include, but are not limited to outreach, intake and assessment, case management, benefits advocacy and assistance, referral, advocacy with property management, mediation, conflict resolution and/or support groups. Tenants are not required to participate in support services.
Tenant	Any individual, couple or family who are legal residents in one of the units covered by this application. There is a lease agreement between the tenant and property management.

II. Target Population and Scope of Work

A. Target Population

Low income single adults, adult couples and families with custody of minor children who are tenants of the proposed buildings.

In buildings where HSA places tenants into vacancies, the grantee will serve formerly homeless single adults, adult couples, and families who meet HSA-established eligibility requirements and are referred by the HSA-identified placement process. Eligibility criteria include meeting a definition of homelessness at the time of referral and placement, specifically established benefits and/or income criteria, and ability to live independently within the structure of the housing program. Other eligibility criteria based on funding sources may include chronic homelessness, certified disability, and/or other special needs related to mental health, substance abuse, or HIV/AIDS.

B. Scope of Work

The Scope of Work descriptions which follow are to be used as a general guide to assist applicants. Please note that the Scope of Work is not intended to be a complete list of all work necessary to complete the project.

Tier I: Step-Up Master Lease and Non-Placement Units, Adult and Family

1. Basic intake within 30 days for all new tenants; explain available services and how to access them
2. Information and referral (I&R) as needed
3. Outreach in response to tenant behavior/actions to promote housing stability
4. Work collaboratively with Property Management to prevent evictions
5. Limited client assistance and community building activities

Direct Support Services Staff to Unit Ratio

1.0 FTE to 75 Units for Adult units
1.0 FTE to 50 Units for Family units

Tier II: Master Lease – Moderate Support Services

1. Intake and assessment for all new tenants within 30 days
2. Initial outreach to new tenants 3 times in 60 days
3. Outreach in response to tenant behavior/actions to promote housing stability
4. Work collaboratively with Property Management to prevent evictions
5. Client assistance, I&R and community building activities

Direct Support Services Staff to Unit Ratio

1.0 FTE to 50 Units for Adult units

Tier III: Master Lease – Stronger Support Services

1. Intake and assessment for all new tenants within 30 days
2. Initial outreach to new tenants 3 times in 60 days
3. Create Service Needs/Goal Plans with tenants and update plans at least twice a year
4. Outreach in response to tenant behavior/actions to promote housing stability
5. Work collaboratively with Property Management to prevent evictions
6. Client assistance, I&R and community building activities

Direct Support Services Staff to Unit Ratio

1.0 FTE to 35 Units for Adult units

Tier IV: Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program SHP &/or Shelter Plus Care (S+C) – Moderate Need Adult &/or Family

1. Intake and assessment for all new tenants within 30 days
2. Initial outreach to new tenants 3 times in 60 days
3. Create Service Needs/Goal Plans with tenants and update plans at least twice a year
4. Outreach in response to tenant behavior/actions to promote housing stability
5. Regular outreach to all tenants (frequency set in negotiation; minimum of twice a year)
6. Work collaboratively with Property Management to prevent evictions
7. Client assistance related to Service Needs/Goal Plans, I&R, assistance with navigating systems/services and community building activities

Direct Support Services Staff to Unit Ratio

1.0 FTE to 25 Units for both Adult and Family units

+ Additional Direct Service Staff for Children/Youth services for Family Units

Tier V: Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) &/or Shelter Plus Care (S+C) – High Need Adult &/or Family

1. Intake and assessment for all new tenants within 30 days
2. Initial outreach to new tenants 3 times in 60 days
3. Create Service Needs/Goal Plans with tenants and update plans at least twice a year
4. Outreach in response to tenant behavior/actions to promote housing stability
5. Access to on-site clinical services
6. Regular outreach to all tenants (frequency set in negotiation; minimum of twice a year)
7. Work collaboratively with Property Management to prevent evictions
8. Client assistance related to Service Needs/Goal Plans, I&R, assistance with navigating systems/services and community building activities

Direct Support Services Staff to Unit Ratio

1.0 FTE to 25 Units for both Adult and Family units

+ Additional Direct Service Staff for Children/Youth services for Family Units

Modified Payment Program, Site Leasing Costs, Operations/Property Management

Modified Payment/Representative Payee Programs: If this application is requesting funding to provide **Modified Payment Program/ Representative Payee** services to the tenants within proposed units in any Tier, the following Scope of Work is a general guide:

1. Establish a Memorandum of Understanding (MOU) with the HSA CAAP division to set up the system and procedures for a two-party warrant system.
2. Prepare and submit paperwork to support two-party warrants for tenants with SSI, SSA and SSDI.
3. If acting as tenant's representative payee or tenant is enrolled in money management, collect the rent and issue disbursements according to the money management budget established with the tenant.
4. If tenant is not enrolled in representative payee, collect the tenant's portion of the rent and submit it to property management on a timely basis. Provide the tenant with the balance of the aid benefit.

Site Leasing Costs: If this application is requesting funding to support the **Site Leasing Costs** for the proposed units in any Tier, the following Scope of Work is a general guide:

1. Lease the property from the owner for the purpose of placing formerly homeless clients into permanent supportive housing.
2. Manage the relationship with the site owner related to the lease and the responsibilities of each party related to maintaining the building as functional housing.

Operations/Property Management: If this application is requesting funding to support the **Operations/Property Management** services for the proposed units in any Tier, the following Scope of work is a general guide:

1. Draft rental agreements to be signed with all tenants at time of move-in.
2. Communicate with HSA staff according to negotiated procedures regarding move-ins, move-outs and vacancies.
3. Maintain a secure and healthful environment for tenants, including but not limited to:
 - a. Compliance with building, fire and health codes. Respond to any violation notices regarding the property from Department of Building Inspection, Department of Public Health and the San Francisco Fire Department.
 - b. Clean, sanitary and regularly maintained common spaces and community areas within the building.
 - c. Clean, sanitary and regularly maintained shared-use toilet/shower facilities.
 - d. Regular removal of garbage/trash.
 - e. Timely response to tenant building concerns and problems.
 - f. Front desk coverage as negotiated with HSA.
 - g. Maintenance and report of facility systems, including but not limited to plumbing, HVAC, electrical, elevator and safety issues, facility security and pest control.
 - h. Rent collection.
 - i. Written notice or warning to tenants related to any issue that may affect on-going tenancy. Share such notices with support services.
 - j. When necessary, notice and actions related to the eviction process in accordance with laws in effect in San Francisco.

C. Service and Outcome Objectives

Successful applicants will have defined service objectives during the term of the grant agreement. This section identifies the service and outcome objectives that will be required by HSA. Actual scopes will be set in the grant negotiation process. Over the course of the grant HSA will set targets for objectives.

Grantees will be required to report outcome objectives measurements from the beginning of the grant on the HSA-established schedule. HSA will collect baseline data to establish targets on a rolling basis as implementation proceeds. Data collected in Grant Year One from all grantees will serve as a baseline for HSA to establish outcome targets for all grantees in Year Two.

Tier I: Step-Up Master Lease and Non-Placement Units, Adult & Family

Outcome Objectives

1. Housing stability
2. Program exits and type of placements outside HSA portfolio

Tier II: Master Lease

Service Objectives

1. Participation in activities; unduplicated and overall numbers

2. Support Service contact with tenants

Outcome Objectives

1. Housing stability
2. Program exits and type of placements outside HSA portfolio

Tier III: Master Lease

Service Objectives

1. Participation in activities; unduplicated and overall numbers
2. Support Service contact with tenants
3. Participation in direct service; unduplicated and frequency
4. Number of tenants with Service Needs/Goal Plans

Outcome Objectives

1. Housing stability
2. Program exits and type of placements outside HSA portfolio

Tier IV: Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program and/or Shelter Plus Care (S+C) – Moderate Need Adult and/or Family

Service Objectives

1. Participation in activities; unduplicated and overall numbers
2. Participation in direct service; unduplicated and frequency
3. Number of tenants with Service Needs/Goal Plans
4. Track markers related to health, well-being, minors, etc. based on negotiated parameters

Outcome Objectives

1. Housing stability
2. Program exits and type of placements outside HSA portfolio

Tier V: Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program and/or Shelter Plus Care (S+C) – High Need Adult and Family

Service Objectives

1. Participation in activities; unduplicated and overall numbers
2. Participation in direct service; unduplicated and frequency
3. Number of tenants with Service Needs/Goal Plans
4. Track markers related to health, well-being, minors, etc. based on negotiated parameters

Outcome Objectives

1. Housing stability
2. Program exits and type of placements outside HSA portfolio

III. Submission Requirements

A. Time and Place for Submission of Applications

Applications must be received by 3:00 p.m., on April 3, 2014. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with any Contract Manager with the Human Services Agency, Office of Contract Management at 1650 Mission Street, Suite 300, San Francisco, or mailed to:

Esperanza Zapien, G300
Office of Contract Management
1650 Mission Street, Suite 300
San Francisco, CA 94103

Applicants shall submit three (3) original and one electronic copy of the application. FAX copies will not be accepted. The electronic version of the application is submitted to: esperanza.zapien@sfgov.org

B. Format

Please use three-hole recycled paper, print double-sided to the maximum extent practical, and bind the application with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your application with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, it is preferred that text be unjustified (i.e., with a ragged-right margin) using a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

C. Submission Content, Budget and Staffing Qualifications

Organizations interested in responding to this NOFA must submit the following information, in the order specified below.

1. Executive Summary (See Appendix C-Executive Summary form attached)

Submit an executive summary of the NOFA application. Attach a list of the buildings included in the application. The executive summary must be signed by a person authorized by your organization to obligate your organization to perform the services and activities indicated in the application, and will bind your organization to perform the program described in the application.

2. Building Summary Form and related **Tier Detail Sheets** (Tier Detail Sheets are found as tabs in the attached Building Summary Form)

Submit a completed building summary form for each building identifying the specific units and Tiers. Submit a completed tier detail sheet for each Tier for all units included on the Budget Summary Form.

NOTE: Fill out the Budget Summary Form first and information will be propagated into the Tier Detail Sheets.

3. Project Narrative

A. Minimum Qualifications (Two page maximum)

All applicants submitting applications for funding must provide a Minimum Qualifications Narrative describing in detail how the proposing agency meets each of the Minimum Qualifications listed in this NOFA. Any applications failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for application review.

B. Service Narrative (Eight page maximum)

- a. Describe the target population of the proposed building/units. State that the target population is the same for all buildings included in the application or provide specific information by building(s).
- b. List and explain how you will manage the scope of work and accomplish the specific service and outcome objectives listed in this NOFA for the Tiers within all the proposed buildings or provide specific information by building.
- c. Describe methods for data collection, documentation, and reporting data related to service and outcome objectives. Describe the method(s) by which services will be evaluated. (Using data collected in Grant Year One from all grantees, HSA will establish outcome targets for all grants in Grant Year Two and beyond.)
- d. If your current service level does not match your proposed service level, provide an explanation and schedule of how the program will move from the current staff/unit ratio to the Tier target ratio over the first 36 months of the grant. If the explanation and schedule is not the same for all buildings in your application, provide information by specific building(s).

4. Agency and Project Staff Qualifications

- A. Agency Qualifications: A statement listing all contracts (both public and private) relevant to services solicited through this NOFA, which have been completed by the applicant during the last three (3) years. Include the names of the contracting agencies (and a contact name and phone number), the level of funding, and the types of services provided. This statement **must** also list any failure or refusal to complete a contract, including details and dates.
- B. Staff Qualifications: A description of the staff positions, along with qualifications and responsibilities for the proposed support services program. If the description is not the same for all buildings in your application, provide information by specific building(s).

- a. Include direct service coordinators/case managers, supervision, and, if family units, the children/youth service coordinators/case managers.
- b. Describe the types of training proposed for staff to support provision of the services described.
- c. Briefly describe supervision and management or proposed services and operations.

5. Budget Forms – Required for applications requesting support for Modified Payment Program/Representative Payee services, Site Leasing costs, and/or Operations/Property Management. A budget is required for each building seeking support in any of these areas.(see Appendix A attached)

Attach a detailed expense budget, identifying the salaries, operating and indirect expenses for each building in your application that seeks HSA grant funds for these specific areas. Include a budget narrative that describes each expense.

- a. A single budget with separate costs in the appropriate budget form columns for modified payment program, leasing and property management costs may be submitted. Include all expenses requested to be covered by HSA grant funds in this application.
- b. If any of the services are being handled by a subcontractor, provide the same detail of salaries, operating and indirect expenses in a separate budget form. Identify the subcontractor in the section for the grantee's name on the budget form.
- c. Do not include any support services operational costs in these budgets.
- d. Identify the source and amount of funds that are available as leverage, either in-kind or direct funding designated exclusively for the services outlined in the application. Leverage funds are not required.
- e. In the budget narrative, please include the following information for each of the areas of funding requested:
 - Modified Payment/Representative Payee programs: State how many tenants are projected to be served monthly.
 - Leasing Costs: State when the lease was initiated if currently in place, when will the current lease end, and of the rate of annual increase to leasing costs.
 - Operations/Property Management: Detail staffing levels and coverage, include key systems maintenance agreements, and estimate the annual expected rent revenue from the tenants.

IV. Minimum Qualifications and Selection

A. Minimum Qualifications

In order for the application to be considered responsive to this NOFA, successful applicants must possess the minimum qualifications listed below.

For All Applicants

1. Applicants must have 3 years of experience providing the same supportive services as described in this NOFA to formerly homeless adults and/or families at permanent housing sites. This requirement can be met either by the experience of the organization or the staff directly involved with the proposed buildings. HSA expects that the persons identified in this application will be involved in the implementation and administration of the proposed services.
2. Site control for the location of the proposed building/units:
 - a. Provide an agency statement regarding the nature of current site control (ownership, leasing agreement, etc.).
 - b. If your agency does not currently have site control, please state the plan and timeline to gain site control in time to implement the program when the grant period begins.
 - A letter of intent regarding site control will be required by April 30, 2014 for any grant to move forward for implementation on July 1, 2014.

For Modified Payment Program, Site Leasing Costs, Operations/Property Management

Applicants must have 3 years of either administering a modified payment program, providing property management services or master lease site leasing experience. This requirement can be met either by the experience of the organization, or the demonstrated experience of staff proposed to work on the proposed model. If this requirement is being met based on staff experience, resumes of key staff must be provided. HSA expects that the persons identified in this application will be involved in the implementation and administration of the proposed services.

Please note: Agencies submitting applications that have previously been contracted by the City and County of San Francisco to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this NOFA. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this NOFA.**

B. Selection

A. Eligibility Review

Upon submission, HSA staff will begin a screening process by reviewing all applications to determine if they are complete and meet minimum qualification requirements, completeness and submittal standards. Applications that do not meet minimum

qualification requirements or are incomplete will not be forwarded for further review and applicants will be notified.

B. Application Review

The selection process will include a review by HSA staff, who will then forward a set of funding recommendations to the Executive Director of the Human Services Agency for consideration and final awards decision. HSA staff may require additional information from applicants prior to making its final recommendations to the Executive Director. The final award of the grant is subject to the approval of the Department of Human Services Commission.

C. Criteria Used to Make Funding Decisions

HSA staff will determine final selection of grantees by considering the following:

- The extent to which applicants meet the minimum qualifications.
- The extent to which an application best responds to the scope of work, service and outcome objectives as described in the NOFA.
- The explanation and schedule regarding how the program will move from the current staff/unit ratio to the Tier target ratio over the first 36 months of the grant, or how the proposed program currently meets the Tier target ratio.

HSA may use interviews to gather additional information in order to make the most informed funding decisions possible.

D. Grant Awards

HSA intends to issue grant awards as soon as possible. HSA maintains the right not to issue awards if the submitted applications are not responsive to the requested services described in this NOFA. HSA may initiate negotiations or a separate process to cultivate the services identified.

E. Negotiation

HSA will review proposed work and budgets in detail and negotiate these matters as necessary to ensure that the proposed work and budgets meet the service provision requirements, goals, objectives and policies of HSA. During grant negotiation, scopes of work and budgets may be revised.

V. Pre-Application Conference and Grant Award

A. Pre-Application Conference

Applicants are encouraged to attend a pre-application conference on March 18, 2014 at 10:30 am to be held at **1650 Mission Street, 5th Floor, Golden Gate Room**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the NOFA, please contact the individual designated in Section VI.B in writing.

B. Grant Award

1. HSA anticipates making multiple awards through this procurement process, and will select applicants with whom HSA staff shall commence grant negotiations.
2. For successful applicants with a letter of intent to lease, you must have functioning site control no later than June 1, 2014 and a plan regarding how the site can be inspected and the program can be fully operational by 7/1/2014.
3. The selection of any application shall not imply acceptance by the City of all terms of the particular application, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory agreement cannot be negotiated in a reasonable time the HSA, in its sole discretion, may terminate negotiations with that applicant and begin negotiations with another eligible applicant.

VI. Terms and Conditions for Receipt of Applications

A. Errors and Omissions in NOFA

Applicants are responsible for reviewing all portions of this NOFA. Applicants are to promptly notify the Department, in writing, if the applicant discovers any ambiguity, discrepancy, omission, or other error in the NOFA. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding NOFA

Inquiries regarding the NOFA and all oral notifications of an intent to request written modification or clarification of the NOFA, must be directed to:

Esperanza Zapien, at esperanza.zapien@sfgov.org

C. Objections to NOFA Terms

Should a applicant object on any ground to any provision or legal requirement set forth in this NOFA, the applicant must, not more than ten calendar days after the NOFA is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the NOFA, prior to the application due date, by issuing Change Notices, which will be posted on the website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the Department prior to the application due date regardless of when the application is submitted. Therefore, the City recommends that the applicant consult the website frequently, including shortly before the application due date, to determine if the applicant has downloaded all Change Notices.

E. Term of Application

Submission of a application signifies that the proposed services and prices are valid for 180 calendar days from the application due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Application

A applicant may revise a application on the applicant's own initiative at any time before the deadline for submission of applications. The applicant must submit the revised application in the same manner as the original. A revised application must be received on or before the application due date.

In no case will a statement of intent to submit a revised application, or commencement of a revision process, extend the application due date for any applicant.

At any time during the application evaluation process, the Department may require a applicant to provide oral or written clarification of its application. The Department reserves the right to make an award without further clarifications of applications received.

G. Errors and Omissions in Application

Failure by the Department to object to an error, omission, or deviation in the application will in no way modify the NOFA or excuse the vendor from full compliance with the specifications of the NOFA or any contract awarded pursuant to the NOFA.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by an organization in responding to this NOFA. Submissions of the NOFA will become the property of the City and may be used by the City in any way deemed appropriate.

I. Applicant's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a applicant is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the applicant is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city

officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Notice of Funding Availability, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to NOFAs and all other records of communications between the City and persons or organizations seeking contracts shall be open to inspection immediately after a contract has been awarded by the Human Services Commission. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the applicant must comply with Chapter 12L. The applicant must include in its application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to applicant's meetings and records, and (2) a summary of all complaints concerning the applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in applicant's Chapter 12L submissions shall be grounds for rejection of the application and/or termination of any subsequent Agreement reached on the basis of the application.

L. Reservations of Rights by the City

The issuance of this NOFA does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, application, or application procedure;
2. Reject any or all applications;
3. Reissue a Notice of Funding Availability;
4. Prior to submission deadline for applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this NOFA, or the requirements for contents or format of the applications;
5. Procure any materials, equipment or services specified in this NOFA by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this NOFA shall be implied from any failure by the City to recognize or take action on account of any failure by a applicant to observe any provision of this NOFA.

VII. City Contract Requirements

A. Standard Grant Agreement Provisions

The successful applicant will be required to enter into an agreement substantially in the form of the Agreement for Professional Services. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another organization and may proceed against the original selectee for damages.

Applicants are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful applicant will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between

employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful applicant will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful applicant will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful applicant will be required to

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acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful applicant that the City has selected the applicant.

Appendix A – Budget Forms and Instructions

Budgets should be submitted in the standard HSA format. Forms are available at: <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx> and click on the “Consultants and Professional Services” link and then the link for this NOFA.

An electronic version can also be obtained from the Office of Contract Management that will include all the formatted spreadsheets. The following spreadsheets are in Microsoft Excel. A computer disk with HSA forms (in PC-Microsoft Excel format) may also be obtained from the Office of Contract Management at 557-6085.

There are 4 pages in the budget set (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

The Budget Justification is a narrative which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification.

For the budget narrative, please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the FTE, the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc.

For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

If applicable, attach a separate detailed Subcontracting budget if there is a Subcontractor arrangement made under the terms of the contract. On this page, provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note subcontractor expenses should appear on the Operating Expense Detail sheet.

These guidelines provide general information. If further clarification or technical assistance is required, consult your HSA Office of Contract Management Contract Manager.

Appendix B - Standard Forms

Before the City can award any contract to a grantee, that grantee must file three standard City forms (items 1-3 on the chart). Because many grantees have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the NOFA package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a grantee has already filled out items 1-3 (see note under item 3) on the chart, **the grantee should not do so again unless the grantee's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification www.sfgov.org/oca/purchasing/forms.htm www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the grantee's taxpayer ID number on this form. If a grantee has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration www.sfgov.org/oca/purchasing/forms.htm	P-25	All grantees must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits www.sfgov.org/oca/purchasing/forms.htm – In Vendor Profile Application	HRC-12B-101	Grantees tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500
4.	HRC LBE Certification Application www.sfgov.org/oca/purchasing/forms.htm – In Vendor Profile Application		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the application due date.	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Human Rights Commission

HRC's homepage: www.sfhrc.org
Equal Benefits forms: Click on "Forms" under the "Equal Benefits" banner near the bottom.

Appendix C - San Francisco Human Services Agency Executive Summary

NOFA #592 Supportive Housing Services

NAME OF ORGANIZATION(S): _____

ADDRESS: _____

DIRECTOR: _____

PHONE/FAX#: _____

EMAIL: _____

FEDERAL EMPLOYER #: _____

By my signature above, I certify that I am an official authorized to bind the Notice of Funding Availability. I understand that the Human Services Agency (HSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that no officer, employee or agent of the City of San Francisco, exercising any function or responsibility in connection with the proposed services contract or with planning or carrying out any agreement relative to this application HSA any personal financial interest, direct or indirect, in the operation of the Applicant; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract HSA been signed by both parties and approved by all applicable City Agencies. This application is a firm offer for a specified period of not less than one hundred sixty (160) days.

Please attach a list of buildings, name and address, that are covered by your application.

Signature of authorized representative(s):

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Submit three originals and e-mail one PDF copy with each application to:

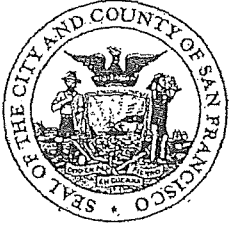
San Francisco Department of Human Services
Office of Contract Management, G300
c/o Esperanza Zapien, Contract Manager
1650 Mission Street, Suite 300
esperanza.zapien@sfgov.org

NOFA #592

Appendix D-Building Summary Form

Forms are available at: <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx> and click on the "Consultants and Professional Services" link and then the link for this NOFA.

Episcopal Community Services - Housing First Hotels	Agreement Date	Term	Grant Amount	Contingency	Not to Exceed Amount (Grant Amount + Contingency)	Agreement Action	Spent through June 2018
Original	July 1, 2014	July 1, 2014 to June 30, 2018	\$ 21,510,364	\$ 2,151,036	\$ 23,661,440	Created	
Increased amount from original to Amendment 1					\$ 2,567,951		
Amendment 1	March 3, 2017	July 1, 2014 to June 30, 2018	\$ 23,844,901	\$ 2,384,490	\$ 26,229,391	Added funding for Cost of Doing Business adjustment, rent increases, operating expense increases	\$ 25,719,928.75
Increased amount from Amendment 1 to Amendment 2			\$ 15,188,308		\$ 16,707,139		
Amendment 2 (pending)	September 24, 2018	July 1, 2014 to June 30, 2020	\$ 39,033,209	\$ 3,903,320.90	\$ 42,936,530	Extend the performance period by 2 years; increase contract amount to account for additional years, Cost of Doing Business adjustment, add new funding for capital improvements and operating expenses; update standard contractual clauses	n/a



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

SCOTT R. HELDFOND
PRESIDENT

June 20, 2014

E. DENNIS NORMANDY
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SUBJECT: HUMAN SERVICES AGENCY'S ANNUAL REPORT ON
CONTRACTS AWARDED UNDER PERSONAL SERVICES
CONTRACTS WITH CONTINUING APPROVAL PERSONAL
SERVICES CONTRACTS NUMBERS 2000-08/09 THROUGH 2009-
08/09.

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

At its meeting of June 16, 2014 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report. (Vote of 5 to 0)

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

A handwritten signature in cursive script, appearing to read "Jennifer Johnston".

JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: David Curto, Human Services Agency
David Canham, SEIU Local 1021
Leah Berlanga, SEIU Local 1021
Bob Britton, IFPTE Local 21
Andrea Prebys-William, IFPTE Local 21
Commission File
Chron

the department clarify at the meeting of June 16th what "piggybacking on the Airport" means; and Commissioner Favetti also requested that the department provide clarification on pages 5 and 7 of the department's submission with regard to the training and notification to SEIU, Local 1021. (Vote of 5 to 0)

Recommendation: Adopt the report. Approve the request for Personal Services Contract #4070-09/10; Notify the Office of the Controller and the Office of Contract Administration.

(11) Review of Request for Approval of Proposed Personal Services Contract Number 30933-13/14. (File No. 0131-14-8) – Action Item

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
30933-13/14	Sheriff	Current Approved Amount \$65,000 Increase Amount Requested \$70,000 New Total Amount Requested \$135,000	Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am – 2:30pm.	Modification	Current Approved Duration 4/1/14- 3/31/2015

June 2, 2014: Continued Personal Services Contract #30933-13/14 to the Commission meeting of June 16, 2014 so that the Sheriff's Department can provide proper notice to the Transport Workers Union Local 250A. (Vote of 5 to 0)

Recommendation: Adopt the report. Approve the request for proposed Personal Services Contract #30933-13/14; Notify the Office of the Controller and the Office of Contract Administration.

(12) Human Services Agency's Annual Report on Contracts Awarded under Personal Services Contracts with Continuing Approval—Personal Services Contracts Numbers 2000-08/09 through 2009-08/09. (File No. 0120-14-8) – Action Item

PSC#	Department	Amount	Type of Service	Duration
2000-08/09	Human Services Agency	Per Term \$7,500,00 Per Annual \$1,500,000	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009 – Continuing
2001-08/09	Human Services Agency	Per Term \$65,000,000 Per Annual \$13,000,000	Services include recruitment and support to perspective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	7/1/2009 – Continuing
2003-08/09	Human Services	Current Approved Amount \$160,000,000	Multiple contractors provide childcare services to low-income and CalWORKs families through partnerships with other state licensed providers in various identified target neighborhoods.	1/5/2009- Continuing

Civil Service Commission Meeting Agenda

Regular Meeting of June 16, 2014

2004-08/09	Human Services Agency	Per Term \$230,000,000 Per Annual \$46,000,000	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, Cal Works and/or low incomes.	7/1/2009 – Continuing
2005-08/09	Human Services	Current Approved Amount \$38,500,000	Provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES (Personal Assisted Employment Services) and other low-income individuals seeking employment.	7/1/2009 – Continuing
2006-08/09	Human Services Agency	Per Term \$25,415,000 Per Annual \$4,420,000	Support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing Security Services, planning and evaluation.	7/1/2009 – Continuing
2007-08/09	Human Services Agency	Per Term \$327,750,000 Per Annual \$57,000,000	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009 – Continuing
2008-08/09	Human Services Agency	Per Term \$75,750,000 Per Annual \$15,150,000	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009 – Continuing
2009-08/09	Human Services Agency	Per Term \$14,950,000 Per Annual \$2,600,000	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009 – Continuing

February 2, 2009:

Postponed Personal Services Contract Numbers 2000-08/09 through 2009-08/09 to the meeting of March 2, 2009 at the request of SEIU Local 1021. (Vote of 5 to 0)

March 2, 2009:

Postponed Personal Services Contract Numbers 2002-08/09; 2003-08/09 and 2005-08/09 to the meeting of March 16, 2009 at the request of SEIU Local 1021. The Commission stipulated this will be the last continuance granted. (Vote of 5 to 0)

Adopted the Human Resources Director's report on Personal Services Contract Numbers 2000-08/09; 2001-08/09, 2004-08/09, and 2007-08/09 through 2009-08/09 on the condition that: 1) IFPTE Local 21 and the Human Services Agency meet to discuss their concerns regarding funding options for the transition of work performed by Class 2819 and 2822 Health Educators and Assistant Health Educators back to the City, in conjunction with the Department of Public Health; 2) a written report on the progress submitted to the Civil Service Commission no later than six (6) months (September 7, 2009); and 3) Human Services Agency continue to meet and discuss in good faith with IFPTE Local 21 other classifications, the work of which could possibly be transitioned back to the City. (Vote of 5 to 0)



Jeff Kositsky
Director

MEMORANDUM

Date September 28, 2018

To Jeff Kositsky, Director

Through Gigi Whitley, Deputy Director for Administration and Finance
Thomas Chen, Manager, Finance
Gilda Kemper, Manager, Contracts

From Monique Colón, Contract Manager

Re AMEND GRANT AGREEMENT APPROVAL: EPISCOPAL
COMMUNITY SERVICES – HOUSING FIRST HOTELS

HSH Agreement # HSH17-18-122

Agreement Action 2nd Amendment

Agreement Term July 1, 2014 to June 30, 2020

Agreement Amount

Current	Amended	New
\$23,844,901	\$15,188,308	\$39,033,209
+\$2,151,036 (contingency)	+\$233,454(contingency)	+\$3,903,320(contingency)
\$23,661,440	\$16,707	\$42,936,530

Funding Source 100% General Fund

The Department of Homelessness and Supportive Housing (HSH) requests authorization to amend the existing grant with Episcopal Community Services for the provision of Housing First Hotels for the period of July 1, 2014 to June 30, 2020, in an additional amount of \$15,432,082. The addition of funds include a Cost of Doing Business (CODB); ongoing and one-time add-backs; and additional performance years. The new amount is \$39,033,209, plus a 10 percent contingency, for a total amount not to exceed of \$42,936,530.

Services to be Provided

The purpose of the grant is to provide support services, lease, and property management services to formerly homeless adults who reside in private Single Room Occupancy (SRO) residential units at the Alder, Crosby on O'Farrell, Elm, Hillsdale, and Mentone hotels. Grantee will provide services to 463 units. The goals of these services are to empower tenants to become self-sufficient and retain their housing or move to other appropriate housing, and maintain a safe, supportive and stable environment that fosters independence.

Selection

Grantee was selected through Notice of Funding Availability (NOFA) #592, which is valid until June 30, 2020.

Attachments

G-100, Grant Agreement or Amendment

Appendix A, Services to be Provided for the period of July 1, 2014 to June 30, 2018

Appendix A-1, Services to be Provided for the period of July 1, 2018 to June 30, 2020

Appendix B, Budget for the period of July 1, 2014 to June 30, 2020

Appendix C, Method of Payment

Appendix D, Interests in Other City Grants

Appendix E, Permitted Subcontractors

Appendix F, Additional Federal Funding Award Requirements

Appendix G, Dispute Resolution Procedure



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Kanishka Karunaratne Cheng *KKC*
RE: Grant Amendment – Episcopal Community Services - Lease, Supportive
Housing Property Management Services and Support Services-
Department of Homelessness and Supportive Housing - Not to Exceed \$
\$42,936,530
DATE: 10/30/2018

Resolution approving the second amendment to the grant agreement between the City and County of San Francisco and Episcopal Community Services to provide lease, supportive housing property management, and support services, to extend the grant agreement term by two years, for a total term of July 1, 2014 through June 30, 2020, and to increase the grant amount by \$16,707,139, for a total grant amount of \$42,936,530.

Should you have any questions, please contact Kanishka Karunaratne Cheng at 415-554-6696.

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BOARD OF SUPERVISORS
SAN FRANCISCO
2018 OCT 30 PM 2:08
[Signature]

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Episcopal Community Services	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) The Rt. Rev. Marc Handley Andrus, Chair David D. Cooke, President Andrea Clay, Vice-President, Secretary Yvonne Tatsuno, Vice-President, Treasurer Mary Elizabeth (Beth) Stokes, Executive Director Christopher R. Ball Todd Clayter Cort Cortez Sedgwick C. Dienst Keith Geeslin Richard Gill Dr. Martin C. Jones Frederic Knapp Gordon Leong Rita Mouton-Patterson Megan Robershotte The Rev. Dr. Susanna Singer Richard Springwater Kirby Brooks Todd S. Hassan Zaidi	2) Mary Elizabeth (Beth) Stokes, CEO ERIC LARRA, CFO COO – NA 3) NA 4) Caritas Management Corporation 5) NA
Contractor address: 165 Eighth Street, 3rd Floor San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: \$40,364,537
Describe the nature of the contract that was approved: Supportive housing property management and supportive services at the Alder, Crosby, Elm, Hillsdale and Mentone hotels.	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves Board of Supervisors

Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information *(Please print clearly.)*

Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

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