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14	CITY AND COUN	TY OF SAN FRANCISCO				
15		DECLIECT TO CONTROL I ED EOD				
16	In the matter of:	REQUEST TO CONTROLLER FOR APPOINTMENT OF HEARING OFFICER				
10						
17		UNDER SAN FRANCISCO				
	PROVIDENCE FOUNDATION OF	ADMINISTRATIVE CODE CHAPTER 28;				
18	SAN FRANCISCO, a California Non-					
10	Profit Corporation.	COUNTS AND ALLEGATIONS SEEKING				
19		DEBARMENT;				
20		ODDED OF CUCDENCION.				
20		ORDER OF SUSPENSION;				
21		EXHIBITS IN SUPPORT OF COUNTS AND				
		ALLEGATIONS AND ORDER OF				
22		SUSPENSION;				
22		SUSPENSION;				
23		PROOF OF SERVICE.				
24		TROOF OF SERVICE.				
25						
26	David Chiu, City Attorney of the Cit	y and County of San Francisco ("City" or "San				
26	Francisco") acting as charging official unde	er Sections 28.1 and 28.2 of the San Francisco				
27	Francisco"), acting as charging official under Sections 28.1 and 28.2 of the San Francisco					
	Administrative Code, issues the following COUNTS AND ALLEGATIONS SEEKING					
28	· · · · · · · · · · · · · · · · · · ·					

DEBARMENT and ORDER OF SUSPENSION to Providence Foundation of San Francisco, a non-profit corporation ("**Providence**") for committing willful misconduct in connection with one or more City grants. As detailed below, Providence has approved, presented to the City, and received from the City more than \$100,000 based on fraudulent invoices. These actions have not only breached Providence's grant agreement with the City and misled the City into paying for work that was never completed, but they deprived vulnerable San Franciscans of critical services that the City earmarked for their benefit.

### REQUEST FOR APPOINTMENT OF HEARING OFFICER

The City Attorney requests that the City Controller appoint a hearing officer for debarment proceedings against Providence.

Under Section 28.6(a) of the San Francisco Administrative Code, within 15 business days after receiving these Counts and Allegations, Providence may submit a written request for an administrative hearing. If Providence fails to do so within this period or if having done so fails to appear, then in either instance under Section 28.7 Providence shall be deemed to have admitted the truth of these Counts and Allegations: "Failure of the Contractor to submit to the City a written request to be heard within the time required by this Chapter 28, or failure of the Contractor or the Contractor's representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by the Contractor to the Counts and Allegations." (San Francisco Administrative Code § 28.7.)

As set forth in the enclosed SUSPENSION ORDER, while these debarment proceedings are pending, Providence is SUSPENDED, and prohibited from participating in the procurement process for, or entering into, new contracts or grants, or subcontracts or subgrants with the City, at any level. For clarity, this SUSPENSION ORDER does not automatically cancel or otherwise terminate Providence's current grant agreements or other contracts with the City, but it may be grounds for the City to cancel any or all of those existing grants or other contracts. (*See* San Francisco Administrative Code § 28.11(c).)

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### I. INTRODUCTION

This proceeding is based on false claims that Providence submitted for exterior painting and removal of deadbolts at a shelter for families experiencing homelessness known as the Oasis Inn at 900 Franklin Street (the "Oasis"). Providence invoiced the City at least \$105,000 for work that was never performed. As a result, at least \$105,000 of City funds, intended to benefit vulnerable families, was not used for a proper purpose and has disappeared. The fraud was blatant and should have been obvious to anyone at Providence who had direct knowledge of Providence's operations at the Oasis and the Oasis' plainly visible physical condition; the "work" involved "exterior painting" of a facility that photographic evidence shows was never painted; and the removal of deadbolts that remain at the Oasis to this day. Indeed, a facilities report that the City commissioned after the Oasis had purportedly been painted, lists "exterior paint" as one of the shelter's most pressing needs.

The fraudulent invoices list a fabricated contractor's license number, and are in the name of Robert Lacy, Jr. and a business that Lacy registered in Alameda County called Will Do It Construction. For purposes of this charging document, Lacy and Will Do It Construction are referred to collectively as "Lacy." (Robert Lacy, Jr. has since become an employee of Providence and, per Providence's most recent payroll reports, is a current employee of Providence.) Lacy directed the fraudulent invoices to Kenisha Roach, Providence's Director of Operations. Providence's Executive Director, Patricia Doyle submitted the fraudulent invoices to the City electronically in 2022 for payment. In doing so, Doyle certified on behalf of Providence that the invoices were for eligible services performed. The funds at issue were apparently paid to Lacy. Where the funds ended up is immaterial to this debarment proceeding, because it is clear from the record that Providence's officers and directors requested reimbursement for work that was never completed.

As described below, Providence's submission of patently false invoices breached its grant agreement with the City and violated state and local law prohibiting the submission of false claims to the government. Accordingly, the City Attorney respectfully requests that the appointed hearing officer issue an order debarring Providence for the maximum term allowed

under Chapter 28 of the San Francisco Administrative Code.<sup>1</sup> In the meantime, Providence is suspended and barred from receiving new contracts or grants from the City.

On April 24, 2024, the City Attorney and Department of Homelessness and Supportive Housing ("HSH") issued a notice of default to Providence under its grant agreement for the Oasis based on the false invoices, and the City Attorney requested a detailed response by April 30, 2024. In response to the City Attorney's notice of default, Providence's new legal counsel requested a 30-day extension to answer. The City's investigation of Providence is continuing, and the City may bring additional counts and allegations or initiate other legal proceedings based on the same or new evidence. Regardless of whether the City does so, the counts and allegations in this motion are sufficient to support debarment and immediate suspension for the reasons set forth below.

### II. BACKGROUND FACTS

### A. Background re Providence, the party to be Suspended and Debarred.

Providence is a California non-profit corporation based in San Francisco, entity number 1992970, that registered with the California Secretary of State on October 28, 1996. **Exhibit 1** [Articles of Incorporation]. Providence was incorporated in 1996 by James Blanding. *Id.* Blanding currently serves as president of Providence's board of directors. **Exhibit 2** [printout of Providence website https://www.providencefoundationsf.org/about-us].

Providence currently holds multiple grants, both directly or indirectly, with the City. In particular, Providence operates the Oasis under Grant Agreement 1000020746 dated January 1, 2021 (the "Agreement"). See Exhibit 3 [Oasis Grant Agreement and Amendments]. In addition to operating the Oasis, Providence receives City funds to operate: (i) a Navigation Center at 1950 Mission Street, (ii) a temporary storage facility for people experiencing homelessness, (iii) a Flexible Housing Subsidy Pool program at 4601 Third Street to place adults into subsidized housing leased on the private market; (iv) an Emergency Housing Voucher program at 1218 Mendell Street to place at-risk and homeless families into subsidized housing

<sup>&</sup>lt;sup>1</sup> Unless otherwise noted, all references in this Order of Suspension and Counts and Allegations are to Chapter 28 of the San Francisco Administrative Code.

leased on the private market; and (v) support services at Armstrong Place Senior Living at 5600 3rd Street to help formerly homeless and income-eligible seniors to improve their health and retain their housing.

Since 2019 and at all times relevant to the counts and allegations in this motion, Patricia Doyle has served as Providence's Executive Director. She reports to Providence's Board of Directors. Doyle has signature authority to submit and certify invoices to the City for reimbursement on Providence's grants. Doyle's signature authority extends to HSH's web-based Contracts Administration, Reporting, and Billing Online system ("CARBON"), which is the contracts software HSH uses to submit, certify, and review invoices.

During the relevant period, Providence had no Chief Financial Officer, Controller, or inhouse financial department. Oliver & Associates, a husband and wife accounting firm based in Texas, acts as Providence's accountant. Both Charles and Laurietta Oliver had signature authority to submit invoices on behalf of Providence through CARBON, but neither has accessed the platform in the last five years. *See* **Exhibit 4** [CARBON user details].

Since 2019 and at all times relevant to these counts and allegations, Kenisha Roach served as Providence's Director of Operations, reporting directly to the Executive Director. Roach has program access to CARBON. She does not have signature authority to submit invoices for reimbursement.

Lacy, who purportedly performed the work as an outside contractor on the false invoices, began working as a Client Engagement Manager for Providence in November 2023, more than a year after HSH reimbursed the false claims in his name. Beginning in spring of 2024, Providence promoted Lacy to an Assistant Site Manager position at the Central Waterfront Navigation Center.

## B. Background re Providence's Agreement to operate and maintain the Oasis Family Shelter and act in good faith.

Providence receives most of its City funding from HSH. All of the false invoices that serve as a basis for this debarment motion were reimbursed by HSH with City funds. As previously mentioned, the Agreement involves funding to Providence for time-limited and as

needed temporary shelter and support services at the Oasis for families experiencing homelessness. **Exhibit 3** at p. 33 (Appendix A, § I). The Oasis is operated out of a former motel. Under the Agreement, Providence agreed to operate the Oasis and ensure the health and safety of participants, as well as the security, cleanliness, and maintenance of the site. *Id.* at pp. 33-34 (Appendix A, § IV). Service objectives include maintaining an average unit utilization rate of at least 90%. *Id.* at p. 37 (Appendix A, § VII).

Article 5 and Appendix C of the Agreement set forth processes for the use and distribution of grant funds. Providence must use Grant Funds only for eligible expenses included in the HSH-approved budget "and for no other purpose." *Id.* at p. 7 (§ 5.2). Providence must also submit funding requests on a regular schedule in a format set by the City, and can only submit them by individuals specifically authorized by Providence's Executive Director (or Chief Financial Officer, but, as mentioned above, Providence did not have anyone in that position). *Id.* at p. 48 (Appendix C, § B2). The Agreement expressly provides that Providence's submission of an invoice by its designated authorized personnel constitutes Providence's electronic signature and certification of the invoice. *Id.* at p. 49 (Appendix C, § B3).

Section 8.3 of the Agreement requires truthful reporting in connection with funding requests:

**No Misstatements**. No document furnished or to be furnished by Grantee to 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.

Id. at p. 12 (§ 8.3). The Agreement explicitly prohibits Providence from submitting false claims to the City. A false claim is defined both as a knowing submission of a false funding request, and the failure to report or disclose a false claim once a party becomes aware of the falsity:

**Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of

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

*Id.* at p. 10 (§ 6.7). The Agreement also includes an anti-nepotism provision, which states that "[n]ot 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." *Id.* at p. 12 (§ 8.4(b)).

Finally, the Agreement includes an HSH-approved budget for the Oasis shelter program. *Id.* at pp. 40-47 (Appendix B). The Agreement specifically prohibits Providence from seeking reimbursement for items not included in the approved budget. *Id.* at p. 7 (§ 5.2). The approved budget provided \$0 funding for "Capital Expenditure[s]" throughout the relevant time period. *Id.* at pp. 73-74, 77, 80, 82, 121-122, 125, 127. The approved budget for "Building Maintenance Supplies and Repair[s]" throughout the 2022 time period and at the time that Doyle certified Lacy's invoices was between \$0 and \$5,000. *Id.* at p. 83. As set forth below, Lacy's claims far exceeded that amount. In 2023, as part of a second amendment to the Agreement, HSH and Providence added \$98,907 to the budget retroactively for "Building Supplies and Repairs" for the period of July 1, 2022 through June 30, 2023. *Id.* at p. 124. But the retroactive addition of funds for building maintenance occurred well after Doyle certified Lacy's invoices in submitting them to the City.

Neither the Executive Director nor the Director of Operations worked directly at the Oasis. But the Director of Operations was regularly on-site to supervise employees, and the Executive Director occasionally attended events held at the Oasis. Both were on-site in October 2023 for a press conference. Both must have seen first-hand that the exterior of the Oasis was not painted in 2022.

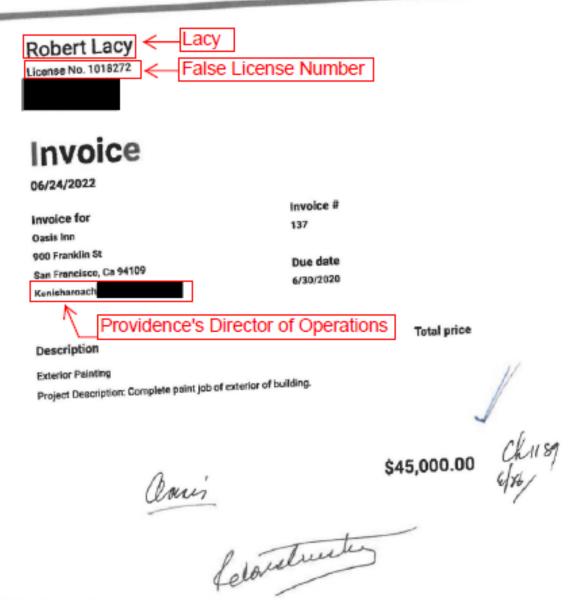
### C. Providence received at least \$105,000 for work that was not performed based on false invoices it submitted to the City from Lacy.

Providence fraudulently sought reimbursement from the City for maintenance, upkeep, and capital improvements at the Oasis purportedly performed by Lacy in the summer and fall of 2022, a year before Providence hired Lacy as an employee in November 2023. Providence submitted fake invoices for this work, certified to the City that the invoices were true and correct, and accepted reimbursement from the City once those invoices were paid. Providence's bank records indicate that checks from Providence to Lacy were in fact negotiated, although it is unclear where the funds were eventually deposited. **Exhibit 5** [negotiated checks]. At no point did Providence report the fraud to the City or reimburse or offer to reimburse the City.

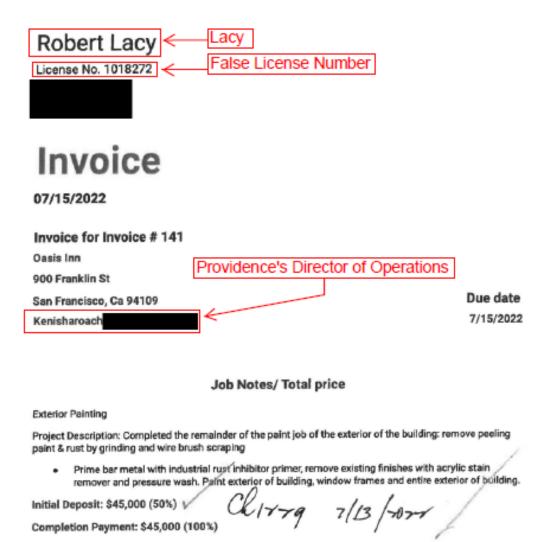
### 1. Invoices from Lacy for \$105,000 worth of "exterior painting" and "deadbolt lock removal."

Providence submitted funding requests to the City for June and July 2022 that included two invoices from Lacy for "Exterior Painting." *See* Exhibit 6 [excerpt of June 2022 Providence Statement of Service and Invoice with annotated invoice from Lacy]; Exhibit 7 [excerpt of July 2022 Providence Statement of Service and Invoice with annotated invoice from Lacy]. The painting invoices that Providence included in the funding requests to the City were addressed to Providence and its Director of Operations, and included the following descriptions of work:

"6/24/2022 . . . Exterior Painting . . . Complete paint job of exterior of building."
Exhibit 6 at p. 2.



"7/15/2022 . . . Exterior Painting . . . Project Description: Completed the remainder of the paint job of the exterior of the building: remove peeling paint & rust by grinding and wire brush scraping . . . Prime bar metal with industrial rust inhibitor primer, remove existing finishes with acrylic stain remover and pressure wash. Paint exterior of building, window frames, and entire exterior of building." **Exhibit 7** at p. 2.



Bldy Xenta

The painting invoices also included a fabricated contractor's license number. Both invoices list "License No. 1018272" below the name "Robert Lacy." The California Contractor's State License Board ("CSLB") database shows that a different and unrelated contractor operates under that number. In fact, Lacy is not licensed to do construction in California. The CSLB database has information for three individuals named "Robert Lacy" (and none for Robert Lacy Jr.); each of these individuals is associated with licenses that expired decades ago.

Two months after submitting the painting invoices, Providence submitted another invoice to the City from Lacy for "[d]eadbolt lock removal." **Exhibit 8** [excerpt of September 2022 Providence Statement of Service and Invoice with annotated invoice from Lacy].

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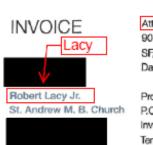
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### WILL DO IT CONSTRUCTION



Providence's Director of Operations

Attention: Kenisha Roach DOO Providence Foundation 900 Franklin St SF, CA 94109

Date: 9/20/2022

Project Title: Oasis P.O. Number: 001 Invoice Number: 1 Terms: 30 Days

laws

Description	Quantity	Unit Price	Cost	
Deadbolt lock removal	57	\$264	\$15,000	
(all prices include labor and materials)				
		Subtotal	\$15,000.00	
name and but arrange property and a second	Tax	0.00%	\$ 0.00	
		Total	\$15,000.00	

Thank you for your business, it was a pleasure working with you on your project! Sincerely yours,

Robert Lacy

#### 2. Providence falsely certified to the City that the invoices were true and correct and within the approved budget.

Providence's Executive Director submitted Lacy's invoices through HSH's CARBON system as part of three funding requests to the City for reimbursement. Exhibit 9 [annotated CARBON funding request certifications for June, July and September 2022]. Each funding request included the following certification:

> I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated (emphasis added).

*Id.* at pp. 7, 12, 19. Based on these certifications, HSH approved the funding requests. Oliver & Associates, Providence's Texas accountants, did not access CARBON during the relevant period.

Nor – even if they would have accessed that system – did they have any apparent way to independently verify that the work had actually been completed.

### 3. The invoices from Lacy were false.

The exterior painting and deadbolt removal described in Lacy's invoices dated June through September 2022 were never actually performed at the Oasis. Shortly after Providence submitted the false invoices, the City commissioned a Physical Needs Assessment of the Oasis property (the "April 2023 Assessment"). Exhibit 10 [April 2023 Physical Needs Assessment]. This report was based on an inspection conducted on March 6, 2023, shortly after the painting and deadbolt removal were supposedly completed. *Id.* at p. 4. The April 2023 Assessment confirms that the exterior painting invoiced by Providence was never done. The City Attorney's investigation, which includes photographic evidence, also confirms that the shelter's exterior paint was never updated and the deadbolts were never removed. Providence's Executive Director had to know the invoices were false. At the very least, Providence's Executive Director submitted and certified these invoices in reckless disregard of their falsity.

### a. Painting

The April 2023 Assessment, which was, again, based on an inspection carried out after the purported exterior painting, describes the "overall condition" of the Oasis and specifically the building's "exterior siding and trim" as "fair to poor." *Id.* at pp. 8, 18. In its list of recommended "capital improvements" that should be performed "as soon as possible," the report categorizes "exterior painting" as an "immediate need[]." *Id.* at pp. 8-9, 32-33.

The April 2023 Assessment also includes photos of the exterior that, when compared with photos taken before the date of painting in the false invoices that Providence submitted to the City, show that the work was never done. Witnesses and City investigators can confirm that the exterior of the building was not painted in the summer of 2022. As of April 9, 2024, the exterior remains unpainted and, upon visiting the site, representatives of Providence must have seen that.



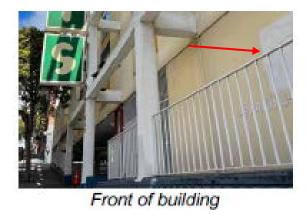


Figure 1: Photo of exterior taken May 2022 (Exhibit 11).

Figure 2: Photo from April 2023 Assessment (Exhibit 10 at p. 18).

For example, **Figure 1** is an image taken in May 2022, one month before Lacy allegedly began painting the building. Note the white patch where newer paint appears to have been applied. **Figure 2**, from the April 2023 Assessment – taken after the supposed "exterior painting" – shows the same white patch.

As another example, **Figure 3** is a collection of exterior photographs taken in April 2024 that shows the current state of the exterior. It is clear from these photographs that Lacy's July 2022 scope of work – which included removal of "peeling paint & rust by grinding and wire brush scraping" and removal of "existing finishes" (**Exhibit 7** at p. 2) – was never completed. The white patch visible before the alleged painting is still visible.





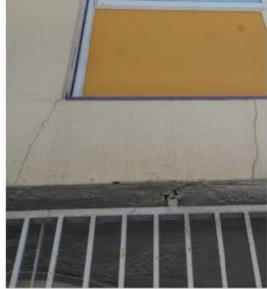


Figure 3: Photos of exterior taken April 2024 (Exhibit 12).

### b. Deadbolts

The \$15,000 invoice from Lacy for "[d]eadbolt lock removal" was also false. **Exhibit 8** at p. 2. Photographs taken of the doors in April 2024 shows deadbolt locks still in the doors:





Figure 1: Photos of deadbolts taken April 2024 (Exhibit 13).

Providence employees – not Lacy – removed chain locks at the Oasis Family Shelter in 2022 so that staff could enter rooms in the event of an emergency. More importantly, the deadbolts were never removed; staff have a master key that can unlock any deadbolt in the event of an emergency. A Senior Investigator for the City Attorney's Office observed deadbolts on the doors of the Oasis Family Shelter as recently as April 9, 2024.

### D. Providence has violated numerous other provisions of the Agreement.

The foregoing fraud and misstatements, alone, justify debarment for the full five years allowed under City law. But Providence engaged in a range of other troublesome conduct at the Oasis and, in doing so, Providence violated the Agreement and consistently failed to meet the Agreement's key performance terms.

Over the past year, beginning March 10, 2023, the City has sent to Providence at least six corrective action letters or other notices of non-compliance. **Exhibit 14** [March 10, 2023 HSH letter]. These letters identified 10 categories of fiscal mismanagement and poor performance:

- Providence recorded guests and staff in private offices without their consent during confidential client conversations. **Exhibit 15** [December 6, 2023 HSH letter], at p. 2. This conduct, set forth in HSH's December 6, 2023 corrective action letter, violated, among other things, California Penal Code Sections 630 *et seq*.
- Wage Theft: Providence allegedly engaged in wage theft from employees. This
  conduct, identified in the same December 6, 2023 corrective action letter, allegedly
  included failing to provide holiday pay and making inaccurate and inadequate wage
  disbursements. *Id.* at p. 1.
- Nepotism: Providence violated the Agreement's anti-nepotism provision by hiring members of at least seven different families, including a child of the Board Vice President. This conduct, which Providence admitted to in response to the December corrective action letter from HSH, included employing two of the Executive Director's children. See Exhibit 16 [List of family member officers and employees]; see also Exhibit 15 at pp. 1-2. One was a paid consultant in December 2023 and January 2024. Exhibit 16. The other was on payroll from June through November 2022.
- Federal and State Registration: Providence failed to maintain compliance with federal and state contracting requirements, including registration in the federal System for Award Management database and delinquency on the California Office of Attorney General Registry of Charitable Trusts. This conduct was outlined in HSH's May 24, 2023 corrective action letter. Exhibit 17 [May 24, 2023 HSH letter], at pp. 1-2.
- **Unauthorized Costs**: Providence requested reimbursement for costs beyond those authorized by the City, including \$133,417 in extra security costs for the Oasis. This

conduct, set forth in the same May 2023 letter, was in addition to the unauthorized painting and deadbolt invoices outlined in the foregoing sections. *Id.* at pp. 2-3.

- Unauthorized Employees: Providence requested reimbursement for costs for an employee position that the City had previously advised would not be reimbursed.
   This conduct was set forth in HSH's November 3, 2023 letter regarding unapproved costs. Exhibit 18 [November 3, 2023 HSH letter].
- Failing to Meet Program Goals: Providence consistently failed to satisfy the 90% occupancy rate at the Oasis required under the Agreement, as set forth in HSH's October 10, 2023 corrective action letter. Exhibit 19 [October 10, 2023 HSH letter], at p. 4.
- Billing Staff Time to the Incorrect Program: Providence billed staff time to programs other than those they are assigned to work, as set forth in the May 2023 letter. Exhibit 17 at pp. 3-4; see also Exhibit 19 at pp. 2-3.
- Lack of Responsiveness: Providence failed to respond to City staff in a timely
  manner. This conduct was set forth in the May 2023 letter, and included failure to
  respond to document requests related to fiscal monitoring. Exhibit 17 at pp. 4-5; see
  also Exhibit 19 at pp. 3-4.
- **Hiring Staff Without Approval**: Providence hired staff for positions without required approval from the City, as set forth in HSH's October 10, 2023 corrective action letter. **Exhibit 19** at p. 2.

### III. PROVIDENCE SHOULD BE DEBARRED

The fraudulent conduct set forth above justifies debarment for the full term allowed under the San Francisco Administrative Code. "Debarment" is "[t]he administrative determination against a Contractor declaring such Contractor irresponsible and disqualified from participating in the procurement process for contracts, or from entering into contracts, directly or indirectly, with or applying for or receiving grants or other benefits from the City for a period specified in the Debarment order." (San Francisco Administrative Code § 28.1.) Individuals or business

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entities that are Contractors are debarred upon a finding of "willful misconduct" as to any City grant or contract. (San Francisco Administrative Code § 28.3(a).)

While these Counts and Allegations are a sufficient basis to suspend and debar Providence, they may not include all instances of Providence's misconduct. The City reserves the right to submit at an administrative hearing additional evidence demonstrating Providence's misconduct and to bring additional counts and allegations against Providence, its principals, or other contractors regarding other conduct.

### A. Providence is a Contractor subject to Debarment under Chapter 28.

Chapter 28 of the San Francisco Administrative Code (**Exhibit 20**) defines a "Contractor" to include any individual person, business entity, or organization that applies for or receives a grant from the City. (San Francisco Administrative Code § 28.1.) The definition of "Contractor" specifically includes a "grantee" as well as any "Contractor, subcontractor, consultant, subconsultant or supplier at any tier." (*Id.*) The term "Contractor" also includes corporate officers and managers who supervise or perform the work prescribed by the City contract or grant. (*Id.*) Providence is a "Contractor," because it received grant funds from the City, both directly and indirectly.

### B. Providence engaged in willful misconduct as defined by Chapter 28 of the Administrative Code.

The Administrative Code provides in pertinent part that a contractor shall be debarred upon a finding of:

any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts or grants, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation or plea agreement establishing the Contractor's violation of any civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply

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with the terms and conditions of a City contract or grant; (7) an order, decision, verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's intentional or willful violation of any civil or criminal law or regulation governing wages or unfair labor practices, including, but not limited to, violations under California Labor Code sections 98.1, 1771.1 and 1775, San Francisco Administrative Code Chapters 12P, 12R.4, 12W and 14, and 29 U.S.C. § 158(a); (8) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (9) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.

(San Francisco Administrative Code § 28.3 (a).)

This is a non-exclusive list that requires only that Providence fall under one of the nine enumerated prongs. Providence's conduct supports debarment under each of at least four prongs:

- subdivision (2) "failure to comply with the terms of a contract or with provisions of the Municipal Code";
- subdivision (3) "a pattern and practice of disregarding or repudiating terms or conditions of City contracts, including without limitation repeated unexcused delays and poor performance";
- subdivision (5) "submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws"; and
  - subdivision (8) "collusion in obtaining award of any City contract or grant, or payment or approval thereunder."
    - Count 1: Failure to comply with the terms of the Agreement and the 1. Municipal Code.

"Willful misconduct" by a Contractor includes the "failure to comply with the terms of a contract or with provisions of the Municipal Code." (San Francisco Administrative Code § 28.3(a)(2).). The fraudulent conduct and misstatements described in Sections IIB-D of these Counts and Allegations demonstrates a failure to comply with contract provisions. Specifically, this conduct violates the Agreement's prohibitions on misstatements (Section 8.3) and submission of false claims (Section 6.7), and obligations to submit truthful funding requests and

use grant funds solely for eligible and budgeted expenses (Section 5.2 and Appendices B-C).

### Exhibit 3.

Providence's dishonesty and misstatements also violated the City's municipal code. Specifically, Chapter 21G of the San Francisco Administrative Code requires that grantees deal in good faith with the City. Section 21G.7(f)(1) states:

Each Grant Agreement shall include a covenant of good faith and fair dealing requiring Grantees at all times to act in good faith with the City and to submit claims, requests for equitable adjustments, requests for Grant modifications, or requests of any kind seeking increased compensation under a Grant, only upon a good-faith, honest evaluation of the underlying circumstances and a good-faith, honest calculation of the amount sought.

Providence's submission of false invoices, as set forth in Sections IIB-C of these Counts and Allegations, violated this provision of the San Francisco municipal code, which is itself an independent ground for debarment.

Providence's misstatements and false claims are alone enough to justify debarment. But Providence's many additional violations of the Agreement as described in Section IID of these Counts and Allegations also support the City's case for debarment. As set forth in Section IID of these Counts and Allegations, Providence breached numerous other provisions of the Agreement.

## 2. Count 2: Pattern and practice of disregarding the terms of the Agreement.

"Willful misconduct" by a Contractor includes the "a pattern and practice of disregarding or repudiating terms or conditions of City contracts, including without limitation repeated unexcused delays and poor performance." (San Francisco Administrative Code § 28.3(a)(2).) The conduct described in Sections IIB-D of these Counts and Allegations, taken together, constitutes a pattern and practice of disregarding the terms of the Agreement. As set forth in Exhibit 3 and Section IIB of these Counts and Allegations, Providence was obligated to comply with the following terms of the Agreement:

- Section 5.2: The obligation to use grant funds solely for eligible expenses;
- Section 6.7: The prohibition on false claims;
- Section 8.1: Maintenance of valid nonprofit status;

- Section 8.3: Prohibition on misstatements;
- Section 8.4(b): The anti-nepotism provision;
- Appendix A (Services to be Provided): The obligation to provide adequate services to the target population, including the obligation to maintain least 90% percent utilization rate;
- Appendix B (Budget): The obligation to expend funds in line with the approved budget; and
- Appendix C: (Method of Payment): The obligation to submit truthful invoices with proper supporting documentation and certification.

As set forth in Section IIC of these Counts and Allegations, Providence submitted to the City invoices for work that was never completed, in violation of Sections 5.2, 6.7, 8.3 and Appendices A-C of the Agreement. As set forth in Section IID of these Counts and Allegations, Providence breached numerous other provisions of the Agreement, including the anti-nepotism provision and the obligation to maintain a 90% utilization rate.

### 3. Count 3: Submission of false claims

"Willful misconduct" by a Contractor also includes the "submission of false claims as defined in this Administrative Code...or other applicable federal, state, or municipal false claims laws." (San Francisco Administrative Code § 28.3(a)(5).) Beginning no later than July 12, 2022, Providence submitted to the City at least three false invoices as defined in both the Administrative Code and state law.

The conduct described in Sections IIB-D of these Counts and Allegations violates multiple provisions of state and local law prohibiting false claims. The Administrative Code requires all contractors and subcontractors to "submit claims...or requests of any kind seeking increased compensation on a City contract only upon a good faith, honest evaluation of the underlying circumstances and a good-faith, honest calculation of the amount sought." (San Francisco Administrative Code § 21.35(a).) Liability under the Administrative Code for submitting a false claim can be established where a Contractor did, any of the following: (1) knowingly presented or caused to be presented a false claim for payment or approval by the City,

(2) knowingly made or used a false record to receive payment or approval of a false claim by the City, or (3) inadvertently benefitted from the submission of a false claim to the City and failed to disclose the false claim within a reasonable time following the discovery of the claim's falsity. (San Francisco Administrative Code § 21.35(a)(1-5).)

The California False Claims Act ("CFCA") provides that an entity violates the CFCA when it "[k]nowingly...causes to be presented a false or fraudulent claim for payment or approval." (Cal. Govt. Code § 12651(a)-(b).) A "claim," under the CFCA, includes a "request or demand for money" presented to a local government entity. (Cal. Govt. Code § 12650(b)(1).)

Specific intent to defraud the City is not required. A false claim under the CFCA is knowingly presented to a government entity when there is (1) actual knowledge the claim is false, (2) the individual acts in deliberate ignorance of the falsity of the claim, or (3) the individual acts with reckless disregard of the falsity of the claim. (Cal. Govt. Code § 12650(b)(3).) Whether or not a claim is presented directly to a government entity is irrelevant under the CFCA. A claim is false when it has a "natural tendency to influence agency action or is capable of influencing agency action." (San Francisco Unified School Dist. ex rel. Contreras v. Laidlaw Transit Inc., (2010) 182 Cal.App.4th 438, 454, quoting City of Pomona v. Superior Court, (2001) 89 Cal.App.4th 793, 802.)

"The Legislature designed the CFCA 'to prevent fraud on the public treasury,' and it 'should be given the broadest possible construction consistent with that purpose.' In other words, the CFCA 'must be construed broadly so as to give the widest possible coverage and effect to the prohibitions and remedies it provides.'" (San Francisco Unified Sch. Dist. ex rel. Contreras v. First Student, Inc., (2014) 224 Cal.App.4th 627, 638 (citation omitted).)

Here, Providence, through its Executive Director and Director of Operations, knowingly presented or caused to be presented to the City multiple false claims for payment and approval. The claims totaling more than \$100,000 were materially false, because the work described in the invoices was not actually performed, and it was readily visible that the work was not performed, as set forth in Sections IIB-C of these Counts and Allegations.

### 4. Count 4: Collusion in obtaining payment or approval.

"Willful misconduct" by a Contractor also includes "collusion in obtaining award of any City contract or grant, or payment or approval thereunder." (San Francisco Administrative Code § 28.3(a)(8).)

Collusion has been variously defined as (1) "a deceitful agreement or compact between two or more persons, for the one party to bring an action against the other for some evil purpose, as to defraud a third party of his right"; (2) "a secret arrangement between two or more persons, whose interests are apparently conflicting, to make use of the forms and proceedings of law in order to defraud a third person, or to obtain that which justice would not give them, by deceiving a court or its officers"; and (3) "a secret combination, conspiracy, or concert of action between two or more persons for fraudulent or deceitful purposes."

(Andrade v. Jennings, 54 Cal.App.4th 307, 327 (1997) (citation omitted).)

Here, Providence and its officers colluded with each other and with Lacy (then a contractor) to obtain payment for exterior painting and deadbolt removal that was never done. This collusion is set forth in Sections IIB-C of these Counts and Allegations.

### IV. REQUEST FOR FINDINGS AND ORDER OF DEBARMENT

For all of the reasons set forth in these Counts and Allegations, the City Attorney, as Charging Official, respectfully requests that the hearing officer issue an ORDER finding that:

- (i) Providence has committed willful misconduct, as that term is defined in Section 28.3 of the San Francisco Administrative Code;
- (ii) Providence is DEBARRED, which means that Providence is irresponsible and disqualified from participating in the procurement process for contracts, or from entering into contracts, directly or indirectly, with or applying for or receiving grants or other benefits from the City, for the maximum period allowed (San Francisco Administrative Code § 28.1); and

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1	(iii) the period of debarment shall remain in place for five years beginning May 6,
2	2024 and ending May 6, 2029.
3	2021 and onding May 6, 2029.
4	Dated: May 6, 2024
5	
6	By: David Chui
7	DAVID CHIU
8	City Attorney and Charging Official
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### **ORDER OF SUSPENSION**

For the reasons set forth in the foregoing Counts and Allegations, the City Attorney, as Charging Official, SUSPENDS Providence Foundation of San Francisco, a non-profit corporation ("**Providence**"). This Order of Suspension is self-executing; it is in effect from today's date until the Charging Official or a Hearing Officer lifts or terminates the suspension, or issues an order of debarment under Section 28.10 of the San Francisco Administrative Code ("**Suspension Order Term**"). During the Suspension Order Term, Providence is prohibited from participating in any contract or grant at any tier, directly or indirectly, with or for the City. (San Francisco Administrative Code § 28.11(c).) As of the date of this Order, any department head, board, or commission may cancel any existing contract or grant with Providence or direct the cancellation of an existing subcontract to which Providence is a party. (*Id.*)

San Francisco Administrative Code Section 28.3(b) states:

**Suspension.** Any Charging Official may issue an Order of Suspension to a Contractor on the basis that the Contractor has . . . become the subject of a[n] . . . administrative complaint issued by a government entity, where the . . . administrative complaint alleges that the Contractor has violated a civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).

The foregoing Counts and Allegations are an administrative complaint in which the City Attorney alleges violations of civil and criminal law against a government entity relevant to Providence's ability or capacity to honestly perform. The Counts and Allegations include at least four specific grounds for Debarment:

COUNT 1: Failure to comply with the terms of the Agreement and the City's Municipal Codes (San Francisco Administrative Code § 28.3(a)(2));

COUNT 2: Pattern and practice of disregarding the terms of the Agreement (San Francisco Administrative Code § 28.3(a)(3));

COUNT 3: Submission of false claims to the City in violation of state and local law (San Francisco Administrative Code § 28.3(a)(2)); and

COUNT 4: Collusion in obtaining payment or approval (San Francisco Administrative Code § 28.3(a)(8.)).

Because any of these counts, if true, would justify debarment, they also justify immediate suspension. (San Francisco Administrative Code Section 28.3(b)). Immediate suspension is especially appropriate in this case given the seriousness of the conduct outlined in the Counts and Allegations.

### IT IS SO ORDERED

Dated: May 6, 2024

**CHARGING OFFICIAL** 

**DAVID CHIU** 

San Francisco City Attorney

David Chin

1 2	In the matter of:		EXHIBITS IN SUPPORT OF COUNTS AND ALLEGATIONS AND ORDER OF SUSPENSION.	
3	PROVIDENCE FOUNDATION OF			
4	SAN FRANCISCO, a California Nonprofit Corporation.			
5				
6 7	Exhibit 1:	Articles of Incorporation file	d October 28, 1996.	
	Exhibit 2:	Web page https://www.provi	dencefoundationsf.org/about-us.	
8	Exhibit 3:	Grant number 1000020746 with first, second and third amendments.		
9	Exhibit 4:	CARBON user list.		
10	Exhibit 5:	Negotiated checks to Lacy.		
11 12	Exhibit 6:	Excerpt of June 2022 Providence Statement of Service and Invoice with annotated invoice from Lacy.		
13	Exhibit 7:	Excerpt of July 2022 Providence Statement of Service and Invoice with annotated invoice from Lacy.		
14 15	Exhibit 8:	Excerpt of September 2022 Providence Statement of Service and Invoice with annotated invoice from Lacy.		
16	Exhibit 9:	Annotated funding request certifications.		
17	Exhibit 10:	Physical Needs Assessment for 900 Franklin Street.		
18	Exhibit 11:	May 2022 image of Oasis Inn exterior.		
19	Exhibit 12:	April 2024 images of Oasis Inn exterior.		
20	Exhibit 13:	April 2024 images of interior doors.		
21	Exhibit 14:	March 10, 2023 HSH Corrective Action Letter.		
22	Exhibit 15:	December 6, 2023 HSH Corrective Action Letter.		
23	Exhibit 16:	December 24, 2023 list of family member officers and employees.		
24	Exhibit 17:	May 24, 2023 HSH Corrective Action Letter.		
25	Exhibit 18:	November 3, 2023 HSH Notice of Disapproved Cost.		
26	Exhibit 19:	October 10, 2023 HSH Corrective Action Letter.		
27	Exhibit 20:	San Francisco Administrative Code Chapter 28.		

## EXHIBIT 1

In the effice of the Secretary of State of the State of Campania

## ARTICLES OF INCORPORATION of PROVIDENCE FOUNDATION OF SAN FRANCISCO

OCT 2 8 1996

BILL JONES, Secretary of State

### ARTICLE I

The name of this corporation is PROVIDENCE FOUNDATION OF SAN FRANCISCO.

### ARTICLE II

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.

### ARTICLE III

The specific purpose of this corporation is to improve the quality of life in low-income communities and empower individuals to become self-reliant by providing programs, services, education, and training.

### ARTICLE IV

The name and address in the State of California of this corporation's initial agent for service of process is Mr. James Blanding, 1674 Revere Avenue, San Francisco, California.

### ARTICLE V

This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

### ARTICLE VI

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of

PROVIDENCE FOUNDATION OF SAN FRANCISCO
Articles of Incorporation
page 1

Exhibit 1 Page 1 of 4 statements) on behalf of, or in opposition to, any candidate for public office.

### ARTICLE VII

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

### ARTICLE VIII

Upon the dissolution of winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusive for charitable purposes and which has established its taxexempt status under Section 501(c)(3) of the Internal Revenue Code.

Date: August /6, 1996

James Blanding, Incorporator

PROVIDENCE FOUNDATION OF SAN FRANCISCO
Articles of Incorporation
page 2





FRANCHISE TAX BOARD
P.O. BOX 1286
RANCHO CORDOVA, CA. 95741-1286
October 28, 1996

In reply refer to 755:G :EMM

PROVIDENCE FOUNDATION OF SAN FRANCISCO 1601 MCKINNON SAN FRANCISCO CA 94124-0000

Purpose : CHARITABLE

Code Section : 23701d

Form of Organization : Corporation Accounting Period Ending: December 31

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

October 28, 1996 PROVIDENCE FOUNDATION OF SAN FRANCISCO Page 2

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

E DIALA EXEMPT ORGANIZATIONS PROCESSING SERVICE BUREAU Telephone (916) 845-4186

EO :

## EXHIBIT 2



The Providence Foundation of San Francisco (PFSF) is the nonprofit philanthropic arm of Providence Baptist Church, a 2,000-member cornerstone of the predominately African-American Bay View Hunters Point (BVHP) community of San Francisco for 65 years. Founded by members of the congregation in 1996, the Providence Foundation obtained its 501(c)3 status September 1997 to establish programs that would help to improve the quality of the residents of the Bay View Hunters Point community. The services provided by the Foundation demonstrate a concern for community issues as well as the ability to meet community needs.

Learn more about Providence Baptist Church here,

Providence Foundation's current programs offer a variety of supportive services for children, families, seniors, and the homeless in the BVHP community. While several of the programs focus on youth services, the needs of very low-income seniors, including minority seniors and the fail or disabled elderly, are the central focus of the Foundation's Senior Housing Project started in 2006, now complete and ready for occupancy of 50 low-income seniors.

#### **Board of Directors:**

James Blanding, President Bernadetta Anthony, Vice President Alpha Bule Lanita Williams, Secretary/Treasurer G.L. Hodges Rev. Dr. Leroy Adams Jr. Qlana Davis

#### In-house Staff:

#### Administration Office

4601 Third Street San Francisco, CA 94124 Main: 415.206.0263 Fax: 415.206.9284

Patricia Doyle Executive Director

Silvester Nobleza Executive Assistant

### Program Office/Staff

Kenisha Roach Director of Programs Operations

Monica Henderson Director of Housing/Placement (HOM)

Main: 415.642.0234 Fax: 415-642-0156

### Programs

Central Waterfront Navigation Center Scotty Manley

Scotty Manley Site Manager

Bayview Hill Gardens Tiffany Davis

Youth Services Coordinator

Armstrong Place Senior Housing Rodel Ramos Case Manager

cuse Hanager

Service Coordinator

n it of

Providence Storage Supervisor -Myron Miller Sr.

Oasis Family Shelter Site Manager- Khalillah Hill



### **Our Vision**



Through the power of collaboration and service, we empower disenfranchised individuals and families to achieve their full potential.

CONTACT US

ww.providencefoundationsf.org

FOLLOW US

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SUPPORT US

Donate

## EXHIBIT 3

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

# GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and PROVIDENCE FOUNDATION OF SAN FRANCISCO

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

### RECITALS

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

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

WHEREAS, the Department procured these portion of the services pursuant to the Local Emergency declared by Mayor London Breed dated February 25, 2020, and the subsequent supplemental orders;

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

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

## ARTICLE 1 DEFINITIONS

- **1.1 Specific Terms**. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:
  - (a) "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from

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time to time.

- (b) "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and

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- (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) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.
- 1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.
- 1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

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

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

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Agreement.

- **2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- **2.3 Automatic Termination for Non-Appropriation of Funds**. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 **Maximum Costs**. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

# ARTICLE 3 TERM

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

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Grantee thereof in writing.

#### 3.2 Duration of Term.

F\$P#: 1000020746

(a) The term of this Agreement shall commence on **July 1, 2020** and expire on **December 31, 2021**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

# ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- **4.2 Grantee's Personnel**. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- **4.3 Ownership of Results**. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other

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

#### 4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third

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- parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

# ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

#### 5.1 Maximum Amount of Grant Funds.

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- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Three Million Nine Hundred Thirty Two Thousand Seventy Eight Dollars (\$3,932,078).**
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, Six Hundred Fifty Five Thousand Three Hundred Forty Six Dollars (\$655,346) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.
- **5.2 Use of Grant Funds**. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall

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obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

#### 5.4 State or Federal Funds

- (a) **Disallowance**. With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. Additionally, City may seek reimbursement from the Federal Emergency Management Agency (FEMA) for a portion, or all of the costs, paid under this Agreement. As a condition of receiving these funds, Grantee shall comply the FEMA terms set forth in Appendix F, FEMA Emergency & Exigency Grants Requirements.

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# ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

- **Regular Reports**. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- **6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- **6.3 Notification of Defaults or Changes in Circumstances**. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- **6.6 Inspection and Audit**. Grantee shall make available to City, its employees and

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

- 6.7 **Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- 6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

# ARTICLE 7 TAXES

- **7.1 Grantee to Pay All Taxes**. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- **7.2 Use of City Real Property**. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
  - (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes

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

# ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- **8.2 Location**. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

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**8.3 No Misstatements.** No document furnished or to be furnished by Grantee to 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 stepparents).
- **8.5 No Other Agreements with City**. Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- **8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- **8.7 Eligibility to Receive Federal Funds**. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

# ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

- 9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- **9.3 Incidental and Consequential Damages**. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS

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OF WHETHER ANY CLAIM IS BASED ON CONTRACT 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 \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
  - (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- **10.2** Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
  - (a) Name as Additional Insured City and its officers, agents and employees.
  - (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- **10.3** Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- **10.4** Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or

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- 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 with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- **10.7 Effect of Approval**. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.

# ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- **11.1 Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:
  - (a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
  - (b) **Failure to Provide Insurance**. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
  - (c) Failure to Comply with Representations and Warranties or Applicable Laws. Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
  - (d) **Failure to Perform Other Covenants**. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach

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- continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default**. Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency**. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency**. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.
- **11.2 Remedies upon Event of Default**. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:
  - (a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
  - (b) Withholding of Grant Funds. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
  - (c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement

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- 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.
- 11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:
  - (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
  - (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
  - (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

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

# ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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- standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- **12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

# ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- **13.2** Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- **13.3 Subcontracting**. If Appendix E, Permitted Subgrantees, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
  - (a) **Limitations**. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees without the prior consent of City; provided,

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however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

# ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- **14.2 Direction**. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.
  - (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City

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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

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

If to the Department or City: Department of Homelessness and Supportive Housing

Contracts Unit P.O. Box 427400

San Francisco, CA 94142-7400

hshcontracts@sfgov.org

If to Grantee: Providence Foundation of San Francisco

4601 Third Street

San Francisco, CA 94124 Attn: Patricia Nelson Doyle Email: pndoyle22@gmail.com

Any notice of default must be sent by registered mail.

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

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# ARTICLE 16 COMPLIANCE

#### 16.1 Reserved.

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#### 16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate**. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits**. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract**. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference**. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions

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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 Reserved.

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- **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.
- **Drug-Free Workplace Policy**. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
- 16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- 16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies

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that it complies with Chapter 12P.

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

# 16.10 Reserved. (First Source Hiring Program).

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16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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- 16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.
- 16.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. 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 contract 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.
- 16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

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

### 16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor's or subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
- 16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first

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breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

### 16.18 Reserved. (Slavery Era Disclosure).

### 16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).
- 16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding

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sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

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

### 16.23 Additional Requirements for Federally-Funded Awards

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

# ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- **17.2 Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of

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- the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- **17.5 Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Services to be Provided

Appendix B, Budget

Appendix C, Method of Payment

Appendix D, Interests in Other City Contracts

Appendix E, Permitted Subgrantees

Appendix F, FEMA Emergency & Exigency Grants 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

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of this Agreement shall survive and continue following expiration or termination of this Agreement:

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

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

### 17.12 Dispute Resolution Procedure.

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- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at <a href="https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF">https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF</a> BOS RPT 06-26-03%281%29 3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt

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this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
  - (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
  - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
  - (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at <a href="https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF">https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF</a> BOS RPT 06-26-03%281%29 3adc.PDF.

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- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.
- 17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- **17.14 Services During a City-Declared Emergency**. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.
- 17.15 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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

# **CITY GRANTEE** DEPARTMENT OF HOMELESSNESS PROVIDENCE FOUNDATION OF SAN **FRANCISCO** AND SUPPORTIVE HOUSING DocuSigned by: aligail Stewart-Kahn By: By: Abigail Stewart-Kahn Print Name: Patricia Doyle Interim Director Title: Executive Director City Supplier Number: 0000012776 Approved as to Form: DocuSigned by: Virginia Dario Elizando

G-100 (4-19; HSH 8-19) F\$P#: 1000020746

By:

Virginia Dario Elizondo Deputy City Attorney

# Appendix A, Services to be Provided by Providence Foundation of San Francisco Oasis

### I. Purpose of Grant

The purpose of the grant is to provide time-limited and as needed temporary shelter and support services to the served population.

### **II.** Served Population

Grantee shall serve families consisting of at least one adult age 18 or older and at least one minor child under 18. A family may also include pregnant persons under certain circumstances. Participants may also include those who meet the California Department of Social Services (CDSS) definition of homelessness and who are receiving CalWORKs benefits.

#### III. Referral and Prioritization

All new participants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

### **IV.** Description of Services

Grantee shall provide time-limited operations and services to ensure the health and safety of participants and the security, cleanliness, and maintenance of the site(s), in accordance with Department of Public Health (DPH) requirements and guidelines to at least 25 units, with at least 20 for CalWORKs beneficiaries.

- 1. Participant Support: Grantee shall provide participant supports, including, but not limited to:
  - a. Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, bed assignment, and orientation to the site;
  - b. Operations, such as entry and exits, mail, phone, and technology coordination;
  - c. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs;
  - d. Health screening, including temperature checks in accordance with DPH requirements;
  - e. Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, housing navigation; and benefits linkage);
  - f. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
  - g. Maintenance and distribution of operational and participant supplies;
  - h. Reasonable accommodations, transfers, and other supports; and
  - i. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.

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- 2. Program Support: Grantee shall provide programmatic support, including, but not limited to:
  - a. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
  - b. Hiring and supervision of onsite staff and any subcontractors; and
  - c. Data entry and reporting.
- 3. Building Operations: Grantee shall maintain the agreement with the landlord.
  - a. Grantee shall maintain pest-free facilities and systems in full compliance with requirements of the agreement with the landlord and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff and ensure that smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene are in working condition.
  - b. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff.
  - c. Laundry: Grantee shall provide laundry services.
  - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH requirements and standards.
  - e. Furnishings and Participant Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for participants.
  - f. Personal Protective Equipment (PPE): Grantee shall also be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from HSH.
  - g. Biohazard Cleaning: Grantee shall ensure that units receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site.
  - h. Meals: Grantee shall provide three meals per day to participants in accordance with all Shelter Standards of Care requirements.

### V. Location and Time of Services

Grantee shall provide services at the Oasis Inn, located at 900 Franklin Street, 24 hours per day, seven days per week.

### VI. Service Requirements

- A. <u>Certifications</u>: Grantee shall ensure that staff is trained by a certified provider all elements of CPR, First Aid and AED immediately upon the date of hire. Copies of CPR/FA/AED certification shall be maintained at Grantee facility and shall be provided upon request of HSH designee.
- B. <u>Safety and De-Escalation:</u> Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and deescalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage

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shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:

- 1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
- 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
- 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policies as described in the Good Neighbor Policies section;
- 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
- 5. Assistance with conflict de-escalation and crisis management.

#### C. Health Standards and Use of PPE:

- 1. Grantee shall ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
- 2. Grantee shall ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g. screening, distancing, isolation and quarantine).
- D. Interpretation and Translation Services: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- E. Feedback, Complaint and Follow-up Policies
  - 1. Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:
  - 2. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
  - 3. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback (Satisfaction Survey) and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- F. Communications, Trainings and Meetings: Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:
  - 1. Compliance with all Shelter and Resource Center Standards of Care;
  - 2. Regular communication to HSH about the implementation of the program;
  - 3. Attendance of HSH meetings and trainings, as required;
  - 4. Adherence to the HSH Shelter Grievance Policy<sup>1</sup>, including the processes regarding denials of service. Grantee shall comply with this policy when warnings or denials of service for shelter rule infractions are given to guests. Grantee staff must receive Shelter Grievance Training provided by HSH and past post-training test before they may issue a denial of service or warnings;

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<sup>1</sup> HSH Shelter Grievance Policy: <a href="http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf">http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf</a>

- 5. Adherence to the HSH Cold/Wet Weather Policy;
- 6. Adherence to the TB Infection Control Guidelines issued by DPH and HSH. Grantee shall provide mandatory enforcement of TB screening rules for shelter residents; and
- 7. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident. 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. Additionally, Grantee shall contact the HSH Program Manager, as listed in CARBON, within two hours of any death.

#### G. Data Standards:

- 1. Any records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process.
- 2. Grantee may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required, Grantee shall submit the monthly, quarterly and/or annual metrics into either the HSH CARBON database, via secure email, or through uploads to an FTP site. The City will provide clear instructions to all Grantee regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
- 3. Any information shared between Grantee, the City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements. Grantee shall take all appropriate measure to protect and maintain the confidentiality of personally identifying information about participants, as well as the site name and address, and any other confidential information about the program or the City's emergency response.
- H. Record Keeping, Documentation, and Files: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- I. Dietary and Food Safety: Grantee shall meet the following meal dietary requirements:
  - 1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion

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- sizes listed for each of the food groups. Menus shall be reviewed by DPH Registered Dietician (RD) annually to meet the established many pattern, portion sizes and vegetarian and religious/diet accommodations;
- 2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
- 3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
- 4. Grantee shall ensure that at least one person responsible for food service has a valid Food Safety Certification.
- J. <u>Good Neighbor Policies</u>: Grantee shall maintain a good relationship with the neighborhood, including:
  - 1. Working with the neighborhood to ensure that neighboring concerns about the building are heard and addressed;
  - 2. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed; and
  - 3. Actively discouraging loitering in the area surrounding the building.

# VII. Service Objectives

- A. Grantee shall maintain an average unit utilization rate of at least 90 percent at any time.
- B. Grantee shall offer case management services to 100 percent of participants.

#### **VIII.** Outcome Objectives

- A. A minimum of 80 percent of guests exiting the program who have stayed in the program for 30 days or more will move into permanent housing such as rental by client with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program; and
- B. One hundred percent of guests will receive housing advocacy support, including gathering and uploading of vital documents document readiness, notifying households of housing opportunities and assistance with housing applications as needed.
- C. Eighty percent of participants who participated in the Client Satisfaction Survey will rate services as "Excellent" or "Good". Grantee shall use the following standardized question: "How would you rate the [name of program] Program overall?" The options should be "Excellent", "Good", "Fair" and "Poor".

### **IX.** Reporting Requirements

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- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month, including:
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year, including completion and submission of the Annual Shelter Report.
- D. Grantee shall provide Ad Hoc reports as required by the Department.
- E. Grantee shall submit monthly Grievance Statistics and Incident Reports by email to the assigned HSH Program Manager by the 15<sup>th</sup> of the month for each preceding month.
- F. Grantee shall provide the CalWORKS Housing Subsidy Program (CWHSP) State Data report monthly through the Launchpad data system by the 10<sup>th</sup> of the month. Grantee shall provide monthly employment status in the State data report.

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

# X. Monitoring Activities

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

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subcontracts, and Memorandums of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix A to G-100 7 of 7 January 1, 2021 F\$P#: 1000020746

General Info and Tax	Summary (All Budgets)	Summary (2)	Salay Detail (1)	Denoting Detail(2)	Budget Nortobye (2)	Summary/Subny/Doecotous/Survice (2.3.4)	Drondows UKX
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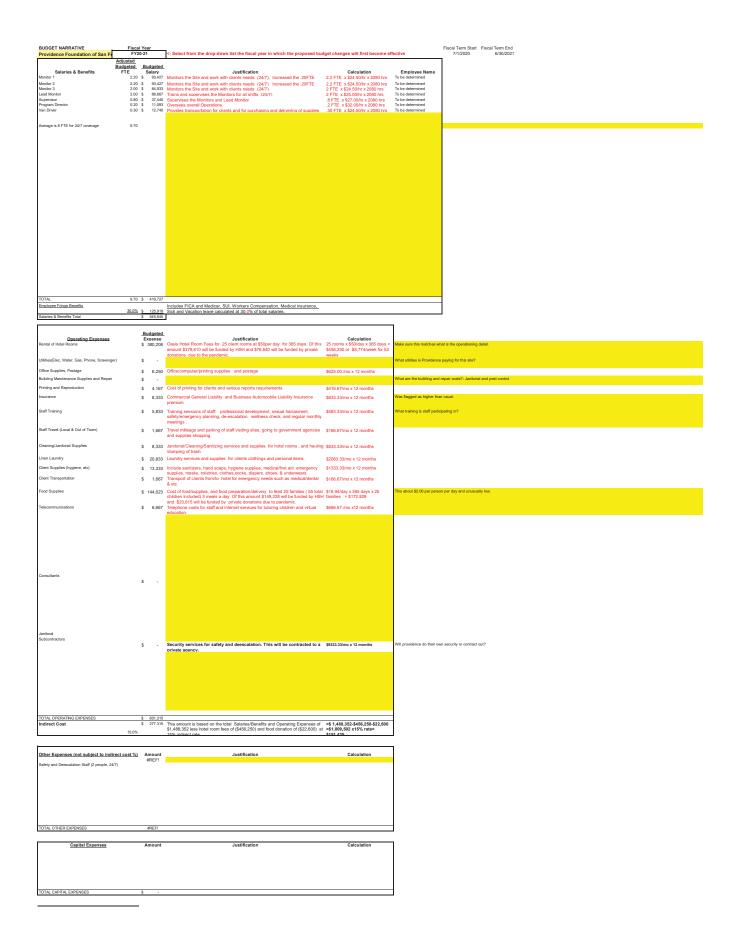
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_	Current Term	9/1/2020	12/31/2021	2														
_	Amended Term	9/1/2020	12/31/2021	2														
	Provider Name	Providence	Foundation of Sa	an Francisco														
	Program		Oasis Hotel															
_	F\$P Contract ID#		1000020746															
_	Action (select)		New															
-	Effective Date		9/1/2020					i										
39									\$	-			\$	-	\$	-	\$	-
40									\$	-			\$		\$	<del>-</del>	\$	-
	Total HSH Revenues				\$	1,696,883	\$	-	\$	1,696,883	\$	1,579,849	\$	1,579,849	\$	3,276,732	\$	3,276,732
	Other Revenues (to	offset Total Expen	nditures & Reduce	e HSH Revenues)														
42	D.C. ata Martala Mara	1				00.255			_	00 255	٠	40.630		40.630	,	440.002	_	4.40.000
	Private Match - Mea	ii cost offset			\$	99,255			\$	99,255	\$	49,628	\$	49,628	\$	148,883	\$	148,883
44									\$	-			\$		\$	-	\$	-
45									\$	-	-		\$	-	\$	-	\$	-
46									\$		_		\$		\$		\$	-
47	Total Other Revenu	•			\$	00.355	ċ		\$	- 00 355	Ś	49,628	\$	40.639	\$	140 002	> c	140 002
70	Total Other Revenu	es			Ş	99,255	\$	-	Þ	99,255	Þ	49,628	>	49,628	Þ	148,883	Þ	148,883
49									Ļ						_			
00	Total HSH + Other R				\$	1,796,138	\$	-	\$	1,796,138	\$	1,629,477	\$	1,629,477	\$	3,425,615	\$	3,425,615
	Rev-Exp (Budget Ma	tch Check)			\$	-			\$	-	\$	-	\$	-	\$	-	\$	-
53																		
JT	Prepared by	Patrici	ia Doyle/Laurietta	a Oliver														
55	Phone																	
56	Email																	

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HO	USING										•						
2	SALARY & BENEFIT DETAIL																	
	Document Date	12/21/2020																
4	Provider Name	Providence Fou	ndation of Sa	an Francisco														
		Oasis Hotel																
	F\$P Contract ID#	1000020746																
7	Budget Name	Providence For																
8					Yea							Yea					All Years	
	POSITION TITLE			For HSH	Funded	9/1/2020 -	9/1/2020 -	9/1/2020 -			For HSH	Funded	7/1/2021 -	7/1/2021 -	7/1/2021 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
9		Agency 1	otals	Prog	gram	6/30/2021	6/30/2021	6/30/2021	Agency T	otals	Prog	ram	12/30/2021	12/30/2021	12/30/2021	12/31/2021	12/31/2021	12/31/2021
10						Current	#N/A	New					Current	#N/A	New	Current	Modification	New
		Annual Full Time Salary	Position	% FTE	Adjusted				Annual Full	Position	% FTE	Adjusted					_	
		(for 1.00 FTE)	FTE	funded by this budget	Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	(for 1.00 FTE)	FTE	funded by this budget	Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Monitor 1	\$50,960	2.20	100%	2.20	\$ 93,427	\$ -	\$ 93,427	\$50,960	2.20	100%	2.20	\$ 56,056	\$ -	\$ 56,056	\$ 149,483	\$ -	\$ 149,483
13	Monitor 2	\$50,960	2.20	100%	2.20	\$ 93,427	\$ -	\$ 93,427	\$50,960	2.20	100%	2.20	\$ 56,056	\$ -	\$ 56,056	\$ 149,483	\$ -	\$ 149,483
14	Monitor 3	\$50,960	2.00	100%	2.00	\$ 84,933	\$ -	\$ 84,933	\$50,960	2.00	100%	2.00	\$ 50,960	\$ -	\$ 50,960	\$ 135,893	\$ -	\$ 135,893
15	Lead Monitor	\$52,000	2.00	100%	2.00	\$ 86,667	\$ -	\$ 86,667	\$52,000	2.00	100%	2.00	\$ 52,000	\$ -	\$ 52,000	\$ 138,667	\$ -	\$ 138,667
16	Supervisor	\$56,160	0.80	100%	0.80	\$ 37,440	\$ -	\$ 37,440	\$56,160	0.80	100%	0.80	\$ 22,464	\$ -	\$ 22,464	\$ 59,904	\$ -	\$ 59,904
17	Program Director	\$66,560	1.00	20%	0.20	\$ 11,093	\$ -	\$ 11,093	\$66,560	1.00	20%	0.20	\$ 6,656	\$ -	\$ 6,656	\$ 17,749	\$ -	\$ 17,749
18	Van Driver	\$50,960	0.30	100%	0.30	\$ 12,740		\$ 12,740	\$50,960	0.30	100%	0.30	\$ 7,644	\$ -	\$ 7,644	\$ 20,384	\$ -	\$ 20,384
19						\$ -	\$ -							\$ -	\$ -	\$ -	\$ -	\$ -
53							\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -
54					L SALARIES	\$ 419,727	\$ -	\$ 419,727				L SALARIES	\$ 251,836	\$ -	\$ 251,836	\$ 671,563	\$ -	\$ 671,563
55				TOTAL FTE	9.70						TOTAL FTE	9.70						
56				FRINGE BEI	NEFIT RATE	30.00%		30.00%	FRINGE BENEFI		NEFIT RATE	30.00%		30.00%				
57			EMP	LOYEE FRING	SE BENEFITS	\$ 125,918	\$ -	\$ 125,918	EMPLOYEE FRINGE BENEFITS		\$ 75,551	\$ -	\$ 75,551	\$ 201,469	\$ -	\$ 201,469		
58 50			TOTA	L SALARIES 8	& BENEFITS	\$ 545,645	\$ -	\$ 545,645		TOTA	L SALARIES	& BENEFITS	\$ 327,387	\$ -	\$ 327,387	\$ 873,031	\$ -	\$ 873,031
59 60																		
00																		
61																		

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2	OPERATING DETAIL														L.	_	
3	Document Date	12/2	1/2020		1												
				ndation of S													
	Program		Hotel	iluation or 3	1												
	F\$P Contract ID#		020746		1												
7				ndation of	•												
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				Year 1					Yea	r 2					All Years		
9		0/-	1/2020 -	9/1/2020 -	1 (	9/1/2020 -	Η.	7/1/2021 -	7/1/20	21 -	_	7/1/2021 -	9/1/2020 -	$\overline{}$	9/1/2020 -	9/	/1/2020 -
10			30/2021	6/30/2021		6/30/2021		12/30/2021	12/30/2			2/30/2021	12/31/2021		12/31/2021		2/31/2021
11			Current	#N/A		New		Current	#N/			New	Current		Modification		New
Η.				min/A		Budgeted			m i v			Budgeted	Budgeted	т.	iodilication		
12	Operating Expenses		udgeted xpense	Change		Expense		Budgeted Expense	Char	nae		Expense	Expense		Change		Sudgeted Expense
13	Rental of Hotel Rooms	\$	380,208	\$ -	\$	380,208	\$	228,125	\$		\$	228,125	\$ 608,333	3 \$	1	\$	608,333
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	_	000,200	\$ -	Ť	000,200	\$	220,120	\$		\$		\$	- \$		\$	- 000,000
15	Office Supplies, Postage	\$	6,250	\$ -	\$	6,250	\$	3,750	\$		\$	3,750	\$ 10,000	) \$		\$	10,000
16	Building Maintenance Supplies and Repair	Ψ	0,200	\$ -	۳	0,200	\$	3,130	\$		\$	3,730	¢ 10,000	, p		\$	10,000
-		\$	4.40=	· -		4.40=	Ť	0.500	÷		\$	0.500	φ 0.000	- p			
17	Printing and Reproduction	_	4,167	<b>3</b> -	\$	4,167	\$	2,500	\$		Ť	2,500	\$ 6,667			\$	6,667
18	Insurance	\$	8,333	\$ -	\$	8,333	\$	5,000	\$	-	\$	5,000	\$ 13,333			\$	13,333
19	Staff Training	\$	5,833	\$ -	\$	5,833	\$	3,500	\$		\$	3,500	\$ 9,333	$\neg$		\$	9,333
20	Staff Travel-(Local & Out of Town)	\$	1,667	\$ -	\$	1,667	\$	1,000	\$	-	\$	1,000	\$ 2,667	7 \$		\$	2,667
21	Rental of Equipment	_		\$ -	<b>—</b>		\$	-	\$	-	\$	-	\$	- \$		\$	
22	Cleaning/Janitorial Supplies	\$	8,333	\$ -	\$	8,333	\$	5,000	\$		\$	5,000	\$ 13,333	3 \$		\$	13,333
23	Cable/Internet			\$ -			\$	-	\$		\$	-	\$	- \$	-	\$	
24	Fire/Security Monitoring Contract			\$ -			\$	-	\$		\$	-	\$	- \$	-	\$	-
25	Linen Laundry	\$	20,833	\$ -	\$	20,833	\$	12,500	\$		\$	12,500	\$ 33,333	\$	-	\$	33,333
26	Client Supplemental Food			\$ -			\$	-	\$		\$	-	\$	- \$	-	\$	-
27	Client Supplies (hygiene, etc)	\$	13,333	\$ -	\$	13,333	\$	8,000	\$		\$	8,000	\$ 21,333	\$	-	\$	21,333
28	Client Transportation	\$	1,667	\$ -	\$	1,667	\$	1,000	\$		\$	1,000	\$ 2,667	7 \$	-	\$	2,667
29	Food Supplies	\$	144,023	\$ -	\$	144,023	\$	86,414	\$	-	\$	86,414	\$ 230,437	7 \$	-	\$	230,437
30	Telecommunications	\$	6.667	s -	\$	6,667	\$	4,000	\$		\$	4.000	\$ 10,667	7 \$	-	\$	10,667
	Additional Room Placeholder (do not invoice until allocated and approved by HSH)	\$	676,804	\$ -	\$	676,804	\$	676,804	\$	-	\$	676,804	\$ 1,353,608	$\neg$	-	\$	1,353,608
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42	<u>Consultants</u>	<u> </u>		\$ -	⊢		$\vdash$		\$		$\vdash$		\$	- \$		\$	
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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	•	•	•									
	OPERATING DETAIL												
	Document Date	12/21/2020											
	Provider Name	Providence I		n of S									
	Program	Oasis Hotel	Ouridatio	11 01 3									
	F\$P Contract ID#	1000020746											
	Budget Name	Providence		n of									
8	budget Name	Flovidence	Oundatio	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,									
			Yea	v 1				Year 2			All Ye		
9			100	11 1				Teal 2			All 16	ears	
67													
68	TOTAL OPERATING EXPENSES	\$ 1,278,1	19 \$	- \$	1,278,119	\$	1,037,593 \$	-	\$ 1.037.593	\$ 2,315,7	2 \$	- 3	\$ 2,315,712
69		T			, ,		, , , , , , , , , , , , , , , , , , , ,		, , , , , , , , , , , , , , , , , , , ,				, , , , ,
_	Other Expenses (not subject to indirect cost %)											<u> </u>	
71	Other Expenses (not subject to indirect cost 70)		s							s	- \$		s -
		t		-			\$			*			*
	Safety and Deescalation Staff (2 people, 24/7)	\$ 112,0		- \$	112,000	\$	56,000 \$		\$ 56,000	\$ 168,00			\$ 168,000
73			\$	-		<b>├</b>	\$			\$	- \$	- :	
74			\$	-			\$	-		\$	- \$	- :	\$ -
75			\$	-			\$	-		\$	- \$	- 1	\$ -
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		<b>-</b>				-				7	- \$		
80			\$	-		<u> </u>	\$			\$	- \$	- :	
81			\$	-			\$			\$	- \$	- :	\$ -
82			\$	-			\$	-		\$	- \$	- :	\$ -
83													
84	TOTAL OTHER EXPENSES	\$ 112,0	000 \$	- \$	112,000	\$	56,000 \$	-	\$ 56,000	\$ 168,00	0 \$	-	\$ 168,000
85													
	Capital Expenses										i		
	Capital Expenses	1	-1.			$\vdash$	Т.	1			+-		
87		<b>.</b>	\$	- \$	-	├	\$			\$	- \$	- 1	
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95	TOTAL CAPITAL EXPENSES	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	-   \$	-	\$ -
96													
	HSH #3									To	nplate last m	odified	1/22/2020
31	11011 #0	1								Tel	ווףומנכ ומשל וו	ounied	1/44/4040



Admin Cost (HUD Agreements Only)	Amount	Description	Calculation
Admin Cost (HOD Agreements Only)	Amount	Description	Calculation
AL ADMIN EXPENSES	s -		
vable Admin Cost	#N/A		
rence	#N/A		

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

(2) Environmental Review

(Costs of carrying out the environmental review responsements)

For more information on Eligible Admininstrative Costs, see Section 578.59 (page 87) of the CoC Program Interim Rule 24 CFR: https://www.hudexchange.info/resourcest/documents/CoCProgramInterimRule FormattedVersion.pdf

# Appendix C, Method of Payment

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

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

# B. Invoicing System:

F\$P#: 1000020746

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

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

#### D. Spend Down

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

#### E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

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F\$P#: 1000020746

not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.

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

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

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General Fund	
Type	Instructions and Examples of Documentation
Operating	Grantee shall maintain documentation for all approved
	Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload
	documentation for all Subcontractor and Consultant costs,
	and documentation for any Operating line items that exceed \$10,000.
	ψ10,000.
	Documentation may include, but is not limited to, receipts of
	purchases or paid invoices of recurring expenditures, such as
	lease payments; copies of current leases; subcontractor
	payments; equipment lease invoices; and utility payments.
Capital and/or	Grantee shall maintain and provide documentation for all
One-Time	approved Capital and/or One-Time Funding costs included in
Funding	the Appendix B, Budget(s) each time an invoice is submitted.
	Documentation may include receipts of purchases or paid
	invoices of non-recurring expenditures, such as repairs or
	one-time purchases.

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

# A. Advance Requirements:

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

- 1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
- 2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
- 3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

#### B. Advance Request Process:

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

# C. Advance Repayment Process:

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

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# **Appendix D - Interests in Other City Grants**

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

City Department or Commission	Date of Grant	Amount of Grant
First Friendship Family Shelter	7/01/20-06/30/21	\$878,031.00
Homeless Storage Site	7/01/20-6/30/21	\$161,136.00
Shelter In Place	8/01/20-6/30/21	\$8,876,714
Emergency Solutions Grants	7/01/20-6/30/25	\$312,500

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# Appendix E – Permitted Subgrantees

1. Al Security	
2.	
3.	

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# APPENDIX F FEMA EMERGENCY & EXIGENCY GRANTS REQUIREMENTS

- I. Grant Requirements. This grant may be eligible for FEMA funding. FEMA requires inclusion of the following grant provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this grant that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Grantee shall apply.
- II. Remedies for Breach. In addition to all other remedies included in this contract, Grantee shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Grantee violation or breach of the terms of this grant. This includes without limitation any costs incurred to remediate defects in Grantee's services and/or the additional expenses to complete Grantee's services beyond the amounts agreed to in this grant, after Grantee has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this grant. All remedies provided for in this grant may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- III. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Grant, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee written notice of termination. The notice shall specify the date on which termination shall become effective. 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 reasonably necessary to effectuate demobilization from the work.
- IV. Termination for Cause. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this grant for cause or to seek specific performance of all or any part of this grant. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Grantee any event of default. Grantee shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Grantee under this grant or any other grant between City and Grantee all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Grantee pursuant to the terms of this grant or any other grant.
- V. Work Hours and Safety Standards. If this grant is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Grantee agrees as follows:
  - A. Overtime requirements. No grantee or subgrantee contracting for any part of the grant work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Grantee and any subgrantee responsible therefor shall be liable for the unpaid wages. In addition, Grantee and subgrantee(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

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- violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Grantee or subgrantee under any such grant or any other Federal grant with the same prime grantee, or any other federally-assisted grant subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime grantee, such sums as may be determined to be necessary to satisfy any liabilities of such grantee or subgrantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subgrants. The Grantee or subgrantee shall insert in any subgrants the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subgrantees to include these clauses in any lower tier subgrants. The Grantee shall be responsible for compliance by any subgrantee or lower tier subgrantee with the clauses set forth in paragraphs (A) through (D) of this section.
- E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- VI. Rights to Inventions. If FEMA's funding for this grant meets the definition of "funding agreement," and if this grant constitutes a grant with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.
- VII. Clean Air Act. If this grant is for a price in excess of \$150,000, Grantee agrees as follows:
  - A. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - B. The Grantee agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - C. The Grantee agrees to include these requirements in each subgrant exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- VIII. Federal Water Pollution Act. If this grant is for a price in excess of \$150,000, Grantee agrees as follows:
  - A. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - B. The Grantee agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - C. The Grantee agrees to include these requirements in each subgrant exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - **IX. Debarment and Suspension**. If this grant is for a price in excess of \$25,000, Grantee agrees as follows:
    - A. This grant is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Grantee is required to verify that none of the Grantee's principals (defined at 2 C.F.R. §

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- 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Grantee agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any grant that may arise from this offer. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### X. Procurement of Recovered Materials

- A. In the performance of this grant, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the grant performance schedule;
  - ii. Meeting grant performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- C. The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- XI. Time and Material Grants. To the extent this grant includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this grant. The GMP constitutes a ceiling price that Grantee exceeds at its own risk.
- XII. Access to Records. The following access to records requirements apply to this grant:
  - A. The Grantee agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this grant for the purposes of making audits, examinations, excerpts, and transcriptions.
  - B. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - C. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the grant.
  - D. In compliance with the Disaster Recovery Act of 2018, the City and the Grantee acknowledge and agree that no language in this grant is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- XIII. Department of Homeland Security Seal, Logo, and Flags. The Grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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- XIV. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the grant. The Grantee will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- **XV. No Obligation by Federal Government.** The Federal Government is not a party to this grant and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the grant.
- XVI. Program Fraud and False or Fraudulent Statements or Related Acts. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this grant.

#### XVII. Byrd Anti-Lobbying Certification.

- A. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- B. If this grant is for a price of \$100,000 or more, Grantee, and its lower tiers, must sign and submit to the City the following certification:

# APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

# FIRST AMENDMENT TO GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and PROVIDENCE FOUNDATION OF SAN FRANCISCO

THIS AMENDMENT of the **January 1, 2021** Grant Agreement (the "Agreement") is dated as of **January 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **PROVIDENCE FOUNDATION OF SAN FRANCISCO** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

#### **RECITALS**

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

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

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

- 1. **Definitions**. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
  - (a) Agreement. The term "Agreement" shall mean the Agreement dated **January** 1, 2022 between Grantee and City; and
  - (b) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.
- **2. Modifications to the Agreement**. The Grant Agreement is hereby modified as follows:
  - **2.1 ARTICLE 3 TERM Section 3.2 Duration of Term** of the Agreement currently reads as follows:

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#### 3.2 Duration of Term.

(a) The term of this Agreement shall commence on **July 1, 2020** and expire on **December 31, 2021**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

#### 3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2023** unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS Section
5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

#### 5.1 Maximum Amount of Grant Funds

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Three Million Nine Hundred Thirty Two Thousand Seventy Eight Dollars (\$3,932,078).
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, Six Hundred Fifty Five Thousand Three Hundred Forty Six Dollars (\$655,346) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

#### 5.1 Maximum Amount of Grant Funds.

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- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Nine Million Four Hundred Ninety Seven Thousand Five Hundred Nineteen Dollars (\$9,497,519).
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, Three Million Nine Hundred Ten Thousand Seven Hundred Forty Three Dollars (\$3,910,743) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.
- **Section 16.24 Contractor Vaccination Policy** is hereby added to this agreement:
  - 16.24 Contractor Vaccination Policy. Contractor shall comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. The requirements stated in the Emergency Declaration and Contractor Vaccination Policy are material terms and conditions of this Agreement, which include but are not limited to, the following:
  - (a) Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the City's Contractor Vaccination Policy and the Emergency Declaration.
  - (b) Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.
  - (c) Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors under this Agreement. Contractor shall ensure that its covered subcontractors submit required information to the Contractor respecting their compliance with the Contractor Vaccination Policy.

- (d) Contractor previously submitted to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy, including Attachment A thereto respecting any medical or religious vaccination exemptions granted to their Covered Employees. Contractor will submit an updated Attachment A if Contractor assigns a new Covered Employee to work on the contract who is eligible for an exemption under the Vaccination Policy.
- (e) Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.
- **Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

Appendix A, Services to be Provided (dated January 1, 2022)

Appendix B, Budget (dated January 1, 2022)

Appendix C, Method of Payment

Appendix D, Interests in Other City Grants

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

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims.
Article 7	Taxes.
Article 8	Representations and Warranties
Article 9	Indemnification and General Lia

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Section 10.4

Required Post-Expiration Coverage.

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Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

- **2.6 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by Appendix A, Services to be Provided, (dated January 1, 2022) for the period of September 1, 2020 to June 30, 2023.
- **2.7 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget**, (dated January 1, 2022), for the period of September 1, 2020 to June 30, 2023.
- **2.8** Appendix E, Permitted Subcontractors is hereby replaced in its entirety by the modified Appendix B, Budget (dated January 1, 2022), for the period of September 1, 2020 to June 30, 2023.
- **2.9** Appendix F, FEMA Emergency and Exigency Grants Requirements of the Agreement is hereby deleted in its entirety.

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

CITY GRANTEE

# DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Shireen McSpadden

Executive Director

PROVIDENCE FOUNDATION OF SAN FRANCISCO

By: fatricia Doyle
Patricia Doyle
Executive Director

DocuSigned by:

City Supplier Number: 0000012776

Approved as to Form: David Chiu

By: Virginia Dario Elizondo
Virginia Dario Elizondo
Deputy City Attorney

# Appendix A, Services to be Provided by Providence Foundation of San Francisco Oasis

# I. Purpose of Grant

The purpose of the grant is to provide time-limited and as needed temporary shelter and support services to the served population.

# **II.** Served Population

Grantee shall serve families consisting of at least one adult age 18 or older and at least one minor child under 18. A family may also include pregnant persons under certain circumstances. Participants may also include those who meet the California Department of Social Services (CDSS) definition of homelessness and who are receiving CalWORKs benefits.

# III. Referral and Prioritization

All new participants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

# IV. Description of Services

Grantee shall provide time-limited operations and services to ensure the health and safety of participants and the security, cleanliness, and maintenance of the site(s), in accordance with Department of Public Health (DPH) requirements and guidelines to the number of units listed in Appendix B.

- 1. Participant Support: Grantee shall provide participant supports, including, but not limited to:
  - a. Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, bed assignment, and orientation to the site;
  - b. Operations, such as entry and exits, mail, phone, and technology coordination;
  - c. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs;
  - d. Health screening, including temperature checks in accordance with DPH requirements;
  - e. Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, housing navigation; and benefits linkage);
  - f. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
  - g. Maintenance and distribution of operational and participant supplies;
  - h. Reasonable accommodations, transfers, and other supports; and

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- i. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.
- 2. Program Support: Grantee shall provide programmatic support, including, but not limited to:
  - a. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
  - b. Hiring and supervision of onsite staff and any subcontractors; and
  - c. Data entry and reporting.
- 3. Building Operations: Grantee shall maintain the agreement with the landlord.
  - a. Grantee shall maintain pest-free facilities and systems in full compliance with requirements of the agreement with the landlord and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff and ensure that smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene are in working condition.
  - b. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff.
  - c. Laundry: Grantee shall provide laundry services.
  - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH requirements and standards.
  - e. Furnishings and Participant Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for participants.
  - f. Personal Protective Equipment (PPE): Grantee shall also be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from HSH.
  - g. Biohazard Cleaning: Grantee shall ensure that units receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site.
  - h. Meals: Grantee shall provide three meals per day to participants in accordance with all Shelter Standards of Care requirements.

#### V. Location and Time of Services

Grantee shall provide services at the Oasis Inn, located at 900 Franklin Street, 24 hours per day, seven days per week.

# VI. Service Requirements

A. <u>Certifications</u>: Grantee shall ensure that staff is trained by a certified provider all elements of CPR, First Aid and AED immediately upon the date of hire. Copies of CPR/FA/AED certification shall be maintained at Grantee facility and shall be provided upon request of HSH designee.

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- B. <u>Safety and De-Escalation</u>: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and deescalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
  - 1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
  - 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
  - 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section:
  - 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
  - 5. Assistance with conflict de-escalation and crisis management.

#### C. Health Standards and Use of PPE:

- 1. Grantee shall ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
- 2. Grantee shall ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g. screening, distancing, isolation and quarantine).
- D. Interpretation and Translation Services: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- E. Feedback, Complaint and Follow-up Policies
  - 1. Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:
  - 2. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
  - 3. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback (Satisfaction Survey) and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- F. Communications, Trainings and Meetings: Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:
  - 1. Compliance with all Shelter and Resource Center Standards of Care;
  - 2. Regular communication to HSH about the implementation of the program;
  - 3. Attendance of HSH meetings and trainings, as required;

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- 4. Adherence to the HSH Shelter Grievance Policy<sup>1</sup>, including the processes regarding denials of service. Grantee shall comply with this policy when warnings or denials of service for shelter rule infractions are given to guests. Grantee staff must receive Shelter Grievance Training provided by HSH and past post-training test before they may issue a denial of service or warnings;
- 5. Adherence to the HSH Cold/Wet Weather Policy;
- 6. Adherence to the TB Infection Control Guidelines issued by DPH and HSH. Grantee shall provide mandatory enforcement of TB screening rules for shelter residents; and
- 7. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident. 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. Additionally, Grantee shall contact the HSH Program Manager, as listed in CARBON, within two hours of any death.

#### G. Data Standards:

- 1. Any records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process.
- 2. Grantee may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required, Grantee shall submit the monthly, quarterly and/or annual metrics into either the HSH CARBON database, via secure email, or through uploads to an FTP site. The City will provide clear instructions to all Grantee regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
- 3. Any information shared between Grantee, the City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements. Grantee shall take all appropriate measure to protect and maintain the confidentiality of personally identifying information about participants, as well as the site name and address, and any other confidential information about the program or the City's emergency response.

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<sup>1</sup> HSH Shelter Grievance Policy: <a href="http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf">http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf</a>

- H. <u>Record Keeping, Documentation, and Files</u>: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- I. <u>Dietary and Food Safety</u>: Grantee shall meet the following meal dietary requirements:
  - 1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by DPH Registered Dietician (RD) annually to meet the established many pattern, portion sizes and vegetarian and religious/diet accommodations;
  - 2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
  - 3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
  - 4. Grantee shall ensure that at least one person responsible for food service has a valid Food Safety Certification.
- J. <u>Good Neighbor Policies</u>: Grantee shall maintain a good relationship with the neighborhood, including:
  - 1. Working with the neighborhood to ensure that neighboring concerns about the building are heard and addressed;
  - 2. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed; and
  - 3. Actively discouraging loitering in the area surrounding the building.

# VII. Service Objectives

- A. Grantee shall maintain an average unit utilization rate of at least 90 percent at any time.
- B. Grantee shall offer case management services to 100 percent of participants.

# **VIII.** Outcome Objectives

- A. A minimum of 80 percent of guests exiting the program who have stayed in the program for 30 days or more will move into permanent housing such as rental by client with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program; and
- B. One hundred percent of guests will receive housing advocacy support, including gathering and uploading of vital documents document readiness, notifying households of housing opportunities and assistance with housing applications as needed.

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C. Eighty percent of participants who participated in the Client Satisfaction Survey will rate services as "Excellent" or "Good". Grantee shall use the following standardized question: "How would you rate the [name of program] Program overall?" The options should be "Excellent", "Good", "Fair" and "Poor".

# **IX.** Reporting Requirements

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month, including:
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year, including completion and submission of the Annual Shelter Report.
- D. Grantee shall provide Ad Hoc reports as required by the Department.
- E. Grantee shall submit monthly Grievance Statistics and Incident Reports by email to the assigned HSH Program Manager by the 15<sup>th</sup> of the month for each preceding month.
- F. Grantee shall provide the CalWORKS Housing Subsidy Program (CWHSP) State Data report monthly through the Launchpad data system by the 10<sup>th</sup> of the month. Grantee shall provide monthly employment status in the State data report.

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

# X. Monitoring Activities

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

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B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal monitoring, such as, but not limited to, the following: 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 (ADA), subcontracts, and Memorandums of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix A to G-100 7 of 7 January 1, 2021 F\$P#: 1000020746

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DEPARTMENT OF H		ND SUPPORTIVE	HOUSING																
APPENDIX B, BUDG	ET																		
3 Document Date	1/1/2022	l																	
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4 Contract Term	Begin Date	End Date	(Years)																
5 Current Term	9/1/2020	12/31/2021	2	1															
6 Amended Term	9/1/2020	6/30/2023	3	1															
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7 Provider Name	Providence Foundation of San Francisco			4															
8 Program	Oasis Hotel			4															
9 F\$P Contract ID#	1000020746																		
0 Action (select)		Amendment																	
1 Effective Date		7/1/2021		1															
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		A, One-Time Ger																	
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13	Current	New		_															
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5 Contingency	\$ 562,242	\$ 3,910,743	70%	1								EXTENSION YEAR							
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6 Not-To-Exceed	\$ 3,932,078	\$ 9,497,519	1		Year 1			Year 2				Year 3				All Y	ears		
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18					New	Cur	rent/Actuals	Amendment		New	Current/Actuals	Amendment		New	Current/Actuals	Amen	dment		New
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1 Operating Expense				S	901,405	Ś	358,157	\$ 278,22		636,386	\$ -		Ś	-			278,229	Ś	1,53
2 Subtotal				ć	1,571,707	Ś	1,108,331	\$ 1,221,87		2,330,204	Š -		\$	-			221,873	Ś	3,90
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4 Indirect Cost (Line 2				\$	235,756	\$	165,970	\$ 183,28		349,251	\$ -	\$ -	\$	-	\$ 401,726		183,281	\$	58
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1 Total HSH Revenue	25			\$	1,160,864	\$	2,208,972	\$ 2,216,94		4,425,912	\$ -		\$		\$ 3,369,836	\$ 2	216,940	\$	5,58
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2	APPENDIX B, BUDG	ET														
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4	Contract Term	Begin Date	End Date	(Years)												
5	Current Term	9/1/2020	12/31/2021	2	Ī											
6	Amended Term	9/1/2020	6/30/2023	3	Ť.											
7	Provider Name		undation of San F	rancisco	Ť											
	Program		Oasis Hotel		t											
9	F\$P Contract ID#		1000020746		t											
	Action (select)		Amendment		t											
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	Budget Name	General Fund - T	emporary Shelter	r Hotel	t											
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-	Term Budget	\$ 1,992,837	\$ 1,992,837	1	T											
14				4												
15	Contingency	\$ 562,242	\$ 3,910,743	70%	Ш.											
16	Not-To-Exceed	\$ 3,932,078	\$ 9,497,519			Year 1			Year 2					All Years		
					-	9/1/2020 -		9/1/2021-	9/1/2021-		9/1/2021-	-	9/1/2020 -	9/1/2020 -		9/1/2020 -
						8/31/2021		2/31/2021	6/30/2022		6/30/2022		.2/31/2021	6/30/2023		6/30/2023
17							_			L		_			L	
18						New	Cur	rent/Actuals	Amendment		New	Cur	rent/Actuals	Amendment		New
	Expenditures															
	Salaries & Benefits				\$	570,555	\$	650,426			650,426	\$	1,220,980		\$	1,220,980
21	Operating Expense				\$	859,131	\$	315,883	\$ -	\$	315,883	\$	1,175,014	\$ -	\$	1,175,014
22	Subtotal				\$	1,429,685	\$	966,309	\$ -	\$	966,309	\$	2,395,994	\$ -	\$	2,395,994
23	Indirect Percentage					15.00%		15%			15%					
24	Indirect Cost (Line 2	1 X Line 22)			\$	214,453	\$	144,667	\$ -	\$	144,667	\$	359,120	\$ -	\$	359,120
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3 Document Date 1/1/2022    Provider Name	9/1/2020 - 6/30/2023 Modification	6/30/20	
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5   Program	9/1/2020 - 6/30/2023 Modification	6/30/20	
FSP Contract IDW	9/1/2020 - 6/30/2023 Modification	6/30/20	
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		-	_
			91,72
15 Lead Monitor \$ 52,000 2.00 83% 1.67 \$ 86,667 \$ - \$ 86,667 \$ 52,000 4.00 50% 2.00 \$ 104,000 \$ - \$ 104,000 \$ 5 190,667 \$			190,66
16 Supervisor \$ 57,375   1.00   100%   1.00   \$ 57,375   \$ -   \$ 57,375   \$ 56,160   2.00   50%   1.00   \$ 56,160   \$ -   \$ 56,160   \$ 113,535   \$	\$ -	- \$ 11	113,53
77 Program Director \$ 66,560 1.00 21% 0.21 \$ 13,742 \$ - \$ 13,742 \$ 576,960 1.00 13% 0.13 \$ 9,833 \$ - \$ 9,833 \$ 23,575 \$	\$ -	- \$ 2	23,57
18 Van Driver \$ 50,960 0.30 83% 0.25 \$ 12,740 \$ - \$ 12,740 \$ 50,960 0.30 50% 0.15 \$ 7,644 \$ - \$ 7,644 \$ 20,384 \$	\$ -	- \$ 2	20,38
10 Case Manager \$ 49,920 0.18 \$ - \$ - \$ - \$ 52,000 1.50 34% 0.51 \$ 26,520 \$ - \$ 26,520 \$ 26,520 \$	\$ -	- \$ 2	26,52
20 Tutor \$ 45,760 0.13 100% 0.13 \$ 5,808 \$ - \$ 5,808 \$ 45,760 0.50 50% 0.25 \$ 11,440 \$ - \$ 11,440 \$ 17,248 \$	\$ -	- \$ 1	17,24
24 Program Coordinator \$ 50,960 0.25 99% 0.25 \$ 12,569 \$ - \$ 12,569 \$ 50,960 0.25 50% 0.13 \$ 6,370 \$ - \$ 6,370 \$ 18,939 \$	\$ -	- \$ 1	18,93
	\$ -	- \$ 3	33,48
25 Site Manager \$ - \$ - \$ 58,240 1.00 50% 0.50 \$ 29,120 \$ - \$ 29,120 \$ 29,120 \$	\$ -	- \$ 2	29,12
4 Janitor \$ - \$ - \$ 19,800 3.00 50% 1.50 \$ 29,700 \$ - \$ 29,700 \$ 5 29,700 \$	\$ -	- \$ 2	29,70
	\$ -	- \$	
	\$ -	- \$	
\$ - \$ - \$ - \$ - \$ - \$ - \$	\$ -	- \$	
	\$ -	- \$	
55 TOTAL SALARIES \$ 431,828 \$ - \$ 431,828 TOTAL SALARIES \$ 493,266 \$ - \$ 493,266 \$ 925,094 \$	\$ -	- \$ 92	925,09
56 TOTALFTE 5.67 TOTALFTE 10.39	-		
BMPLOYEE FRINGE BENEFITS \$ 138,727 \$ - \$ 138,727 EMPLOYEE FRINGE BENEFITS \$ 157,160 \$ - \$ 157,160 \$ 295,887 \$	\$ -	- \$ 29	295,88
305 50 TOTAL SALARIES & BENEFITS \$ 570,555 \$ - \$ 570,555 TOTAL SALARIES & BENEFITS \$ 650,426 \$ - \$ 650,426 \$ 1,220,980 \$	\$ -	- \$ 1,22	220,98
60			
61			
62			

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1	A DEPARTMENT OF HOMELESSNESS AND SUPPORTI	VE H	OUSING	Ľ	E	Ĺ	F	Ĺ	G	ű	AF	AG	F	AH
2	OPERATING DETAIL													
4	Document Date Provider Name													
5	Program													
7	Program FSP Contract ID# Budget Name													
8		_		_		_		_		_				_
9		_	Year 1 9/1/2020 -	L	9/1/2021-	_	Year 2 9/1/2021-		9/1/2021-	Ц		All Years 9/1/2020 -	_	
10			B/31/2020 -		9/1/2021- 12/31/2021		6/30/2022	L	9/1/2021- 6/30/2022	-	9/1/2020 - 2/31/2021	6/30/2023	21 W	V1/2020 - i/30/2023
11			New		rrent/Actuals	L	Amendment	L	New	Cu	rrent/Actuals	Modification		New
12	Operating Expenses		Budgeted Expense		Budgeted Expense		Change	l	Budgeted Expense		Budgeted Expense	Change	-	Budgeted Expense
13	Rental of Property	\$	312,356			s		1	ş -	\$	312,356	s -	\$	312,356
14 15	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	6,250	\$	8,000	s			\$ 8,000	\$	8,000 11,000	s -	\$	8,000
	Office Supplies, Postage Building Maintenance Supplies and Repair	s	6,250	s	4,750 10,000	s	- :	1	\$ 4,750 \$ 10,000	\$	10,000	s .	\$	11,000 10,000
17	Printing and Reproduction	\$	4,167	\$	2,500	s		Ŀ	\$ 2,500	\$	6,667	s -	s	6,667
18 19	Insurance Staff Training	\$	8,333 5,833	\$	22,000 10.000			1		\$	30,333 15,833	s .	\$	30,333 15.833
20	Staff Travel-(Local & Out of Town)	s	1,667	s	10,000		- :	ŀ		s	2,067	s .	s	2,067
21	Rental of Equipment	s	10,000	s		s		ŀ	s -	\$	10,000	s -	\$	10,000
22 23	Cleaning/Janitorial Supplies Cable/Internet	s	38,333	\$	37,568 4,000	s	-	1		\$	75,901 4,000	s -	ş	75,901 4,000
24	Fire/Security Monitoring Contract	\$		\$	4,000	s	- :			s	4,000	\$ -	\$	4,000
25	Linen Laundry	\$	20,833	\$	21,000	s		Ŀ	\$ 21,000	\$	41,833	s -	\$	41,833
26	Client Supplemental Food	s	-	\$		\$		ŀ	s -	s	-	ş -	\$	
27 28	Client Supplies (hygiene, etc) Client Transportation	S	13,333 1,667	\$	18,000 1,000	s	- :		\$ 18,000 \$ 1,000	\$	31,333 2,667	s -	\$	31,333 2,667
29	Food/Other supplies	s	101,749	s	109,665	s		1	\$ 109,665	\$	211,415	s -	\$	211,415
30 31	Telecommunications	S	6,667	s	9,000	s	-	1		\$	15,667	s -	s	15,667
31	Additional Room Placeholder (do not invoice until allocati Rental & Utilities ( Program Office Site)	\$	37,943	\$	18,000		- :			\$	55,943		s s	55,943
33	Relocation Costs	\$	250,000	Ĺ	.0,000	s				\$	250,000	s -	\$	250,000
34				L		s		ŀ		s		ş .	\$	-
35 36				Н		s	- :	t		so so		s -	\$	- 1
37						s		İ		s		s -	\$	-
38				L		s		L		s		\$ -	\$	-
39 40				Н		s	- :	H		s		s -	s	- :
41						s		t		s		s -	s	
42	Consultants			L		s		L		s			\$	
43 44	IT Support/HR Support/Trainer	\$	15,000	\$	15,000	\$	-	ŀ	\$ 15,000	\$	30,000	s -	s	30,000
45				Н		s	- :	t		s	-	\$ -	\$	- 1
46						s		I		s		s -	\$	
47 48				H		s	-	H		s	-	s -	s	- 1
49				Г		s	- :	t		s	-	s -	\$	-
50						s				s		\$ -	\$	
51 52				H		s		H		s		s -	s	
53				Н		s		t		s			\$	- 1
54	Subcontractors (First \$25k Only)					s		L		s		s -	\$	-
55 56	Safety and Deescalation Staff (3 people, 24/7)	\$	25,000	\$	25,000	s		ŀ	\$ 25,000	\$	50,000	s -	s	50,000
57		\$		Н		s	- :	H		s	-	\$ -	s	- 1
58						s				s		\$ -	\$	
59 60		_		H		s		H		s	-	s -	ş	-
61				Н		s	- :	t		s		s -	\$	- 1
62						\$				s		\$ -	\$	-
63 64				L		s		ŀ		s		s -	s	-
65				Н		s	- :	t		s		s -	\$	- 1
66						s				s		s -	\$	
67 68	TOTAL OPERATING EXPENSES	s	859,131	s	315,883	-	-	Γ.	\$ 315,883	s	1,175,014	\$ -	\$	1,175,014
69		~	0.09,107	ř	J 10,063		-	Ľ	. J 10,063	,	1,110,014		*	., 173,014
70	Other Expenses (not subject to indirect cost %)			L		_		_		L			_	
71 72	One-Time Prop C Bonus Pay FY21-22 CODB Placeholder (Do Not Invoice)	c	7.100	\$	36.376	5		1		s	43.476		s	43,476
	General Fund Unused CF FY20/21	\$	(543,119)	\$	30,3/6	s		1		s	(543,119)		\$	(543,119)
74	Safety and Deescalation Staff (3 people, 24/7)	\$	152,000	\$	101,561			1	\$ 101,561	\$	253,561	s -	\$	253,561
75 76				⊢		s		H		s	-		ş	
77				Н		s		t		s		s -	\$	
78						s		I		s		s -	s	
79 80				H		s		ŀ		s	-	s -	s	-
81				Н		s		t		s		s .	\$	
82				Г		s	-	ľ		s			\$	
83	TOTAL OTHER EXPENSES	\$	(204.017)	F	427.077			:		-	(245.022		s	(245.05-
84 85	TOTAL OTHER EXPENSES	3	(384,019)	\$	137,937	18		Ľ	\$ 137,937	\$	(246,082)		3	(246,082)
86	Capital Expenses			L						L				
87				E		s		F	-	\$			\$	
88 89				⊢		s	-	H		s	-	s -	s	-
90				E		s	:	t		s		s -	\$	
91				Е		s		ſ		s			\$	
92 93				⊢		s		H		s			ş	
94						_		+		,	-		*	- 1
	TOTAL CAPITAL EXPENSES	\$		\$		s		Ŀ	s -	s		s -	\$	
96														
97	HSH #3			_				_		L	Temp	late last modified		9/1/2021

	A	В	C	D	E	F	G	Н	1	J	Al	AJ	AK
1	DEPARTMENT OF H	OMELESSNESS AN	ND SUPPORTIVE H	HOUSING									
2	APPENDIX B, BUDGE	T											
3	Document Date	1/1/2022											
				Duration	Ī								
4	Contract Term	Begin Date	End Date	(Years)									
5	Current Term	9/1/2020	12/31/2021	2	Ť								
	Amended Term	9/1/2020	6/30/2023	3	t								
	Provider Name		undation of San F		t								
	Program		Oasis Hotel	Taticisco	+								
					+								
	F\$P Contract ID#		1000020746		+								
	Action (select)	,	Amendment										
	Effective Date		7/1/2021										
12	Budget Name	Work Order - HS	A										
13		Current	New		_								
14	Term Budget	\$ 833,880	\$ 1,250,820		Ī								
	Contingency			70%									
		\$ 562,242		70%									
16	Not-To-Exceed	\$ 3,932,078	\$ 9,497,519			Year 1			Year 2			All Years	
					9/1/2020 -	9/1/2020 -	9/1/2020 -	9/1/2021 -	9/1/2021 -	9/1/2021 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
					8/31/2021	8/31/2021	8/31/2021	8/31/2022	8/31/2022	8/31/2022	12/31/2021	6/30/2023	6/30/2023
17									1 1				
18					Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New
19	Expenditures												
20	Salaries & Benefits				\$ 99,748	\$ -	\$ 99,748	\$ 99,748	\$ 88,959	\$ 188,707	\$ 199,496	\$ 88,959	\$ 288,455
21	Operating Expense				\$ 42,274	\$ -	\$ 42,274	\$ 42,274	\$ 42,274	\$ 84,548	\$ 84,548	\$ 42,274	\$ 126,822
	Subtotal				\$ 142,022	\$ .	\$ 142,022	\$ 142,022	\$ 131,233	\$ 273,255	\$ 284,044	\$ 131,233	\$ 415,277
23	Indirect Percentage				15.00%	*	15.00%	15.00%	7 131,233	15.00%	204,044	7 151,155	7 415,277
		1 V II 22)				<u>*</u>		\$ 21,303	\$ 19,685	\$ 40,988	\$ 42,607	\$ 19,685	\$ 62,292
24	Indirect Cost (Line 2:					\$ -							
	Other Expenses (Not	subject to indire	ct %)		\$ 253,615	\$ -	\$ 253,615	\$ 253,615		\$ 519,637	\$ 507,230	\$ 266,022	\$ 773,252
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Admin Cost (HUD Ag	reements Only)				\$ -			\$ -		\$ -	\$ -	\$ -
28	Total Expenditures				\$ 416,940	\$ -	\$ 416,940	\$ 416,940	\$ 416,940	\$ 833,880	\$ 833,881	\$ 416,940	\$ 1,250,820
29													
30	HSH Revenues (sele	rt)											
	General Fund - Ongo						\$ -			\$ -	\$ -	\$ -	\$ -
	General Fund - CODI						\$ -			\$ -	\$ -	\$ -	š -
	Prop C - One-time Co		201				\$ -			Š -	\$ -	\$ -	\$ -
		DVID-19 BUILUS PA	зу										
	Work Order (HSA)				\$ 416,940		\$ 416,940	\$ 416,940	\$ 416,940	\$ 833,880	\$ 833,880	\$ 416,940	\$ 1,250,820
	General Fund - One-	Time Carryforwai	ra				\$ -			\$ -	\$ -	\$ -	\$ -
	Prop C						\$ -			\$ -	\$ -	\$ -	Y
37							\$ -			\$ -	\$ -	\$ -	\$ -
38							\$ -	L		\$ -	\$ -	\$ -	\$ -
39							\$ -			\$ -	\$ -	\$ -	\$ -
40	Total HSH Revenues				\$ 416,940	\$ -	\$ 416,940	\$ 416,940	\$ 416,940	\$ 833,880	\$ 833,880	\$ 416,940	\$ 1,250,820
П	Other Revenues (to	offset Total Exper	nditures & Reduce	≥ HSH							,	, , ,	
	Revenues)												
42							ś -			s -	ś -	s -	ś -
	Drivato Matek						\$ -		<b>-</b>	\$ -	\$ -	\$ -	\$ -
	Private Match								-				\$ -
44							\$ -		-	\$ -	\$ -	\$ -	
45							\$ -			\$ -	\$ -	\$ -	\$ -
46							\$ -			\$ -	\$ -	\$ -	\$ -
47	<b>Total Other Revenu</b>	es			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48													
	Total USU : Other D				\$ 416,940	\$ -	\$ 416,940	\$ 416,940	\$ 416,940	\$ 833,880	\$ 833,880	\$ 416,940	\$ 1,250,820
	Total HSH + Other R					٠ -			ə 416,940			ə 416,940	
	Rev-Exp (Budget Ma	tch Check)			\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
52					-								
53	Prepared by												
	Phone				Ť								
	Email				Ť								
3													

	A	В	С	D	E	F	G	Н	1	J	К	L	M	N	0	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HO	USING		•		•	•	•	•				•					
2	SALARY & BENEFIT DETAIL																	
3	Document Date	1/1/2022																
4	Provider Name	Providence Fou	indation of S	an Francisco														
		Oasis Hotel																
6	F\$P Contract ID#	1000020746	1															
7	Budget Name	Work Order - I	ł															
8					Ye	ar 1						Yea	r 2				All Years	
	POSITION TITLE			For HSH	Eundad	9/1/2020 -	9/1/2020 -	9/1/2020 -			For HSH	Fundad	9/1/2021 -	9/1/2021 -	9/1/2021 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
9	POSITION TITLE	Agency	Totals	Prog		8/31/2021	8/31/2021	8/31/2021	Agency T	otals	Prog	ram	8/31/2022	8/31/2022	8/31/2022	12/31/2021	6/30/2023	6/30/2023
10				riog	51 0111	Current/Actuals	Amendment	New			FIOE	Statili	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Monitor	\$ 32,040	2.50	85%	2.12	\$ 68,060	\$ -	\$ 68,060	\$ 50,960	2.50	100%	2.50	\$ 68,060	\$ 59,340	\$ 127,400	\$ 136,120	\$ 59,340	\$ 195,460
13	Case Manager	\$ 41,600	1.00	30%	0.30	\$ 12,480	\$ -	\$ 12,480	\$ 41,600	1.00	60%	0.60	\$ 12,480	\$ 12,480	\$ 24,960	\$ 24,960	\$ 12,480	\$ 37,440
14	Program Director	\$ 76,960	1.00	4%	0.04	\$ 3,250	\$ -	\$ 3,250	\$ 76,960	1.00	8%	0.08	\$ 3,250	\$ 2,907	\$ 6,157	\$ 6,500	\$ 2,907	\$ 9,407
15							\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -
54							\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -
55				TOTA	L SALARIES	\$ 83,790	\$ -	\$ 83,790			TOTA	L SALARIES	\$ 83,790	\$ 74,727	\$ 158,517	\$ 167,580	\$ 74,727	\$ 242,307
56				TOTAL FTE	2.47						TOTAL FTE	3.18						
57				FRINGE BE	NEFIT RATE	19.05%		19.05%			FRINGE BE	NEFIT RATE	19.05%		19.05%			
58			EME	LOYEE FRING	GE BENEFITS	\$ 15,958	\$ -	\$ 15,958		EMP	LOYEE FRING	SE BENEFITS	\$ 15,958	\$ 14,232	\$ 30,190	\$ 31,916	\$ 14,232	\$ 46,148
59			TOT	AL SALARIES	& BENEFITS	\$ 99,748	\$ -	\$ 99,748		TOTA	L SALARIES	& BENEFITS	\$ 99,748	\$ 88,959	\$ 188,707	\$ 199,496	\$ 88,959	\$ 288,455
60																		
61																		
62																		

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTI OPERATING DETAIL Document Data Provider Name Program Friggam Budget Name Budget Name	D VE HOUSING	E	F	G	AF	AG	AH
2	OPERATING DETAIL							
4	Provider Name							
5	Program							
7	FSP Contract ID# Budget Name							
						_		
9		Year 1 9/1/2020 -	9/1/2021 -	Year 2 9/1/2021 -	9/1/2021 -		All Years	
10		8/31/2021	8/31/2022	9/1/2021 - 8/31/2022	8/31/2022	12/31/2021	6/30/2023	6/30/2023
11		New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property Utilities(Elec, Water, Gas, Phone, Scavenger)			s .	s -	s -	s -	s -
14 15	Utilities(Elec, Water, Gas, Phone, Scavenger) Office Supplies, Postage			s -	s -	s -	s -	s -
16	Building Maintenance Supplies and Repair			s -	\$ -	s -	s -	\$ -
17	Printing and Reproduction			s -	s -	s -	s -	s -
18 19	Insurance Staff Training			s -	s -	s -	s -	s -
20 21 22 23 24 25 26 27	Staff Travel-(Local & Out of Town)	\$ 600	\$ 600	\$ 600	\$ 1,200	\$ 1,200	\$ 600	\$ 1,800
21	Rental of Equipment		s -	s -	s -	s -	s -	s -
22	Contingency for Hotel Emergency Client Needs (Food/Transportation/Dishes/Clothing)	\$ 7,200 \$ 34,474	\$ 7,200 \$ 34,474	\$ 7,200 \$ 34,474	\$ 14,400 \$ 68,948	\$ 14,400 \$ 68,948	\$ 7,200 \$ 34,474	
24	Chair (Wedar) Oce Hamponason Cranica County)	9 34,474		\$ -	9 00,340	S -	\$ -	\$ -
25				s -		s -	s -	s -
26				s -		s -	s -	s -
28				s -		s -	s -	\$ -
29				\$ -		s -	s -	s -
30 31				s -		s -	s .	s -
32				\$ -		s -	\$ -	s -
33				\$ -		s -	\$ -	\$ -
34 35				s -		s -	s -	s -
36				s -		s -	s -	s -
37 38				s -		s -	s -	s -
38				s -		s -	s .	s -
40				s -		s -	s -	s -
41 42	Consultants			s -		s -	s -	s -
43	Constitution			s -		s -	s -	s -
44				s -		s -	\$ -	\$ -
45 46				s -		s -	s -	s - s -
47				s -		s -	s -	\$ -
48				s -		s -	s -	s -
49 50				s .		s -	s -	s -
51				s -		s -	s -	\$ -
52				s -		s -	s -	s -
53 54	Subcontractors (First \$25k Only)			s -		s -	s -	s -
55				s -		s -	s -	s -
56				s -		s -	s -	s -
57 58				s -		s -	s -	s -
59				s -		s -	s -	s -
60 61				s -		s -	s -	s -
62				s .		s -	s -	s -
63				s -		s -	s -	s -
64 65				s -		s -	s -	s -
66				s -		s -		\$ -
67								
68 69	TOTAL OPERATING EXPENSES	\$ 42,274	\$ 42,274	\$ 42,274	\$ 84,548	\$ 84,548	\$ 42,274	\$ 126,822
	Other Expenses (not subject to indirect cost %)							
70 71 72 73	Hotel Stays	\$ 253,615	\$ 253,615	\$ 266,022 \$ -	\$ 519,637	\$ 507,230	\$ 266,022 \$ -	\$ 773,252 \$ -
73				s .		s -	s -	s -
74				s -		s -	s -	s -
75 76				s -		s -	s -	s -
76				s -		s -		s -
78				s -		s -		s -
79 80				s -		s -	s -	s -
81				s -		s -	s -	s -
82 83				\$ -		s -	\$ -	\$ -
84	TOTAL OTHER EXPENSES	\$ 253,615	\$ 253,615	\$ 266,022	\$ 519,637	\$ 507,230	\$ 266,022	\$ 773,252
85		223,010						
86 87	Capital Expenses				г	l		r.
87 88				s -		s -		s -
89				s -		s -		s -
90				s -		s -	s -	s -
91 92				s -	-	s -	s -	s - s -
93				s .		s -	s .	s -
94	TOTAL CARITAL EVENING							
	TOTAL CAPITAL EXPENSES	\$ -	s -	s -	s -	š -	s -	s .
96 97	HSH #3		l			Temo	slate last modified	9/1/2021
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2 A C C C C C C C C C C C C C C C C C C	A DEPARTMENT OF H PPENDIX B, BUDG Occument Date Contract Term Lurrent Term Amended Term Trovider Name Trogram SP Contract ID# Lution (select) ffeetive Date Budget Name Term Budget	Begin Date 9/1/2020 9/1/2020 9/1/2020 Providence Fo	End Date 12/31/2021 6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021	Duration (Years) 2 3 rancisco		Н		1		J		AK
2 A C C C C C C C C C C C C C C C C C C	APPENDIX B, BUDGI Document Date Contract Term Amended Term Provider Name Program SP Contract ID# Action (select) Effective Date Budget Name	Begin Date 9/1/2020 9/1/2020 9/1/2020 Providence Fo	End Date 12/31/2021 6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryforv	Duration (Years) 2 3 rrancisco						l		
3 D 4 C 5 C 6 A 7 P 8 P 9 F 10 A 11 E 12 B 13  14 T 15 C	Cocument Date Contract Term Current Term Amended Term Provider Name Program SP Contract ID# Action (select) Effective Date Budget Name	1/1/2022  Begin Date 9/1/2020 9/1/2020 Providence Fo	12/31/2021 6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryfory	(Years) 2 3 rancisco								
4 C 5 C 6 A 7 P 8 P 9 F 10 A 11 E 12 B 13 14 T 15 C	Contract Term Current Term Amended Term Provider Name Program \$P Contract ID# Action (select) Effective Date Studget Name	Begin Date 9/1/2020 9/1/2020 Providence Fo  One-Time Genera	12/31/2021 6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryfory	(Years) 2 3 rancisco								
5 C 6 A 7 P 8 P 9 F 10 A 11 E 12 B 13 14 T	Current Term Amended Term Provider Name Program \$\$P Contract ID# Action (select)  Effective Date Budget Name	9/1/2020 9/1/2020 Providence Fo	12/31/2021 6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryfory	(Years) 2 3 rancisco								
5 C 6 A 7 P 8 P 9 F 10 A 11 E 12 B 13 14 T	Current Term Amended Term Provider Name Program \$\$P Contract ID# Action (select)  Effective Date Budget Name	9/1/2020 9/1/2020 Providence Fo	12/31/2021 6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryfory	2 3 rancisco								
6 A 7 P 8 P 9 F 10 A 11 E 12 B 13 T 14 T	Amended Term Provider Name Program \$\partial \text{Contract ID#} \text{Action (select)}   Iffective Date   Budget Name	9/1/2020 Providence Fo  One-Time General Current	6/30/2023 undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryforv	3 rancisco								
7 P 8 P 9 F: 10 A 11 E: 12 B 13 14 T 15 C	Provider Name Program SP Contract ID# Action (select) Effective Date Budget Name	Providence Fo  One-Time General Current	undation of San F Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryforv	rancisco								
8 P 9 F 10 A 11 E 12 B 13 T 14 T	Program SP Contract ID# Action (select) Effective Date Budget Name	One-Time Genera Current	Oasis Hotel 1000020746 Amendment 7/1/2021 al Fund Carryforv									
9 F: 10 A 11 E: 12 B 13 T 14 T 15 C	\$P Contract ID# Action (select) Effective Date Budget Name	One-Time Genera Current	1000020746 Amendment 7/1/2021 al Fund Carryforv									
10 A 11 E 12 B 13 14 T 15 C	Action (select) Effective Date Budget Name	One-Time Genera Current	Amendment 7/1/2021 al Fund Carryforv									
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12 B 13 - 14 T 15 C	Budget Name	Current	al Fund Carryforv		1							
13 14 T 15 C		Current			Ī							
13 14 T 15 C			New	vard	Ī							
15 C	erm Budget	_			•							
15 C		\$ 543,119	\$ 543,119		Ī							
	Contingency			70%								
		\$ 562,242	\$ 3,910,743	70%							_	
16 N	Not-To-Exceed	\$ 3,932,078	\$ 9,497,519					Year 2				All Years
					9/	/1/2021-		9/1/2021-		9/1/2021-		9/1/2020 -
4.7						/31/2021		6/30/2022		6/30/2022		6/30/2023
17												
18					Curre	ent/Actuals	F	Amendment		New		New
	xpenditures											
	alaries & Benefits				\$		\$	-	\$	-	\$	-
21 0	Operating Expense				\$	-	\$	-	\$	-	\$	
22 S	iubtotal				\$	-	\$	-	\$	-	\$	-
23 Ir	ndirect Percentage					0.00%				0.00%		
24 Ir	ndirect Cost (Line 2	1 X Line 22)			\$	-	\$	-	\$	-	\$	-
	Other Expenses (No		ct %)		\$	543,119	\$	-	\$	543,119	\$	543,119
	apital Expenditure				\$		\$	-	\$		\$	0.10/2.20
	Admin Cost (HUD A	reements Only)			Ť		Ś	-	Ť		Ś	
	otal Expenditures	greements omy			Ś	543,119	\$	-	\$	543,119	Ś	543,119
29	otal Expellultures				ş	343,119	ş		ş	343,113	ş	343,113
	ISH Revenues (sele											
	General Fund - Ongo								\$	-	\$	-
	General Fund - COD								\$	-	\$	-
	Prop C - One-time C	OVID-19 Bonus Pa	ау						\$	-	\$	-
	Vork Order (HSA)								\$	-	\$	-
35 G	General Fund - One-	Time Carryforwar	rd		\$	543,119			\$	543,119	\$	543,119
36 P	Prop C								\$	-	\$	-
37							Ш		\$	-	\$	-
38									\$	-	\$	-
39									\$	-	\$	-
40 T	otal HSH Revenue	5			\$	543,119	\$	-	\$	543,119	\$	543,119
0	Other Revenues (to	offset Total Exper	nditures & Reduce	: HSH	Ė				Ė			
	Revenues)				l							
42					l				\$	_	\$	_
	rivate Match								\$	-	\$	
43 P	TIVACE IVIALUI				<del>                                     </del>		$\vdash$		\$	-	\$	
45					_		$\vdash$		\$	-	\$	
46					<del>                                     </del>		$\vdash$			-	\$	
_					<u> </u>		_		\$	-		-
47 T	otal Other Revenu	es			\$		\$	-	\$	-	\$	-
48					l							
49 T	Total HSH + Other R	evenues			\$	543,119	\$	-	\$	543,119	\$	543,119
70	Rev-Exp (Budget Ma				Ś		Ė		Ś		Ś	
50 K	*** EVA (Dunder IAIG	COT CHECK!			٧.				ب	-	٧	
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	Phone											
55 E	mail											

DEPARTMENT OF JOINT AND AUTHORITY HOUSING   POPERATION CTAN.   POPER	_	A	E	F	G	AF	AG	AH
Very   Section   Property   Pro	1	DEPARTMENT OF HOMELESSNESS AND SUPPORTI	VE HOUSING					
Very   Section   Property   Pro	3	Document Date						
Very   Section   Property   Pro	5	Provider Name Program						
Very   Section   Property   Pro	6	F\$P Contract ID#						
Second College	8	bodget Name						
Control Expenses   Section   Secti	9							
December Species	10		12/31/2021	6/30/2022	6/30/2022	12/31/2021		6/30/2023
	11			Amendment			Modification	
A Dissolution Could not	12	Operating Expenses	Expense		Expense	Expense		Expense
S   Office Contents   S   S   S   S   S   S   S   S   S	14	Utilities/Flec Water Gas Phone Scavenner)						
				s -	s -	s -	\$ -	s -
	16	Building Maintenance Supplies and Repair Printing and Reproduction		s .	s -	s -	s .	s -
	18	Insurance		s -	s -	s -	s -	s -
	19 20	Staff Training Staff Travelul ocal & Out of Town)		s .	s -	s -	s .	s -
	21	Rental of Equipment		s -	s -	s -	s -	s -
	22							
	24			\$ .			s .	s -
	25							
	27			s -		s -	ş .	s -
	28 29			s -		s -	\$ -	S -
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	33					s -	s .	s -
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	39			\$ -		s -	\$ -	s -
2	40 41			s .		\$ - \$ -	s .	s -
	42	Consultants				s -	s -	s -
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	48			s -		\$ -	s .	s -
	50			s -		s -	s -	s -
S	51			s .		s -	s .	s -
	53			s -		s -	s -	s -
	55	Subcontractors (First \$25k Only)						
	56						ş .	
	57 58							
	59			s -			\$ -	s -
\$   \$   \$   \$   \$   \$   \$   \$   \$   \$	60 61			s .		s -	\$ -	s -
\$   \$   \$   \$   \$   \$   \$   \$   \$   \$	62			s -		s -	s -	s -
S	63 64			s .		s -	s .	s -
TOTAL OPERATING EXPENSES   \$   \$   \$   \$   \$   \$   \$   \$   \$	65					s -	s .	s -
STOTAL CUPRATNOS EXPRENSES   S   S   S   S   S   S   S   S   S	67			•				
O Date   December and addicts to indicate cost 5	68 60	TOTAL OPERATING EXPENSES	\$ -	s -	s -	s -	s -	s -
1	70	Other Expenses (not subject to indirect cost %)						
	71 72	Relocation Costs  Rental Property	\$ 250,000	s .	\$ 250,000	\$ 250,000	\$ -	\$ 250,000 \$ 293,119
	73	· · · · · · · · · · · · · · · · · · ·	293,119	s -	293,179	s -	s -	s -
	74 75				-			
77   \$   \$   \$   \$   \$   \$   \$   \$   \$	76			s .		\$ -	s -	s -
	77				-			
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22   S   S   S   S   S   S   S   S   S	80 81						s -	s -
STATE OF THE REPENSES   \$ 543.19   \$ 543.19   \$ 543.19   \$ 5 543.19	82					\$ -	\$ .	s -
S	84	TOTAL OTHER EXPENSES	\$ 543.110	s -	S 543 140	\$ 543.110	s -	\$ 543.110
	85					2.0,112		
	86 87	Capital Expenses		s -		s -	s -	s .
	88			s -		s -	s -	s -
	89			s -		s -	s -	s -
22	91			s -		s -	s -	s -
64 STOTAL CAPITAL EXPENSES \$ \$ \$ . \$ . \$ . \$ . \$ . \$ . \$ . \$ . \$	92							
96	94				-			
	95	TOTAL CAPITAL EXPENSES	\$ -	s -	s -	\$ -	\$ -	\$ -
<del></del>		HSH #3				Temp	olate last modified	9/1/2021

13 14 Term Budget \$	1/1/2022  Begin Date 9/1/2020 9/1/2020 Providence For	End Date  12/31/2021 6/30/2022 undation of San F  Dasis Hotel 0000020746 unendment	Duration (Years) 2 2	н		·			Al		AJ		AK
2 APPENDIX B, BUDGET 3 Document Date 4 Contract Term 5 Current Term 6 Amended Term 7 Provider Name 8 Program 9 FSP Contract IDB 10 Action (select) 11 Effective Date 12 Budget Name PP 14 Term Budget S	1/1/2022  Begin Date 9/1/2020 9/1/2020 Providence For	End Date 12/31/2021 6/30/2022 undation of San F Oasis Hotel 1000020746	Duration (Years) 2 2								'		
3 Document Date 4 Contract Term 5 Current Term 9 Amended Term 7 Provider Name 8 Program 9 F\$P Contract ID# 10 Action (select) 11 Effective Date 12 Budget Name 13 Farm Budget 14 Term Budget 5 Society	1/1/2022  Begin Date 9/1/2020 9/1/2020 Providence For	12/31/2021 6/30/2022 undation of San F Oasis Hotel 1000020746	(Years) 2 2										
4 Contract Term 5 Current Term 6 Amended Term 7 Provider Name 8 Program 9 F5P Contract ID# 10 Action (select) 11 Effective Date 12 Budget Name 13 14 Term Budget S	9/1/2020 9/1/2020 9/1/2020 Providence For	12/31/2021 6/30/2022 undation of San F Oasis Hotel 1000020746	(Years) 2 2										
5 Current Term 6 Amended Term 7 Provider Name 8 Program 9 F5P Contract ID# 10 Action (select) 11 Effective Date 12 Budget Name 13 14 Term Budget 5	9/1/2020 9/1/2020 Providence For	12/31/2021 6/30/2022 undation of San F Oasis Hotel 1000020746	2										
6 Amended Term 7 Provider Name 8 Program 9 F5P Contract ID# 10 Action (select) 11 Effective Date 13 Budget Name Pi 13 Prem Budget \$ \$	9/1/2020 Providence For	6/30/2022 undation of San F Oasis Hotel 1000020746	2										
6 Amended Term 7 Provider Name 8 Program 9 F5P Contract ID# 10 Action (select) 11 Effective Date 13 Budget Name Pi 13 Prem Budget \$ \$	9/1/2020 Providence For	undation of San F Oasis Hotel 1000020746											
7 Provider Name 8 Program 9 F\$P Contract ID# 10 Action (select) 11 Effective Date 12 Budget Name 13 14 Term Budget	Providence For	undation of San F Oasis Hotel 1000020746	rancisco										
8 Program 9 F\$P Contract ID# 10 Action (select) 11 Effective Date 12 Budget Name Pi 13 14 Term Budget \$	1 A	Oasis Hotel 1000020746											
9 F\$P Contract ID# 10 Action (select) 11 Effective Date 12 Budget Name 13 14 Term Budget \$	1 A	1000020746		Ī									
10         Action (select)           11         Effective Date           12         Budget Name           13         Prom Budget	А			t									
11         Effective Date           12         Budget Name         Pr           13         Pr         Pr           14         Term Budget         \$		menument		ł									
12 Budget Name P1 13	rop C	7/1/2021		ł									
13 14 Term Budget \$	rop C	//1/2021		•									
14 Term Budget \$	Current	New		l									
				т									
		\$ 1,800,000											
15 Contingency \$	562,242	\$ 3,910,743	70%										
16 Not-To-Exceed \$	3.932.078	\$ 9,497,519				Year 2					All Years		
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				1/1/2021-		1/1/2021-		1/1/2021-	9/1/2020 -		9/1/2020 -		9/1/2020 -
17				6/30/2022	L	6/30/2022		6/30/2022	12/31/2021		6/30/2022		6/30/2022
18				Current/Actuals		Amendment		New	Current/Actuals	-	Amendment		New
19 Expenditures					Г								
20 Salaries & Benefits				\$ -	\$	854,685	\$	854,685	\$ -	\$	854,685	\$	854,685
21 Operating Expense				\$ -	\$	235,955	\$	235,955	\$ -	\$	235,955	\$	235,955
22 Subtotal				\$ -	Ś	1,090,640	\$	1,090,640	\$ -	Ś	1,090,640	\$	1,090,640
23 Indirect Percentage				0.00%	Ė			15.00%		Ė	, , , , , , , ,		
24 Indirect Cost (Line 21)	X Line 22)			\$ -	Ś	163,596	\$	163,596	\$ -	Ś	163,596	\$	163,596
25 Other Expenses (Not s		+ 941		\$ -	Ś	545,764	Ś	545,764	š -	Ś	545,764	Ś	545,764
26 Capital Expenditure	ubject to manet	. ( /0 )		\$ -	\$	343,704	\$	343,704	\$ -	\$	343,704	\$	343,704
27 Admin Cost (HUD Agre	coments Only)			, -	Ś	-	,	_	\$ -	Ś		Ś	
28 Total Expenditures	eements omy)			\$ -	Ś	1,800,000	\$	1,800,000	\$ -	\$	1,800,000	\$	1,800,000
29 Total Experiultures				, -	P	1,000,000	ş	1,800,000	, -	ş	1,000,000	ş	1,800,000
					-		4						
31 General Fund - Ongoir	ng				-		\$	-	\$ -	\$	-	\$	-
32 General Fund - CODB					-		\$	-	\$ -	\$	-	\$	-
33 Prop C - One-time CO\	VID-19 Bonus Pa	У					\$	-	\$ -	\$	-	\$	-
34 Work Order (HSA)							\$	-	\$ -	\$	-	\$	-
35 General Fund - One-Ti	me Carryforwar	d					\$	-	\$ -	\$	-	\$	-
36 Prop C					\$	1,800,000	\$	1,800,000	\$ -	\$	1,800,000	\$	1,800,000
37					L		\$	-	\$ -	\$	-	\$	-
38					L		\$	-	\$ -	\$	-	\$	-
39							\$	-	\$ -	\$	-	\$	-
40 Total HSH Revenues				\$ -	\$	1,800,000	\$	1,800,000	\$ -	\$	1,800,000	\$	1,800,000
Other Revenues (to of	fset Total Expen	ditures & Reduce	HSH										
41 Revenues)			_	l	1								
42				l	1		Ś	-	\$ -	Ś	-	Ś	-
43 Private Match				i	T		\$	-	\$ -	\$	-	\$	-
44				i	t		\$	-	\$ -	\$	-	\$	
45				l	t		\$		\$ -	\$	-	\$	
46					H		\$	-	\$ -	\$	-	\$	
				\$ -	\$		\$	-	\$ -	\$		\$	
47	•			ə -	,	-	ş	-	ə -	,	-	ş	
48					_								
49 Total HSH + Other Rev	venues			\$ -	\$	1,800,000	\$	1,800,000	\$ -	\$	1,800,000	\$	1,800,000
50 Rev-Exp (Budget Matc	ch Check)			\$ -			\$	-	\$ -			\$	-
52										_			
53 Prepared by	Lat	asha Bellamy		Ī									
54 Phone				ł									
	latanha	bellamy@sfgov.org	-	•									
55 Email	ididolid.	DOMESTI FLOORING OF THE PARTY O	1										II.

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTI	VE HOUSING	,	_	G.	AF	AG	An
3	OPERATING DETAIL Document Date							
6	Program FSP Contract ID# Budget Name							
7	Budget Name							
9			Year 2				All Years	
10		1/1/2021- 6/30/2022	1/1/2021- 6/30/2022	Г	1/1/2021- 6/30/2022	9/1/2020 - 12/31/2021	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022
11		Current/Actuals	Amendment	T	New	Current/Actuals	Modification	New
		Budgeted Expense			Budgeted Expense	Budgeted Expense		Budgeted Expense
13	Operating Expenses Rental of Property	Experse	Change S .	s	Expense	s -	Change \$ .	S -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ 1,500	s	1,500	s -	\$ 1,500	\$ 1,500
15 16	Office Supplies, Postage Building Maintenance Supplies and Repair		\$ 5,000 \$ 5,000	s	5,000 5,000	s -	\$ 5,000 \$ 5,000	\$ 5,000 \$ 5,000
17	Printing and Reproduction		\$ 2,500		2,500	\$ -	\$ 2,500	
18	Insurance		\$ 10,000		10,000	\$ -	\$ 10,000	
19 20	Staff Training Staff Travel-(Local & Out of Town)		\$ 4,000 \$ 955		4,000 955	s -	\$ 4,000 \$ 955	
21	Rental of Equipment		s -	s		s -	s -	s -
22	Linen Laundry			s	20,000	s -	\$ 20,000	
23 24	Food/Other Supplies Client Supplies (hygiene, etc)		\$ 97,000 \$ 9,000	s	97,000 9,000	s -	\$ 97,000 \$ 9,000	
25	Client Transportation		\$ 2,000	s	2,000	s -	\$ 2,000	\$ 2,000
26	Rental & Utilities (Program Office Site)		\$ 17,000 \$ 4,000		17,000	s -	\$ 17,000	
27 28	Cable/Internet Cleaning & Janitorial		\$ 15,000	s	4,000 15,000	s -	\$ 4,000 \$ 15,000	\$ 15,000
29	Telecommunications		\$ 9,000	s	9,000	s -	\$ 9,000	\$ 9,000
30 31			s .	s		s -	s .	s .
32			s -	Ů		s -	s -	s -
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34 35			s .			s -	s .	s -
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38 39			s .	H		s -	\$ .	s -
40			s -			\$ -	\$ ·	s -
41	Consultants		s .	H		s -	s -	s -
43	IT SupportHR Support		\$ 9,000	s	9,000	s -	\$ 9,000	
44			\$ .			s -	s -	s -
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47			s -			s -	s -	s -
48			s .	L		s -	s .	s -
49 50			s .	H		s -	s -	s -
51			\$ .			s -	s -	s -
52			s .	H		s -	s -	s -
53 54	Subconfractors (First \$25k Only)		s .			s -	\$ .	s -
55	Safety and Deescalation Staff (3 people, 24/7)		\$ 25,000	s	25,000	s -	\$ 25,000	
56 57			s .	H		s -	\$ -	s -
58			s -			\$ -	\$ ·	s -
59			s -			s -	s -	s -
60 61			s .	H		s -	s -	s -
62			s -			s -	\$ -	s -
63 64			s .	H		s -	s .	s -
65			s .	t		s -	\$ -	s -
66			s .			s -	\$ .	s -
67 68	TOTAL OPERATING EXPENSES	s .	\$ 235,955	s	235,955	\$ -	\$ 235,955	\$ 235,955
69				_				
70 71	Other Expenses (not subject to indirect cost %) Safety and Deescalation Staff (3 people, 24/7)		\$ 95,000	-	95,000	s -	\$ 95,000	\$ 95,000
/1 72	Safety and Deescalation Staff (3 people, 24/7)  Oasis Room Rental		\$ 450,764	\$	95,000 450,764	\$ -	\$ 450,764	\$ 450,764
73			s -	L		\$ -	ş .	s -
74 75			s -	$\vdash$		s -	s -	s -
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82 83				_				
84	TOTAL OTHER EXPENSES	s -	\$ 545,764	s	545,764	s -	\$ 545,764	\$ 545,764
85 96	Capital Expenses						ı	
86 87	Сирии схренбев		s -	Г		s -	s -	s -
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89 90			s -	H		s -	s .	s -
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93 94				L		s -		
	TOTAL CAPITAL EXPENSES	ş -	s .	s	-	s -	\$ .	s -
96								
97	HSH #3					Temp	late last modified	9/1/2021

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOU	ISING	i										Г	
2	SALARY & BENEFIT DETAIL Document Date	-												
	Provider Name	-												
	Program	-												
6	F\$P Contract ID#													
	Budget Name	_										****		
8		H				Yea	1/1/2021-		1/1/2021-	1/1/2021-	0/1/2020	All Years	_	0/4/2020
	POSITION TITLE		Agency T	otals	For HSH		6/30/2022		5/30/2022	6/30/2022	9/1/2020 - 12/31/2021	9/1/2020 - 6/30/2022		9/1/2020 - 6/30/2022
10			0,		Prog	ram	Current/Actuals	Ai	mendment	New	Current/Actuals	Modification		New
		А	nnual Full		% FTE	Adjusted								
		Time	e Salary (for	Position FTE	funded by	Budgeted	Budgeted Salary		Change	<b>Budgeted Salary</b>	Budgeted Salary	Change	В	udgeted Salary
11		1	00 FTE)	FIE	this budget	FTE								
12	Monitor 1	\$	50,960	4.00	50%	2.00		\$	101,920	\$ 101,920	\$ -	\$ 101,92	0 \$	101,920
13	Monitor 2	\$	50,960	4.00	50%	2.00		\$	101,920	\$ 101,920	\$ -	\$ 101,92	0 \$	101,920
14	Monitor 3	\$	50,960	4.00	50%	2.00		\$	101,920	\$ 101,920	\$ -	\$ 101,92	0 \$	101,920
15	Lead Monitor	\$	54,080	3.75	47%	1.75		\$	94,640	\$ 94,640	\$ -	\$ 94,64	0 \$	94,640
16	Supervisor	\$	57,200	1.00	50%	0.50		\$	28,600	\$ 28,600	\$ -	\$ 28,60	0 \$	28,600
17	Program Director	\$	78,000	1.00	30%	0.30		\$	23,400	\$ 23,400	\$ -	\$ 23,40	0 \$	23,400
18	Van Driver	\$	49,920	1.00	13%	0.13		\$	6,240	\$ 6,240	\$ -	\$ 6,24	0 \$	6,240
19	Case Manager	\$	53,040	2.00	50%	1.00		\$	53,040	\$ 53,040	\$ -	\$ 53,04	0 \$	53,040
20	Tutor	\$	45,760	1.00	55%	0.55		\$	25,350	\$ 25,350	\$ -	\$ 25,35	0 \$	25,350
21	Program Assistant	\$	45,760	1.00	56%	0.56		\$	25,740	\$ 25,740	\$ -	\$ 25,74	0 \$	25,740
22	Program Coordinator	\$	55,640	1.00	50%	0.50		\$	27,820	\$ 27,820		\$ 27,82		
23	Site Manager	\$	60,320	1.00	25%	0.25		\$	15,000	\$ 15,000	\$ -	\$ 15,00	0 \$	15,000
24	Janitor/Housekeeping	\$	41,600	2.00	50%	1.00		\$	41,600	\$ 41,600	-	\$ 41,60		
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55						L SALARIES	\$ -	\$	647,190	\$ 647,190	\$ -	\$ 647,19	0 \$	647,190
56		I			TOTAL FTE	12.54					Ì			
57		I			FRINGE BE		32.06%			32.06%				
58		I			LOYEE FRING			\$	207,495	\$ 207,495	'	\$ 207,49		
59				TOTA	AL SALARIES	& BENEFITS	\$ -	\$	854,685	\$ 854,685	\$ -	\$ 854,68	5 \$	854,685
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1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORTI	VE HOUSING
2	APPENDIX B, BUDG	ET		
3	Document Date	7/1/2021		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	9/1/2020		2
6	Amended Term	9/1/2020	12/31/2021 6/30/2023	3
	Amended Term	9/1/2020	0/30/2023	3
7				
		Approved S	Subcontractors	
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_		EPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING PPENDIX B, BUDGET											
	Document Date	7/1/2021	1										
3	Document Date	7/1/2021											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	12/31/2021	2									
6	Amended Term	9/1/2020	6/30/2023	3									
7						Year 1			Year 2			Year 3	
8	Service Component			9/1/	'2020 - 8/31/20	21	9/1/2021 - 6/30/2022			7/1/2022 - 6/30/2023			
10	Participant Support				59		59			TBD			
11	Program Support				59		59						
12	12 Building Operations				59		59						
13													
14	14												
15													
16													
17													
18						•		•			•		

## Appendix C, Method of Payment

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

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

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

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

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

# D. Spend Down

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

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

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

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Page 2 of 5 January 1, 2021

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

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

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

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

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

### A. Advance Requirements:

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

- 1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
- 2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
- 3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

## B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.

2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

# C. Advance Repayment Process:

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

# **Appendix D - Interests In Other City Grants**

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

City Department or Commission	Date of Grant	Amount of Grant
First Friendship Family Shelter	7/01/20-06/30/21	\$878,031.00
Homeless Storage Site	7/01/20-6/30/21	\$161,136.00
Shelter In Place	8/01/20-6/30/21	\$8,876,714
Emergency Solutions Grants	7/01/20-6/30/25	\$312,500

Appendix D to G-100 Page 1 of 1 January 1, 2021 F\$P#: 1000020746

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

# SECOND AMENDMENT TO GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and PROVIDENCE FOUNDATION OF SAN FRANCISCO

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

#### **RECITALS**

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

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

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

- 1. **Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
  - (a) Agreement. The term "Agreement" shall mean the Agreement dated **January 1, 2021** between Grantee and City; and **First Amendment**, dated **January 1, 2022**.
- **2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
  - **2.1 ARTICLE 3 TERM** of the Agreement currently reads as follows:
    - **3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

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#### 3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

#### **ARTICLE 3 TERM**

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

#### 3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **July 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- **Section 4.2 Grantee's Personnel** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

#### 4.2 Grantee's Personnel.

- (a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- (b) Grantor Vaccination Policy.
  - (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <a href="https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors">https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors</a>.
  - (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City

G-150 (3-23; HSH 3-23) Page 2 of 17 July 1, 2023 F\$P: 1000020746

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

- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
  - A. Where applicable, Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
  - B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <a href="https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors">https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors</a> (navigate to "Exemptions" to download the form).
- **2.3 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS** of the Agreement currently reads as follows:
  - 5.1 Maximum Amount of Grant Funds.
  - (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Nine Million Four Hundred Ninety Seven Thousand Five Hundred Nineteen Dollars (\$9,497,519).
  - (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, Three Million Nine Hundred Ten Thousand Seven Hundred Forty Three Dollars (\$3,910,743) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and

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executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- **5.2** Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.
- **5.3 Disbursement Procedures**. Grant Funds shall be disbursed to Grantee as follows:
  - (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
  - (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

#### **5.4** State or Federal Funds

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(a) **Disallowance**. With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later

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disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. Additionally, City may seek reimbursement from the Federal Emergency Management Agency (FEMA) for a portion, or all of the costs, paid under this Agreement. As a condition of receiving these funds, Grantee shall comply the FEMA terms set forth in Appendix F, FEMA Emergency & Exigency Grants Requirements.

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

#### ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

#### 5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Nine Million Nine Hundred Twenty Thousand Eight Hundred Ninety Dollars (\$9,920,890).
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, Four Hundred Fifty Six

  Thousand Five Hundred Forty One Dollars (\$456,541) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.
- **5.2** Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in

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

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

#### 5.4 State or Federal Funds.

- (a) **Disallowance**. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The

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incorporated terms and requirements are stated in Appendix E, Federal Requirements, and Appendix F, Additional Federal Requirements.

**2.4 ARTICLE 10 INSURANCE** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

#### **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 and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- **10.2** Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as Additional Insured City and County of San Francisco 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.

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- **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 with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- **10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- **10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as Additional Insureds.
- **2.5 Section 13.3 Subcontracting** of the Agreement is hereby deleted and replaced in its entirety to read as follows:
  - **13.3 Subcontracting.** If Appendix B, Budget, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix B, Budget, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
  - (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and

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

- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.
- **2.6 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS** of the Agreement is deleted and replaced by the following:
  - **15.1 Requirements**. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or Department of Homelessness and Supportive Housing

City: Contracts Unit

440 Turk Street

San Francisco, CA 94102 hshcontracts@sfgov.org

If to Grantee: Providence Foundation of San Francisco

4601 Third Street

San Francisco, CA 94124

Attn: Patricia Doyle, Executive Director pdoyle@providencefoundationsf.org

Any notice of default must be sent by registered mail.

**15.2** Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

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- **15.3 Change of Address**. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.
- **Section 16.10 Reserved. (First Source Hiring Program)** is hereby deleted and replaced in its entirety to read as follows:
  - **16.10 First Source Hiring Program**. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 2.8 Section 16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants Standard of Care) is hereby deleted and replaced in its entirety to read as follows:
  - 16.21 Additional Provisions for Shelter and Resource Center Grants Standard of Care.
  - (a) As required by Administrative Code Sec. 20.404, Grantee agrees to:
    - (1) Treat all shelter clients equally, with respect and dignity;
    - (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
    - (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
    - (4) Provide feminine hygiene and incontinence supplies upon request;
    - (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
    - (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all

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- regulatory requirements of state and local law relating to the use and maintenance of AEDs;
- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
  - A. Appropriate and secure storage of medication;
  - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
  - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside

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- each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;
- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall:
- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff

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person by name and position;

- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and
- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:
  - A. Hand washing requirements and other communicable disease prevention;
  - B. Proper food handling and storage;
  - C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
  - D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
  - E. Safe and appropriate interaction with shelter clients who suffer

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from mental illness or substance abuse;

- F. On-the-job burn-out prevention;
- G. Requirements under the ADA;
- H. Policies and procedures explained in shelter training manuals; and
- I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.
- (b) In addition, Contractor agrees:
  - (1) To be liable to the City for liquidated damages as provided below;
  - (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;
  - (3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to \$1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;
  - (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
  - (5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.
- **2.9** Section 16.23 Additional Requirements for Federally-Funded Awards of the Agreement is hereby deleted and replaced in its entirety to read as follows:

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## 16.23 Additional Requirements for Federally-Funded Awards.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
  - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procures a commercial sex act during the period of time that the award is in effect; or
  - (3) Uses forced labor in the performance of the award or sub-awards under the award.
- **2.10 Section 16.24 Contractor Vaccination Policy** of the Agreement is hereby deleted and replaced with the following:
  - 16.24 Additional City Compliance Requirements. Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.
- **2.11 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:
  - **17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

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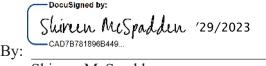
- Appendix A, Services to be Provided (dated July 1, 2023)
- Appendix B, Budget (dated July 1, 2023)
- Appendix C, Method of Payment (dated July 1, 2023)
- Appendix D, Interests in Other City Grants (dated July 1, 2023)
- Appendix E, Federal Requirements
- Appendix F, Additional Federal Requirements
- **2.12** Appendix A, Services to be Provided, of the Agreement is hereby replaced in its entirety by Appendix A, Services to be Provided (dated July 1, 2023) for the period of September 1, 2020 to July 31, 2023.
- **2.13 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2023) for the period of September 1, 2020 to July 31, 2023.
- **2.14** Appendix C, Method of Payment, of the Agreement is hereby replaced in its entirety by the modified Appendix C, Method of Payment (dated July 1, 2023).
- 2.15 Appendix D, Interests in Other City Grants of the Agreement is hereby replaced in its entirety by the modified Appendix D, Interests in Other City Grants (dated July 1, 2023).
- **2.16 Appendix E, Federal Requirements,** is hereby added as an Appendix to the Agreement.
- **2.17 Appendix F, Additional Federal Requirements,** is hereby added as an Appendix to the Agreement.

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

#### **CITY**

# DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING



Shireen McSpadden Executive Director

#### **GRANTEE**

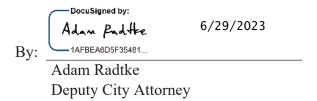
# PROVIDENCE FOUNDATION OF SAN FRANCISCO



Patricia Doyle Executive Director

City Supplier Number: 0000012776 Unique Entity ID: K8RMRATPF8H5

Approved as to Form: David Chiu City Attorney



#### Appendix A, Services to be Provided by Providence Foundation of San Francisco Oasis Family Shelter

#### I. Purpose of Grant

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

#### **II.** Served Population

Grantee shall serve families who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Families are defined as households consisting of at least one adult age 18 or older and at least one minor child under age 18, and people who are pregnant. Grantee shall determine accommodation of clients with service or companion animals at the shelter. Guests may also include those who meet the California Department of Social Services (CDSS) definition of homelessness and who are receiving CalWORKs benefits.

#### III. Referral and Prioritization

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

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

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

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

#### **IV.** Description of Services

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

Grantee shall adhere to the Shelter Standards of Care Legislation, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. Grantee shall provide the following services during the term of this grant:

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#### A. Stewardship of the Lease:

- 1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
- 2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
- 3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.
- B. <u>Shelter Support Services</u>: Grantee shall provide, at minimum, the following Shelter Support Services:
  - 1. Problem-Solving: Grantee shall engage in problem solving conversations with households, including exploring housing options outside of the HRS such as relocation, advocating on behalf of households with landlords, and/or conflict mediation.
  - 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
  - 3. Intake and Assessment: Grantee shall conduct intake and assessment with each household to review the components of the Family Success Plan and identify strengths and needs to create a customized Family Success Plan that addresses Housing, Financial, Education, Employment and Family Stability within the first week the family resides in the shelter.
  - 4. Case Management: Grantee shall provide ongoing Case Management to households to support the goals of the Family Success Plan. Grantee shall review the Family Success Plan at the first Case Management meeting, at the end of 90 days in shelter, and every 30 days thereafter.
  - 5. Case Coordination: Grantee shall collaborate with Access Points and other service providers, such as, but not limited to Rapid Rehousing providers to coordinate housing search and placement. Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
  - 6. Housing Search and Placement Support: Grantee shall assist households with identifying strengths and needs in relation to searching for and obtaining housing. This may include, but is not limited to, reviewing credit reports and any eviction history. Grantee will assist in notifying households of housing opportunities and assistance with housing applications. Grantee shall assist households with strengthening in areas that are needed to gain housing.

- 7. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
- 8. Behavioral Health: Grantee shall address any behavioral health and health needs in house or by referral.
- 9. Financial Planning Assistance: Grantee shall develop a plan with households who reside in the shelter for more than 30 days to save 75 percent of their net earnings in a trust account. Grantee shall also work with households on a budget and financial literacy, including opening a bank account if households do not already have one.
- 10. Support Groups, Social Events and Organized Activities: Grantee shall provide families with opportunities to take part in organized gatherings for peer support that are appropriate for the facility's hours of operation. These events may be planned with or based on input from families and shall be held on-site at least once per week. Grantee shall post and provide families with a monthly calendar of events.
- 11. Shelter Community Meetings: Grantee shall conduct monthly community meetings for families where they may discuss building/program concerns and program ideas.
- 12. Extensions: Grantee Directors may grant households an extension of stay in line with established HSH length of stay and extension policies. If a family is accepted into a Rapid Rehousing program or if the family is slated to enter Permanent Supportive Housing (PSH), the stay may be extended through the duration of the housing search, or until the PSH unit is available, respectively.
- 13. Referrals and Coordination of Services: Grantee shall also communicate and coordinate with outside service providers to support existing clients in their transition, including, but not limited to assisting clients in obtaining and maintaining public benefits:
  - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g., County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
  - b. Mental health, behavioral health and treatment services;
  - c. Supportive programs to support an individual's independence (e.g., In-Home Support Services); and

- d. Employment and job-related services (e.g., Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
- 14. Emergency Response and Conflict Resolution: Grantee shall provide Support Services staff who shall be equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution during the shelter hours of operation.
- 15. Wellness Checks: Grantee shall conduct wellness checks, in accordance with HSH policies, as necessary, to identify clients who show signs of concern.
- C. <u>Guest Referral and Intake Services</u>: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- D. <u>Program Support</u>: Grantee shall provide programmatic support, including, but not limited to:
  - 1. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
  - 2. Hiring and supervision of onsite staff and any subcontractors; and
  - 3. Data entry and reporting.

#### E. Building Operations:

- 1. Grantee shall maintain pest-free facilities and systems in full compliance with requirements of the agreement with the landlord and in accordance with DPH requirements and guidelines to maintain the health and safety of guests and staff and ensure that smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, and access to hygiene are in working condition.
- 2. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for guests, partner agencies and on-site staff.
- 3. Laundry: Grantee shall provide laundry services.
- 4. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH requirements and standards.
- 5. Furnishings and Guest Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for guests.
- 6. Personal Protective Equipment (PPE): Grantee shall be responsible for maintaining and replacing their own PPE supplies.
- 7. Biohazard Cleaning: Grantee shall ensure that units receive deep cleaning when a room or unit that is sheltering a COVID-19 positive guest turns over; when a guest becomes symptomatic; or in the event of a death on site.

8. Meals: Grantee shall provide two meals per day to guests in accordance with all Shelter Standards of Care requirements.

#### V. Location and Time of Services

Grantee shall provide services at the Oasis Family Shelter located at 900 Franklin Street, 24 hours per day, seven days per week.

#### VI. Service Requirements

- A. <u>Facilities</u>: Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards<sup>1</sup>.
- B. <u>Language and Interpretation Services</u>: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <a href="https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers">https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers</a>.
- C. <u>Shelter Expansion</u>: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.

#### D. Dietary and Food Safety

Grantee shall meet the following meal dietary requirements:

- 1. Provide meals for clients following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established meal pattern, portion sizes and vegetarian and religious/diet accommodations;
- 2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;

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

- 3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
- 4. Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.
- E. <u>Case Conferences</u>: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.
- F. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

#### G. Feedback, Complaint and Follow-up Policies:

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

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

#### H. City Communications and Policies

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

- 1. Regular communication to HSH about the implementation of the program;
- 2. Attendance of quarterly HSH meetings, as needed, such as, but not limited to: hearings on issues related to homelessness<sup>2</sup>; SGAC meetings; Attendance of the Shelter Monitoring Committee Meetings<sup>3</sup>; Local Homeless Coordinating Board<sup>4</sup>; Stakeholder Meeting; and Shelter Access Workshops;
- 3. Attendance of trainings, as requested;
- 4. Adherence to the Shelter Standards of Care requirements;

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<sup>&</sup>lt;sup>2</sup> If the Grantee supervisor has questions about whether or not attending the meeting/hearing in question is within the scope of services, the supervisor shall contact the HSH Family Emergency Services Manager or a designee for clarification.

<sup>&</sup>lt;sup>3</sup> The Shelter Monitoring Committee has the option of inviting the Client Advocates to attend meetings. If the Client Advocate is a member of the Shelter Monitoring Committee, then that Client Advocate may attend.

<sup>&</sup>lt;sup>4</sup> The Board has the option of inviting the Client Advocates to the meeting. If the Client Advocate is a member of the Board then that advocate may attend. If there is an agenda item that pertains to the grievance process, then the Client Advocates may attend.

- 5. Adherence to the Shelter Guest Advocate Agreement;
- 6. Adherence to the HSH Shelter Grievance Policy;
- 7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- I. <u>Critical Incident</u>: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- J. <u>Disaster and Emergency Response Plan</u>: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- K. <u>Good Neighbor Policies</u>: Grantee shall maintain a good relationship with the neighborhood, including:
  - 1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
  - 2. That the Grantee Director or Manager or a representative will attend appropriate neighborhood meetings;
  - 3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
  - 4. Minimizing the impact on the neighborhood of served population waiting to enter the service location; and
  - 5. Active discouragement of loitering in the area surrounding the building.
- L. <u>Safety and De-Escalation</u>: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and deescalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
  - 1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
  - 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
  - 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;

- 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
- 5. Assistance with conflict de-escalation and crisis management.

#### M. Data Standards:

- 1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process<sup>5</sup> including but not limited to:
  - a. Entering all client data within three working days (unless specifically requested to do so sooner);
  - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
  - c. Running monthly date quality reports and correcting errors.
- 2. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <a href="https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process">https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process</a>.
- 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
- 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
- 5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

#### N. Record Keeping and Files:

- 1. Grantee shall maintain all eligibility and inspection documentation in the Online Navigation and Entry (ONE) System and maintain hard copy files with eligibility, including homelessness verification documents.
- 2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

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<sup>&</sup>lt;sup>5</sup> HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: https://hsh.sfgov.org/get-information/one-system/.

- O. <u>Harm Reduction</u>: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the <u>HSH Overdose Prevention Policy</u>. Grantee staff who work directly with guests will participate in annual trainings on harm reduction, overdose recognition and response.
- P. <u>Housing First</u>: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, lowbarrier access to housing and services.

#### VII. Service Objectives

- A. Grantee shall maintain an average unit utilization rate of at least 90 percent at any time.
- B. Grantee shall offer case management services to 100 percent of guests.

#### **VIII.** Outcome Objectives

- A. A minimum of 80 percent of guests exiting the program who have stayed in the program for 30 days or more will move into permanent housing such as rental by client with subsidy, shared housing, market rate housing, transitional housing or a residential treatment program; and
- B. One hundred percent of guests will receive housing advocacy support, including gathering and uploading of vital documents, document readiness, notifying households of housing opportunities and assistance with housing applications as needed.
- C. Eighty percent of guests who participated in the Client Satisfaction Survey will rate services as "Excellent" or "Good". Grantee shall use the following standardized question: "How would you rate the [name of program] Program overall?" The options should be "Excellent", "Good", "Fair" and "Poor".

#### **IX.** Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month.

- D. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- E. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.
- F. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. Grantee shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual (https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by the U.S. Department of Housing and Urban Development and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- I. Grantee shall provide the CalWORKS Housing Subsidy Program (CWHSP) State Data report monthly through the Launchpad data system by the 10<sup>th</sup> of the month. Grantee shall provide monthly employment status in the State data report.

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

#### X. Monitoring Activities

A. <u>Program Monitoring</u>: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: guest files, the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match

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sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but is not limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

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

A	В	С	D	E	Н	K	N	0	P	AO	AP	AQ
DEPARTMENT OF H		ND SUPPORTIVE H	OUSING									Page 1 of 9
APPENDIX B, BUDG		1										
Document Date	7/1/2023		Duration	1								
Contract Term	Dania Data	End Date	(Years)									
	Begin Date		-									
Current Term	9/1/2020	6/30/2023	3									
Amended Term	9/1/2020	7/31/2023	4									
Provider Name		idence Foundation										
Program	Ua	sis Family Shelter										
F\$P Contract ID#		1000020746										
Action (select)		Amendment										
Effective Date		7/1/2023										
Budget Names	General Fund & Order - Shelter	Prop C - Shelter, H	SA Work									
	Current	New		•								
Term Budget	\$ 9,091,291			1								
			10%	l				EXTENSION YEAR				
Contingency			10%									
Not-To-Exceed	\$ 9,497,519	\$ 9,920,890		Year 1	Year 2	Year 3		Year 4			All Years	
				9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2023 -	9/1/2020 -	9/1/2020 -	9/1/202
				6/30/2021	6/30/2022	6/30/2023	7/31/2023	7/31/2023	7/31/2023	6/30/2023	7/31/2023	7/31/20
1				Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New
Expenditures												
Salaries & Benefits				\$ -	\$ -	\$ 1,997,333	\$ -	\$ 186,621	\$ 186,621	\$ 1,997,333	\$ 186,621	\$ 2,18
Operating Expense				\$ -	\$ -	\$ 977,333	\$ -	\$ 31,970	\$ 31,970	\$ 977,333	\$ 31,970	\$ 1,00
Subtotal				\$ -	\$ -	\$ 2,974,666	\$ -	\$ 218,592	\$ 218,592	\$ 2,974,666	\$ 218,592	\$ 3,19
Indirect Percentage												
Indirect Cost (Line 2	2 X Line 23)			\$ -	\$ -	\$ 389,631	\$ -	\$ 29,466	\$ 29,466	\$ 389,631	\$ 29,466	\$ 41
Other Expenses (No	t subject to indire	ect %)		\$ -	\$ -	\$ 828,055	\$ -	\$ 125,000	\$ 125,000	\$ 828,055	\$ 125,000	\$ 95
Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$
Total Expenditures				\$ 1,260,119	\$ 3,738,075	\$ 4,192,352	\$ -	\$ 373,057	\$ 373,057	\$ 9,190,546	\$ 373,057	\$ 9,56
HSH Revenues (sele	ct)											
General Fund - Ong				\$ 1,153,764	\$ 925,609	\$ 577,484	Ś -	\$ 49,567	\$ 49,567	\$ 2,656,857	\$ 49,567	\$ 2,70
Prop C - One-time C		av		\$ 7,100	\$ -	s -	s -	\$ -	\$ -	\$ 7,100	\$ -	\$
Prop C		-,		\$ -	\$ 1,794,751	\$ 1,800,000	\$ -	\$ 154,500	\$ 154,500	\$ 3,594,751	\$ 154,500	\$ 3,74
Work Order HSA				ς -	\$ 833,880	\$ 833,880	\$ -	\$ 69,490	\$ 69,490	\$ 1,667,760	\$ 69,490	\$ 1,73
General Fund - One	-Time			¢ .	\$ 183,835	\$ 520,625	¢ .	\$ -	\$ 05,450	\$ 704,460	\$ -	\$ 70
General Fund - One				\$ .	\$ 103,033	\$ 460,363	\$ -	\$ 99.500	\$ 99,500	\$ 460,363	\$ 99,500	\$ 55
General Fund - Ong	onig (nent)			¢ .	· ·	¢ 400,303	· ·	\$ 99,500	\$ 99,500	¢ 400,303	\$ 99,500	¢ 53
Total HSH Revenue	•			\$ 1,160,864	\$ 3,738,075	\$ 4,192,352	ė -	\$ 373,057	\$ 373,057	\$ 9,091,291	\$ 373,057	\$ 9,46
iotai non nevenue	3			7 1,100,804	3,730,075	y 4,132,352	-	y 3/3,05/	y 3/3,05/	y 5,051,291	y 3/3,05/	y 3,46
Other Revenues (to	offset Total Even	nditures)										l
	onset rotal expe	iluitules)		00.355						99,255		9
Private Match				99,255			_	<del></del>	-	99,255		H 9
Tatal Other D				00.355	-	-	-	_	-	00.255		_
Total Other Revenu	ies			99,255	-	-	-		-	99,255	-	9
										-		
Total HSH + Other	Revenues			1,260,119	3,738,075	4,192,352	-	373,057	373,057	9,190,546	373,057	9,56
Rev-Exp (Budget M	atch Check)				-	-	-			-		
Total Adjusted Sala		s)							27.06			
Template last mod		7/26/20	22					•		•		
NOTE: HSH budgets				•								
multiple years, stric												
budgets at any give												
	on ana Junaing av	railability, and are r	not'									
guaranteed. For fur 100 Grant Agreeme	ther information,	please see Article 2	2 of the G-									

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П	Α	В	С	D	G	J	K	N	0	Р	AO	AP	AQ
1	DEPARTMENT OF H			IOLISING	Ü		IX.		Ŭ	· · · · · ·	AO	A	Page 2 of 9
	APPENDIX B, BUDGI		10 3011 0111111	10031140									1 age 2 01 5
-	Document Date	7/1/2023	1										
Ť	Document Date	77172023		Duration	1								
-	Contract Term	Begin Date	End Date	(Years)									
-	Current Term	9/1/2020	6/30/2023	3									
-	Amended Term	9/1/2020	7/31/2023	4									
	Provider Name		dence Foundation										
8	Program	Oasi	is Family Shelter										
9	F\$P Contract ID#		1000020746										
10	Action (select)	,	Amendment										
11	Effective Date		7/1/2023										
12	Budget Name	General Fund & I	Prop C - Shelter										
13		Current	New		-								
14	Term Budget	\$ 7,423,531	\$ 7,727,099										
15	Contingency	\$ 406,228	\$ 456,541	10%					<b>EXTENSION YEAR</b>				
-	Not-To-Exceed	\$ 9,497,519	\$ 9,920,890		Year 1	Year 2	Year 3		Year 4			All Years	
	•		•		9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2023 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
ا . ـ ا					6/30/2021	6/30/2022	6/30/2023	7/31/2023	7/31/2023	7/31/2023	6/30/2023	7/31/2023	7/31/2023
17				i	0/30/2021	0/30/2022	0/30/2023	7/31/2023	7/31/2023	7/31/2023	0/30/2023	7/31/2023	7/31/2023
					Actuals	Actuals	Current	Current	Amendment	New	Current/Actuals	Amendment	New
18	= 11.												
	Expenditures						4 400000		4 450 405	4 4=0.40=	4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	4 450 405	A
	Salaries & Benefits				-	-	\$ 1,803,28		\$ 150,187		\$ 1,803,282	\$ 150,187	
-	Operating Expense				-	-	\$ 898,14		\$ 30,152	\$ 30,152	\$ 898,142	\$ 30,152	\$ 928,294
-	Subtotal				-	-	\$ 2,701,42		\$ 180,340		\$ 2,701,424	\$ 180,340	\$ 2,881,763
	Indirect Percentage				-		12.91			15.00%	1		
24	Indirect Cost (Line 2				-	-	\$ 348,63		\$ 23,728		\$ 348,632	\$ 23,728	\$ 372,360
	Other Expenses (Not		ect %)		-	-	\$ 308,41		\$ 99,500		\$ 308,417	\$ 99,500	
	Capital Expenditure						\$	- \$ -	\$ -	\$ -	Ş -	\$ -	Ÿ
	Total Expenditures				1,260,119	2,904,195	3,358,47	2 -	303,568	303,568	7,522,786	303,568	7,826,354
29													
	HSH Revenues (selec												
	General Fund - Ongo				1,153,764	925,609	577,48	4 -	49,567	49,567	2,656,857	49,567	2,706,424
	Prop C - One-time C	OVID-19 Bonus Pa	ay		7,100	-				-	7,100		7,100
-	Prop C	T			-	1,794,751	1,800,00		154,500	154,500	3,594,751	154,500	3,749,251
	General Fund - One-				-	183,835	520,62			-	704,460	-	704,460
	General Fund - Ongo	oing (Rent)			-	-	460,36	3	99,500	99,500	460,363	99,500	559,863
39					4.400.533							-	-
40	Total HSH Revenues	5			1,160,864	2,904,195	3,358,47	-	303,567	303,567	7,423,531	303,567	7,727,099
ا . ا	Other Berner (	· (f) · · · · · · · · · · · · · · ·							1				
-	Other Revenues (to	omset Total Exper	naitures)						1				
	Private Match				99,255	-			+	-	99,255	-	99,255
46					-	-			+	-		-	-
47	Total Other Revenu	es			99,255	-		-	-	-	99,255	-	99,255
48									1		-	-	-
49	Total HSH + Other R	Revenues			1,260,119	2,904,195	3,358,47	2 -	303,567	303,567	7,522,786	303,567	7,826,354
50	Rev-Exp (Budget Ma	itch Check)			\$ -	\$ -	\$	- \$ -		\$ -	\$ -		\$ -
51	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,						-			-	•	
52	· ·	•				***************************************							

<b>-</b>	A	Т		W	Х	Υ	Z	AA	AB	AC	CH	CI		CJ
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING SALARY & BENEFIT DETAIL												Page	3 of 9
3		7/1/2023												
_		Providence Found	lati											
		Dasis Family Shelt												
6	F\$P Contract ID#	1000020746												
7	Budget Name	General Fund & F	ro				EXTENSIO							
8		Year 3					Yea					All Years		
١.	POSITION TITLE	7/1/2022 -				For HSH	I Funded	7/1/2023 -	7/1/2023 -	7/1/2023 -	9/1/2020 -	9/1/2020 -		1/2020 -
9	-	6/30/2023	$\dashv$	Agency To	otais	Prog	gram	7/31/2023	7/31/2023	7/31/2023	6/30/2023	7/31/2023	//	/31/2023
10	-	Current	+					Current	Amendment	New	Current/Actuals	Amendment		New
				nnual Full Time	Position	% FTE	Adjusted							
		Budgeted Salary	Sa	alary (for 1.00	FTE	funded by		Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budg	geted Salary
11				FTE)		this budget	FTE							
12	Monitor 1 (AM) (1.40 for 7 days) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ 85,987.2	_						\$ -	\$ -	\$ 85,987		\$	85,987
13	Monitor 2 (SWING) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ 107,484.0							\$ -	\$ -	\$ 107,484		\$	107,484
14	Monitor 3 (GRAVEYARD) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ 133,941.6	_						\$ -	\$ -	\$ 133,942		\$	133,942
15		\$ -	\$	,	4.20	100%	4.20		\$ 19,871	\$ 19,871	\$ -	\$ 19,871	-	19,871
16	Lead Monitor - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ 140,400.0	0 \$	-					\$ -	\$ -	\$ 140,400	\$ -	\$	140,400
17	On-call Monitor	\$ -	\$	56,774	0.70	100%	0.70		\$ 3,312	\$ 3,312	\$ -	\$ 3,312	\$	3,312
19	Client Engagement Officers	\$ 177,000.0	0 \$	60,770	3.50	100%	3.50		\$ 17,725	\$ 17,725	\$ 177,000	\$ 17,725	\$	194,725
20	Shift Supervisors	\$ 265,574.4	0 \$	68,557	3.50	100%	3.50		\$ 19,996	\$ 19,996	\$ 265,574	\$ 19,996	\$	285,570
21	Director of Operations	\$ 96,000.0	0 \$	123,600	1.00	30%	0.30		\$ 3,090	\$ 3,090	\$ 96,000	\$ 3,090	\$	99,090
22	Program Assistant (LaTrenda-Old Position) - DISCONTINUE AFTER FY22-23 SPENDING YT	\$ 45,760.0	0 \$	-					\$ -	\$ -	\$ 45,760	\$ -	\$	45,760
23	Program Coordinator (Diana-Old Position) - DISCONTINUE AFTER FY22-23 SPENDING YTI	\$ 27,617.2	.0 \$	-					\$ -	\$ -	\$ 27,617	\$ -	\$	27,617
24	Van Driver	\$ 26,520.0	0 \$	-						\$ -	\$ 26,520	\$ -	\$	26,520
25	Case Manager Supervisor	\$ -	\$	67,496	1.00	30%	0.30		\$ 1,687	\$ 1,687	\$ -	\$ 1,687	\$	1,687
26	Case Manager (3.5 FTE)	\$ 107,380.0	0 \$	63,201	3.50	100%	3.50		\$ 18,434	\$ 18,434	\$ 107,380	\$ 18,434	\$	125,814
27	Lead Case Manager (Position has ended and will not continue next FY) - DISCONTINUE A	\$ 7,841.6	0 \$	-					\$ -	\$ -	\$ 7,842	\$ -	\$	7,842
28	Onboarding Manager (LaTrenda-New Position)	\$ -	\$	94,760	1.00	30%	0.30		\$ 2,369	\$ 2,369	\$ -	\$ 2,369	\$	2,369
29	Compliance Manager (Diana-New Position)	\$ -	\$	94,760	1.00	30%	0.30		\$ 2,369	\$ 2,369	\$ -	\$ 2,369	\$	2,369
30	Site Manager	\$ 78,720.0	0 \$	84,460	1.00	100%	1.00		\$ 7,038	\$ 7,038	\$ 78,720	\$ 7,038	\$	85,758
31	Janitor/Housekeeper - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ 72,134.4	0 \$	-					\$ -	\$ -	\$ 72,134	\$ -	\$	72,134
32	Janitor (2 FTE)		\$	58,916	2.00	100%	2.00		\$ 9,819	\$ 9,819	\$ -	\$ 9,819	\$	9,819
33	Housekeeper (2 FTE)		\$	58,916	2.00	100%	2.00		\$ 9,819	\$ 9,819	\$ -	\$ 9,819	\$	9,819
57									\$ -	\$ -	\$ -	\$ -	\$	-
58		\$ 1,372,360.4	0			TOTA	L SALARIES	\$ -	\$ 115,529	\$ 115,529	\$ 1,372,360	\$ 115,529	\$	1,487,889
59						TOTAL FTE	21.60			•		•	•	
60		31.40	)%			FRINGE BE	NEFIT RATE	30.00%		30.00%	1			
61	i i	\$ 430,92	1		EMP	LOYEE FRING	GE BENEFITS	\$ -	\$ 34,659	\$ 34,659	\$ 430,921	\$ 34,659	\$	465,580
62		\$ 1,803,28	2		тоти	L SALARIES	& BENEFITS	\$ -	\$ 150,187	\$ 150,187	\$ 1,803,282	\$ 150,187	\$	1,953,469
63														
64														
65														

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-	A DEPARTMENT OF HOMELESSNESS AND SUPPORTI		G	Н	K		IVI	AL	AM	Page 4 of 9
2	OPERATING DETAIL	AE HOOSING								Page 4 01 9
3		7/4/2022								
4	Document Date Provider Name	7/1/2023 Providence Fou	ndation							
	Program	Oasis Family Sh								
6	F\$P Contract ID#	1000020746	eitei							
7	Budget Name		Prop C - Shelter							
8	Budget Name	delierai ruliu o	rrop c - sileiter			EXTENSION YEA	R			
		Year 1	Year 2	Year 3		Year 4			All Years	
9										
10		9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	7/1/2023 - 7/31/2023	9/1/2020 - 6/30/2023	9/1/2020 - 7/31/2023	9/1/2020 - 7/31/2023
				1	1	1	1			
11		Actuals	Actuals	Current	Current	Amendment	New	Current/Actuals	Amendment	New
	Utilities(Elec, Water, Gas, Phone, Scavenger)			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
15	Office Supplies			\$17,950		\$ 1,545	\$ 1,545	\$ 17,950	\$ 1,545	\$ 19,495
	Postage			\$ 500		\$ -	\$ -	\$ 500	\$ -	\$ 500
17	Building Supplies and Repairs			\$98,907		\$ 8,599	\$ 8,599	\$ 98,907	\$ 8,599	\$ 107,506
18	Printing and Reproduction			\$6,663		\$ 455	\$ 455	\$ 6,663	\$ 455	\$ 7,118
19	Insurance			\$ 15,410		\$ 1,288	\$ 1,288	\$ 15,410	\$ 1,288	\$ 16,698
20	Staff Training			\$ 5,000		\$ 429	\$ 429	\$ 5,000	\$ 429	\$ 5,429
21	Staff Travel-(Local & Out of Town)			\$ 300		\$ 26	\$ 26	\$ 300	1	
22	Rental of Equipment			\$ -		\$ -	\$ -	s -	\$ -	s -
23	Laundry Combined			\$ 29,047	Ì	\$ 2,318	\$ 2,318	\$ 29,047	-	*
24	Linens/Towels LaundryPTG Linen Service			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
25	Guest Laundry ServicePurple Tie			\$ -		\$ -	\$ -	\$ -	\$ -	s -
		1 . 3		T		<u> </u>	Ÿ	Ÿ	1	*
26	Client Supplemental Meals/Food/Other Supplies (2x7 m	eais)				\$ 6,181	\$ 6,181	\$ 110,000		
27	Client Supplies (hygiene, etc)			18547		\$ 1,717	\$ 1,717	\$ 18,547		\$ 20,264
	Client Transportation (Emergency Uber and Lift)			\$ 1,500		\$ 129	\$ 129	\$ 1,500	1	
29	Telephone/Cell/Cable/Internet			\$ 12,725		\$ 944	\$ 944	\$ 12,725		\$ 13,669
30	Cleaning & Janitorial			\$ 83,730		\$ 5,579	\$ 5,579	\$ 83,730	1	
31	Fire/Security Monitoring/Cameras			\$ 500		\$ -	\$ -	\$ 500	\$ -	\$ 500
32	Hotel Rent			\$ 460,363		\$ -	\$ -	\$ 460,363	\$ -	\$ 460,363
33	Communications (Walkie Talkies)			\$ 1,000		\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
34						\$ -	\$ -	\$ -	\$ -	\$ -
35	Consultants					\$ -	\$ -	\$ -	\$ -	\$ -
36	IT and HR Support			\$ 4,000		\$ 343	\$ 343	\$ 4,000	\$ 343	\$ 4,343
37	Wise Health			\$ 7,000		\$ 601	\$ 601	\$ 7,000	\$ 601	\$ 7,601
38				\$ -		s -	s -	s -	s -	s -
39						\$ -	\$ -	s -	s -	s -
47	Subcontractors (First \$25k Only)					\$ -	\$ -	s -	s -	s -
48	Safety and De-escalation			\$ 25,000		\$ -	\$ -	\$ 25,000	1	\$ 25,000
60	outery and De-establish			Ψ 25,000		-		ψ 25,000	-	ψ 25,000
61	TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ 898,142		\$ 30.152	\$ 30,152	\$ 898,142	\$ 30,152	\$ 928.294
	TOTAL OPERATING EXPENSES	э -		\$ 898,142	ъ -	j	j		ə 30,152	
62										
63	Other Expenses (not subject to indirect cost %)					Ι.	Ι.		ł	T
	Jones Security			\$ 308,417	-	\$ -	\$ -	\$ 308,417		\$ 308,417
	Rent					\$ 99,500	\$ 99,500	\$ -	\$ 99,500	\$ 99,500
74								-		1
75	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ 308,417	\$ -	\$ 99,500	\$ 99,500	\$ 308,417	\$ 99,500	\$ 407,917
76										
77	Capital Expenses									
78						s -		s -	s -	s -
84						s -	1	s -	s -	s
85					i			Ť	-	1 -
	TOTAL CARITAL EVENION		\$ -					s -		
86	TOTAL CAPITAL EXPENSES	\$ -	<b>5</b> -	\$ -	\$ -	- 1		<b>a</b> -	\$ -	\$ -
87										
88	HSH #3							Temp	late last modified	7/26/2022
					-	_			_	

2 API 3 Doo 4 Cor 5 Cur 6 Am 7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Buc	rm Budget	T 7/1/2023 Begin Date 9/1/2020 9/1/2020 Provid Oasis 1	End Date 6/30/2023 7/31/2023 ence Foundation 5 Family Shelter 000020746 mendment 7/1/2023 - Shelter New	Duration (Years) 3 4	G	,	М	N	0		AO	АР	AQ Page 5 of 9
2 API 3 Doo 4 Cor 5 Cur 6 Am 7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Bue	PENDIX B, BUDGE comment Date intract Term irrent Term mended Term ovider Name ogram P Contract ID# tition (select) fective Date idget Name	T 7/1/2023  Begin Date 9/1/2020 9/1/2020  Provid Oasis 1  ASA Work Order Current	End Date 6/30/2023 7/31/2023 ence Foundation 5 Family Shelter 000020746 mendment 7/1/2023 - Shelter New	Duration (Years) 3 4									- unc 5 0. 5
4 Cor 5 Cur 6 Am 7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Bud	ocument Date ontract Term irrent Term mended Term ovider Name ogram P Contract ID# tition (select) fective Date idget Name	7/1/2023  Begin Date 9/1/2020 9/1/2020 Provid Oasis 1 A  4SA Work Order Current	6/30/2023 7/31/2023 ence Foundation 5 Family Shelter .000020746 .mendment .7/1/2023 - Shelter New	(Years) 3 4									
4 Cor 5 Cur 6 Am 7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Buc 13	ontract Term irrent Term mended Term ovider Name ogram P Contract ID# ttion (select) fective Date idget Name	Begin Date 9/1/2020 9/1/2020 Provid Oasis 1 A  HSA Work Order Current	6/30/2023 7/31/2023 ence Foundation 5 Family Shelter .000020746 .mendment .7/1/2023 - Shelter New	(Years) 3 4									
5 Cur 6 Am 7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Buc 13	rrrent Term mended Term ovider Name ogram P Contract ID# tition (select) fective Date idget Name	9/1/2020 9/1/2020 Provid Oasis 1 A HSA Work Order Current	6/30/2023 7/31/2023 ence Foundation 5 Family Shelter .000020746 .mendment .7/1/2023 - Shelter New	3									
6 Am 7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Buc 13	mended Term ovider Name ogram P Contract ID# tition (select) fective Date idget Name	9/1/2020 Provid Oasis 1 A HSA Work Order Current	7/31/2023 ence Foundation s Family Shelter .000020746 Amendment 7/1/2023 - Shelter New	4									
7 Pro 8 Pro 9 F\$F 10 Act 11 Effe 12 Buc	ovider Name ogram P Contract ID# tion (select) fective Date idget Name	Provid Oasis 1 A HSA Work Order Current	ence Foundation s Family Shelter .000020746 .mendment 7/1/2023 - Shelter New										
8 Pro 9 F\$F 10 Act 11 Effe 12 Buc 13	ogram P Contract ID# ction (select) fective Date udget Name	Oasis 1 A HSA Work Order Current	s Family Shelter .000020746 Amendment 7/1/2023 - Shelter New										
9 F\$F 10 Act 11 Effe 12 Bud 13	P Contract ID# ction (select) fective Date idget Name erm Budget	1 A HSA Work Order Current	.000020746 Amendment 7/1/2023 - Shelter New										
10 Act 11 Effe 12 Buc 13	tion (select) fective Date udget Name rm Budget	ASA Work Order - Current	7/1/2023 - Shelter New										
11 <b>Eff</b> 12 <b>Bu</b> 13	fective Date udget Name erm Budget	HSA Work Order - Current	7/1/2023 - Shelter New										
12 <b>Buo</b>	rm Budget	HSA Work Order - Current	- Shelter New										
13	rm Budget	Current	New										
_													
4 Ter		\$ 1,667,760	\$ 1 737 250		1								
14	ntingency		7 1,737,230										
15 Cor	,	\$ 406,228	\$ 456,541	10%					EXTENSION YEAR				
16 <b>No</b> 1	ot-To-Exceed	\$ 9,497,519	\$ 9,920,890		Year 1	Year 2	Year 3		Year 4			All Years	
					9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2023 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
17					6/30/2021	6/30/2022	6/30/2023	7/31/2023	7/31/2023	7/31/2023	6/30/2023	7/31/2023	7/31/2023
18					Actuals	Actuals	New	Current	Amendment	New	Actuals	Amendment	New
_	penditures				71010015	71000015		Current	71110110110110	11011	71000010	74110114111011	
_	laries & Benefits				Ś -	\$ -	\$ 194,052	Ś -	\$ 36,434	\$ 36,434	\$ 194,052	\$ 36,434	\$ 230,485
_	perating Expense				Š -		\$ 79,191	Š -	\$ 1,818	\$ 1,818	\$ 79,191	\$ 1,818	\$ 81,009
22 Sub					\$ -	\$ -	\$ 273,243	\$ -	\$ 38,252		\$ 273,243	\$ 38,252	\$ 311,495
23 Ind	direct Percentage				10.00%	0.00%	15.00%	15.00%		15.00%			
24 Ind	direct Cost (Line 22	X Line 23)			\$ -	\$ -	\$ 41,000	\$ -	\$ 5,738	\$ 5,738	\$ 41,000	\$ 5,738	\$ 46,737
25 Oth	her Expenses (Not	subject to indirec	ct %)		\$ -	\$ -	\$ 519,638	\$ -	\$ 25,500	\$ 25,500	\$ 519,638	\$ 25,500	\$ 545,138
26 Car	pital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	tal Expenditures	·			\$ -	\$ 833,880	\$ 833,880	\$ -	\$ 69,490	\$ 69,490	\$ 1,667,759	\$ 69,490	\$ 1,737,250
29													
	SH Revenues (selec	<u>t)</u>											<u> </u>
	ork Order HSA				\$ -	,	\$ 833,880	\$ -	\$ 69,490	,	\$ 1,667,760	\$ 69,490	\$ 1,737,250
39					\$ -		\$ -			\$ -	\$ -	\$ -	\$ -
40 Tot	tal HSH Revenues				\$ -	\$ 833,880	\$ 833,880	\$ -	\$ 69,490	\$ 69,490	\$ 1,667,760	\$ 69,490	\$ 1,737,250
	da D / t		-lik\										
_	her Revenues (to d	niset rotal Expen	uitures)		ć	ć	ć			خ	ć	ć	\$ -
42 Priv 43	ivate Match				\$ - \$ -		\$ -			\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ -
	tal Other Revenue	ns.			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
**	tui Strier Neverlut				Ÿ	Ÿ -	·	· -	-	· -	7	,	-
48 49 <b>Tot</b>	tal HSH + Other R	evenues			\$ -	\$ 833,880	\$ 833,880	\$ -	\$ 69,490	\$ 69,490	\$ 1,667,760	\$ 69,490	\$ 1,737,250
70	v-Exp (Budget Ma				\$ -	\$ 633,880	\$ 633,880	\$ -	Ç 05,450	\$ 65,450	\$ 1,007,700	Ç 03,430	\$ 1,737,230
50 KeV	v-rvh (panaket IAI9)	cii ciieck)			· ·	· .	,	·			- ب		, -
52				·	I								1

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOL	JSING							-							Page 6 of 9
2	SALARY & BENEFIT DETAIL	_														
3	Document Date	7/1/2	2023													
_	Provider Name	_	dence Found													
	Program	_	Family Shel	1												
	F\$P Contract ID#		020746													
7	Budget Name		Work Order					EXTENSIO								
8			Year 3					Yea							All Years	
	POSITION TITLE		1/2022 -				For HSH	Funded	7/1/2023 -	7/1/2023		7/1/2023 -	9/1/20		9/1/2020 -	9/1/2020 -
9			30/2023		Agency To	otals	Prog	gram	7/31/2023	7/31/2023	-	7/31/2023	6/30/2		7/31/2023	7/31/2023
10	1		Current		LE UT	D	0/ 575	A 12 A 1	Current	Amendme		New	Actu		Amendment	New
11	NA	Ś		Annu	al Full Time	Position	% FTE	Adjusted	Budgeted Salary S -	Change	_	Budgeted Salary S -	_		Change	Budgeted Salary \$ 130.000
12	Monitor	\$	130,000	,	-					\$	_	•	-	30,000	\$ -	
13	Client Engagement Officers			\$	59,000	3.00		3.00		\$ 14,7	_	\$ 14,750		-	\$ 14,750	\$ 14,750
14	Case Manager	\$	26,520	\$	61,360	2.38	100%	2.38	\$ -	\$ 12,1	77	\$ 12,177	\$	26,520	\$ 12,177	\$ 38,697
15	Director of Operations	\$	6,480	\$	120,000	1.00	8%	0.08	\$ -	\$ 8	00	\$ 800	\$	6,480	\$ 800	\$ 7,280
16										\$	. :	\$ -	\$	-	\$ -	\$ -
										Ś .		Ś -	Ś	-	Ś -	\$ -
55	<del></del>	Ś	163,000	-			TOTA	L SALARIES	ć	\$ 27,7		\$ 27,727	\$ 1	63,000	\$ 27,727	
56		>	163,000							\$ 27,1	2/	\$ 21,121	\$ 1	63,000	\$ 21,121	\$ 190,727
57							TOTAL FTE	5.46								
58	1		19.05%				FRINGE BE	NEFIT RATE	31.40%			31.40%				
59	1	\$	31,052			EMP	LOYEE FRING	E BENEFITS	\$ -	\$ 8,7	06	\$ 8,706	\$	31,052	\$ 8,706	\$ 39,758
60	1	Ś	194.052			TOTA	L SALARIES	& BENEFITS	\$ -	\$ 36.4	34	\$ 36,434	\$ 1	94,052	\$ 36,434	\$ 230,485
61		7							1 7	, ,		- 50,151		.,	÷ 00).01	, <u> </u>
62																
63																

	A	Т	Н		K	Т	L		M	AL		AM		AN
1	DEPARTMENT OF HOMELESSNESS AND SUPPOR	TIVE	HOUSING										Pa	ge 7 of 9
2	OPERATING DETAIL													
3	Document Date	7/:	1/2023											
4	Provider Name	Pro	ovidence Four	ſ										
5	Program	Oa	sis Family She	3										
6	F\$P Contract ID#	10	00020746											
7	Budget Name	HS	A Work Orde	1										
8						E	XTENSION YEAR	₹						
9			Year 3				Year 4				Α	II Years		
10			7/1/2022 - 6/30/2023		7/1/2023 - 7/31/2023		7/1/2023 - 7/31/2023		7/1/2023 - 7/31/2023	9/1/2020 - 6/30/2023		1/2020 - 31/2023		1/2020 - /31/2023
11			Current		Current		Amendment		New	Actuals	Am	endment		New
12	Operating Expenses		Budgeted Expense		Budgeted Expense		Change		Budgeted Expense	Budgeted Expense		Change		udgeted xpense
13	Rental of Property	\$	-	\$		T	\$ -	\$	-	\$ _	\$		\$	_
	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	-	\$	-	+	\$ 1,717	\$	1,717	\$ -	\$	1,717	\$	1,717
20	Staff Travel-(Local & Out of Town)	\$	1,200	\$	-		\$ 102	\$	102	\$ 1,200	\$	102	\$	1,302
21	Rental of Equipment	\$	-	\$	-		\$ -	\$	-	\$ -	\$	-	\$	-
22	Client Needs and Costs	\$	77,991	\$	-		\$ -	\$	-	\$ 77,991	\$	-	\$	77,991
23							\$ -			\$ -	\$	-	\$	-
42	Consultants					Ì	\$ -			\$ -	\$	-	\$	-
43							\$ -			\$ -	\$	-	\$	-
54	Subcontractors (First \$25k Only)					Ī	\$ -			\$ _	\$	-	\$	_
55	-					T	\$ -			\$ -	\$	_	\$	-
67							•	•			·			
68	TOTAL OPERATING EXPENSES	\$	79,191	\$	-		\$ 1,818	\$	1,818	\$ 79,191	\$	1,818	\$	81,009
69														
70	Other Expenses (not subject to indirect cost %)													
	Rent	\$	519,638	\$	_		\$ 25,500	\$	25,500	\$ 519,638	\$	25,500	\$	545,138
83							•		,			•		
84	TOTAL OTHER EXPENSES	\$	519,638	\$	-		\$ 25,500	\$	25,500	\$ 519,638	\$	25,500	\$	545,138
85						•-		_						
	Capital Expenses													
87						T	\$ -			\$ -	\$	-	\$	-
94							•	_					•	
95	TOTAL CAPITAL EXPENSES	\$	-	\$	-		\$ -	\$	-	\$ -	\$	-	\$	-
96						•								
97	HSH #3									Templ	late la	st modified		7/26/2022

	Α	В	С	D	Е
1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORT	IVE HOUSING	Page 8 of 9
2	APPENDIX B, BUDG	ET	-		
3	Document Date	7/1/2023			_
4	Contract Term	Begin Date	End Date	Duration (Years)	
5	Current Term	9/1/2020	6/30/2023	3	
6	Amended Term	9/1/2020	7/31/2023	3	
7					]
8		Approved S	Subcontractors		
	Jones Security (end	ed FY22-23)			]
11		- ,			1
12					1
13					1
14					1
15					1
16					
17					]
18					
19					
20					
21					
22					_
23					1
24					1
25					

	А	В	С	D	Е	F	G	Н	I	J	K	L	М
1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORT	IVE HOUSING							Pa	age 9 of	9
2	APPENDIX B, BUDG	ET											
3	Document Date	7/1/2023											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2023	3									
6	Amended Term	9/1/2020	7/31/2023	3									
7						Year 1			Year 2			Year 3	
8		Service (	Component			/1/2020 /30/202			/1/2021 /30/202			/1/2022 /30/202	
10	Families					59			59			59	
11													
12													
13													
14													
15										·			
16													
17													
18													

#### Appendix C, Method of Payment

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

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

#### B. Invoicing System:

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

Appendix C to G-150 (04-23) F\$P: 1000020746

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

#### D. Spend Down

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

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

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

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

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

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

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General Fund / ]	General Fund / Prop C / Human Services Agency Work Order  Type Instructions and Examples of Documentation								
Type	Instructions and Examples of Documentation								
	and documentation for any Operating line items that exceed \$10,000.								
	Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.								
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.								
	Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.								
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.								
	Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.								
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.								

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

#### A. Advance Requirements:

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

- 1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
- 2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

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

#### B. Advance Request Process:

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

#### C. Advance Repayment Process:

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

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#### **Appendix D - Interests In Other City Grants**

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	Central Waterfront Navigation Center	July 1, 2021 – June 30, 2024	\$9,354,203
Department of Homelessness and Supportive Housing	Shelter Storage	July 1, 2021 – June 30, 2024	\$590,936
Department of Homelessness and Supportive Housing	Supportive Housing at Armstrong Place	July 1, 2020 – June 30, 2023	\$451,101
Department of Homelessness and Supportive Housing	Emergency Solutions Grant (ESG) Shelter Services	July 1, 2020 – June 30, 2025	\$312,500
Department of Homelessness and Supportive Housing	Emergency Housing Vouchers (EHV)	February 1, 2022 – June 30, 2023	\$1,046,538
Department of Homelessness and Supportive Housing	Bayview Flexible Housing Subsidy Pool	July 1, 2022 – June 30, 2024	\$2,418,117

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

#### I. Definitions

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

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

See 2 CFR §200.331 for more guidance.

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

See 2 CFR §200.331 for more guidance.

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

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

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

- **A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
  - i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
  - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
- iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration<sup>1</sup>) costs, paragraph (f);
- iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
- v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).
- **B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
  - i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
  - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
- iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
- iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

<sup>1</sup> 2 CFR § 200.332(a)(1)(xiv) Appendix E to G-150 (3-21) F\$P#: 1000020746

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- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.339 Remedies for noncompliance of this part and in program regulations.

#### IV. Procurement Compliance. (2 CFR §200.318 through 200.326)

- **A.** Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following:
  - i. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of Contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding Contracts only to responsible Contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; maintaining records sufficient to detail the history of procurements;
  - ii. Providing full and open competition as per 2 CFR § 200.319; and
- iii. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

#### V. Cost Principles Compliance. (2 CFR §200 Subpart E)

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this Agreement with the City. This includes but is not limited to compliance with §200.430 Compensation personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they:
  - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
  - ii. Be incorporated into the official records of the Subrecipient;
- iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100 percent of compensated activities;
- iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
- v. Comply with the established accounting policies and practices of the Subrecipient;
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity;

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- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
  - ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
  - x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.
- VI. Equal Employment Opportunity Compliance. Applicable to all construction agreements awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees; 2 CFR \$200 Appendix II(C). Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- VII. Davis-Bacon Act Compliance. Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR \$200 Appendix II(D). Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).
- VIII. Copeland Anti-Kickback Act Compliance. Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR \$200 Appendix II(D). Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).
  - IX. Contract Work Hours and Safety Standards. Applicable to all agreements awarded by Grantees and Subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR \$200 Appendix II(E).
    - **A.** Compliance. Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
    - **B. Overtime.** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

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

- C. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for that employee's unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests. (2 CFR §200 Appendix II(F) and 2 CFR §200.315)
  - **A.** Title to intangible property (see 2 CFR §200.1 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this Agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 (e).
  - **B.** The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
  - C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

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- **D.** The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- **E.** The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.
- **XI. Debarment and Suspension.** (applicable to all Contracts and Subcontracts; 2 CFR §200 Appendix II(H))
  - A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.
  - **B.** Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at <a href="www.sam.gov">www.sam.gov</a> under Search Records on a regular, but at least annual, basis.
- XII. Byrd Anti-Lobbying Certification. (applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(I) and by inclusion, 45 CFR Part 93)
  - **A.** Subrecipient hereby certifies, to the best of their knowledge and belief, that"
    - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
    - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loan, and cooperative

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

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

#### XIII. Single Audit Requirements

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

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

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding Agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the Federal awarding agency's terms and conditions.
- **B.** Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference:
  - i. U.S. Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions);
  - ii. U.S. Department of Housing and Urban Development: (no exceptions or additions);
- iii. U.S. Department of Education: (no exceptions); and
- iv. U.S. Department of Agriculture: 2 CFR Part 400.

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

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

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# Appendix F - Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the "Drug-Free Workplace Act of 1988," all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).
- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).
- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).
- IV. In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children's services and that all sub grantees shall certify compliance accordingly.
- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the award term, go to: <a href="http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons">http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons</a>

- VI. In accordance with the decision in United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
  - a. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
  - b. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
  - c. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).

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

# THIRD AMENDMENT TO GRANT AGREEMENT between CITY AND COUNTY OF SAN FRANCISCO and PROVIDENCE FOUNDATION OF SAN FRANCISCO

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

#### RECITALS

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

WHEREAS, the City's Board of Supervisors approved this Third Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution No. 361-23 on July 18, 2023 to extend the grant term by eight years and 11 months, and increase the grant amount by \$48,424,548; and

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

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

- 1. **Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
  - (a) Agreement. The term "Agreement" shall mean the Agreement dated January 1, 2021 between Grantee and City; and First Amendment, dated January 1, 2022, and Second Amendment, dated July 1, 2023.
- **2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
  - **2.1 ARTICLE 3 TERM** of the Agreement currently reads as follows:

G-150 (3-23; HSH 3-23) Page 1 of 5 August 1, 2023 F\$P: 1000020746

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

#### 3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **July 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

#### **ARTICLE 3 TERM**

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

#### 3.2 Duration of Term.

F\$P: 1000020746

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2032**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- **Section 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:
  - 5.1 Maximum Amount of Grant Funds.
  - (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Nine Million Nine Hundred Twenty Thousand Eight Hundred Ninety Dollars (\$9,920,890).
  - (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, Four Hundred Fifty Six

    Thousand Five Hundred Forty One Dollars (\$456,541) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations,

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

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

### 5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed Fifty Eight Million Three Hundred Forty Five Thousand Four Hundred Thirty Eight Dollars (\$58,345,438).
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, Five Million Seven Hundred Twenty Six Thousand Four Hundred Eleven Dollars (\$5,726,411) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

If to the Department or Department of Homelessness and Supportive Housing

City: Contracts Unit 440 Turk Street

San Francisco, CA 94102 hshcontracts@sfgov.org

If to Grantee: Providence Foundation of San Francisco

4601 Third Street

San Francisco, CA 94124

Attn: Patricia Doyle, Executive Director pdoyle@providencefoundationsf.org

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F\$P: 1000020746

Any notice of default must be sent by registered mail.

- **15.2 Effective Date**. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- **15.3 Change of Address**. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.
- **2.10 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

Appendix A, Services to be Provided (dated July 1, 2023)

Appendix B, Budget (dated August 1, 2023)

Appendix C, Method of Payment (dated July 1, 2023)

Appendix D, Interests in Other City Grants (dated July 1, 2023)

Appendix E, Federal Requirements (dated July 1, 2023)

Appendix F, Additional Federal Requirements (dated July 1, 2023)

**2.11 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated August 1, 2023), for the period of September 1, 2020 to June 30, 2032.

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

### **CITY**

### **GRANTEE**

### DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

# By: Shireen McSpadden 8/3/2023 Shireen McSpadden

### PROVIDENCE FOUNDATION OF SAN FRANCISCO

By: Patricia Doyle

Patricia Doyle

DocuSigned by:

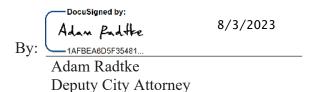
8/1/2023

Patricia Doyle Executive Director

City Supplier Number: 0000012776 Unique Entity ID: 8RMRATPF8H5

Approved as to Form: David Chiu City Attorney

**Executive Director** 



G-150 (3-23; HSH 3-23) F\$P: 1000020746

19     19     19     19     19     19     19     19     19   19   19     19   19   19     19   19   19     19   19     19     19     19     19     19     19     19     19																					
April   Processing   Processi	A	В	С	D	E	Н	M	N	0	P	S	V	Υ	AB	AE	AH	AK	AN	AO	AP	AQ
December   771/1723   Windows   Regin Data	DEPARTMENT OF I	HOMELESSNESS AN	ID SUPPORTIVE H	OUSING																	
Contract Term   Story   Date   Story   Date   Story	APPENDIX B, BUDG	GET																			
Contract Term   Deep Date   Contract Term   Spirit   Sp	Document Date	7/31/2023																			
Contract																					
Alterneded Term																					
Provider Name   Provider Control Con																					
Program   Outside Family Sheller   Program				12																	
For Commark 108   1,0000027/48   1																					
File   Effective Date   St.																					
Figure   F																					
Budget Names   Current   New																					
Contingency   S   485-541   S   75,743.11   12%   Part   S   Part   Pa	1 Effective Date																				
	Budget Names	General Fund & P	Prop C - Shelter, H	SA Work																	
Extraction   Ext	2 Buuget Mairies	Order - Shelter																			
SCONTINGENCY   S   456,541   S   5,726,411   12/6     Vear   S   5,920,809   S   5,3345,338   Vear   S   Vea	3	Current	New																		
Not-To-Exceed   5 9,20,2080   5 85,345,438     Year 1   Year 2   Year 3   Year 4   Year 5   Year 6   Year 6   Year 7   Year 8   Year 8   Year 9   Year 10   Year 12	4 Term Budget	\$ 9,464,349	\$ 52,619,028																		
Part	5 Contingency	\$ 456,541	\$ 5,726,411	12%					EXTENSION YEAR												
Fig.	6 Not-To-Exceed	\$ 9,920,890	\$ 58,345,438	[	Year 1	Year 2	Year 3		Year 4		Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		All Years	
Expenditures   Current/Actuals   Current/Actuals   Current/Actuals   Current/Actuals   Amendment   New   N					9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2025 -	7/1/2026 -	7/1/2027 -	7/1/2028 -	7/1/2029 -	7/1/2030 -	7/1/2031 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
Expenditures   Current/Actuals   Current/Actuals   Current/Actuals   Current/Actuals   Amendment   New   N	7				6/30/2021	6/30/2022	6/30/2023	7/31/2023	6/30/2024	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031	6/30/2032	7/31/2023	6/30/2032	6/30/2032
	8			r																	New
20   Salaries & Benefits   S	0 Evnanditurae			- 1	current/Accadis	currenty Actuals	item	Currenty Actuals	Amenament		Hen	II.C.II	iicii	item	iicii	iicii	11011	iicii	currently Accuais	Amendment	1404
21   Department Expenses   S   S   S   S   S   S   S   S   S				- 1	٠ .	۹ .	\$ 1 997 333	\$ 186.621	\$ 2,052,834	\$ 2239.456	\$ 2 293 523	\$ 2349213	\$ 2,406,573	\$ 2,465,654	\$ 2 526 507	\$ 2 589 186	\$ 2,653,746	\$ 2 720 242	\$ 2 183 954	\$ 22.057.477	\$ 24.241.432
22				- 1	ė .	ć .															\$ 4,844,300
23 Indirect Percentage				- 1	ė .	ė .															
24   Indirect Cost (Line 22 X Line 23)		3		- 1	-	, -	2,374,000	3 210,332	Ç 2,403,554	2,022,300	2,007,432	2,734,340	2,023,200	2,034,131	\$ 2,307,103	3 3,042,423	3 3,113,331	3,133,133			0.00%
Solution				- 1	ė .	ė .	¢ 290 621	\$ 20.466	¢ 262.022	¢ 202.290	¢ 402 125	¢ /12.152	¢ 422.492	¢ /2// 121	¢ 445.079	¢ 456.265	¢ 467 001	¢ 470.064			
28   Total Expenditure   S   S   S   S   S   S   S   S   S			ot 0/1		ė -	ė -															
28 Total Expenditures			LL 70]	- 1	ė .	ė .	¢ 020,033	¢ 123,000	\$ 1,575,000	¢ 1,300,000	\$ 1,300,000	\$ 1,500,000	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 1,500,000	\$ 1,300,000	\$ 1,300,000	¢ 933,033	\$ 15,575,000	¢ 14,320,033
29				- 1	\$ 1.260.110	\$ 2 729 075	¢ // 102.252	\$ 272.059	¢ // 1/2 017	\$ 4515.074	\$ 4500617	\$ 4667.400	¢ 4746.699	\$ 4929.252	\$ 4.012.262	\$ 4,009,705	¢ E 097 022	¢ 5 170 722	¢ 0 563 605	¢ 42.154.674	¢ 52 719 270
31	o rotar Experiortures	•		- 1	3 1,200,113	3,730,073	3 4,132,332	373,036	J 4,142,517	9,313,374	3 4,330,017	3 4,007,433	3 4,740,000	3 4,020,232	3 4,312,202	3 4,550,755	3 3,007,322	3 3,113,122	3,303,003	3 43,134,074	3 32,710,273
31	NSU Povonuos (sol	oct)		- 1																	
33   Prop C - One-time COVID-19 Bonus Pay   \$ 7,100   \$ 5				- 1	¢ 1 152 764	¢ 925.609	¢ 577.494	¢ 49.567	¢ 594 527	¢ 624.005	¢ 652 117	¢ 672.711	¢ 602.902	¢ 712.670	¢ 725.090	¢ 757 1/12	¢ 770.956	¢ 902.252	¢ 2.706.424	¢ 6 202 266	\$ 9.098.691
34   Prop C   5   5   1,794,751   5   1,800,000   5   1,699,500   5   1,699,500   5   1,854,000   5   1,999,620   5   2,005,951   5   2,005,951   5   2,005,951   5   2,201,3773   5   2,201,166   5   2,445,952   5   3,749,271   5   5   5   5   5   5   5   5   5							\$ 3/7,404 ¢	9 49,307	\$ 304,327	¢ 054,095	\$ 033,117 ¢	\$ 6/2,/11 ¢	\$ 092,092	\$ /15,0/9 ¢	\$ 755,069	\$ /3/,142 ¢	\$ 779,000	\$ 005,232 ¢			\$ 7,100
35 Work Order HSA \$ \$ - \$ 833,880 \$ 833,880 \$ 69,490 \$ 764,390 \$ 833,880 \$ 8	4 Prop C	COVID-13 BUILUS PA	ıy	- 1	\$ 7,100 ¢		\$ 1900,000	\$ 154.500	¢ 1,600,500	\$ 1.954.000	\$ 1,000,620	\$ 1.066.000	\$ 2,025,016	\$ 2,096,602	\$ 2149.294	¢ 2 212 772	¢ 2.290.196	¢ 2249.502			
96   General Fund - One-Time   \$   \$   \$   \$   \$   \$   \$   \$   \$				- 1	ė .																
37   General Fund - Ongoing (Rent)   \$ - \$ - \$ 460,363 \$ 99,500 \$ 1,094,500 \$ 1,194,000 \$ 1,194,000 \$ 1,194,000 \$ 1,194,000 \$ 1,194,000 \$ 1,194,000 \$ 1,194,000 \$ 1,194,000 \$ 5 1,194,		a-Time		- 1	ė .				\$ 704,330	¢	¢ 533,000			¢ 033,000	¢ 555,000	¢ 555,000	¢ 033,000	¢ 533,000			
38				- 1	ė .	¢ 103,033			\$ 1,004,500	\$ 1104 000	¢ 1 104 000	7	7	\$ 1.104.000	\$ 1104,000	\$ 1.104.000	\$ 1104.000	\$ 1.104.000			
10 Tanil LKU Davannar   1 140 Davannar	o General Fullu - Olig	some (nem)			ė -	ć	÷ 400,303	÷ 33,300	\$ 1,054,500	¢ 1,154,000	¢ 1,134,000	¢ 1,134,000	¢ 1,134,000	¢ 1,134,000	¢ 1,134,000	¢ 1,134,000	¢ 1,134,000	¢ 1,134,000	\$ 333,003	¢ 10,040,300	¢ 11,200,303
	O Total USU Bayanya				\$ 1160.064	¢ 2 720 075	¢ 4102.252	6 272.057	¢ 4.142.017	\$ 4 F1F 07F	\$ 4 F00 617	\$ 4.667.400	\$ A 7AC COO	6 4020.252	¢ 4.012.262	¢ 4009.70E	¢ 5,007,022	¢ 5 170 724	\$ 0.464.240	¢ 42.154.670	¢ 52 610 020
Total Infinite related	o Total Holl Revenue	C3			J 1,100,004	3,730,073	3 4,132,332	373,037	J 4,142,517	9,313,373	3 4,330,017	3 4,007,433	3 4,740,000	3 4,020,232	3 4,312,203	\$ 4,550,755	3 3,067,322	3 3,173,724	3 3,404,343	3 43,134,073	J J2,013,028
41 Other Revenues (to offset Total Expenditures)	1 Other Pevenues (to	officet Total Evnen	diturac)	- 1																	
99,255 99,255 -		o o ii set Total Expeli	iditales)	- 1	00.355														00.355		99,255
**-   Triate watti	2 Private Watch				33,233														33,233		33,233
43   7   Total Other Revenues   99,255   99,255   99,255	7 Total Other Royan	1105			99.255										-	-	-		99.255	-	99,255
37,03	, . Star Other Reven	uco			33,233				-	-		· ·			-		· ·	· ·	33,233	1	33,233
48] Total HSH+ Other Revenues 1,260,119 3,738,075 4,192,352 373,057 4,142,917 4,515,975 4,590,617 4,667,499 4,746,688 4,828,252 4,912,263 4,998,795 5,087,922 5,179,724 9,563,604 43,154,679	o Total USU + Other	Pavanuas			1 260 110	2 720 075	4 102 252	272 057	4 142 017	A 515 07F	4 EQD 617	4 667 400	A 746 F00	4 929 252	4 012 262	4 000 705	E 007 022	E 170 724	0 562 604	A2 15A 670	E2 710 202
					1,260,119	3,738,075	4,192,352	3/3,05/	4,142,917	4,515,975	4,590,617	4,667,499	4,746,688	4,828,252	4,912,263	4,998,795	5,087,922	5,1/9,/24	9,563,604	43,154,679	52,718,283
50 RevExp (Budget Match Check)			1		-			1		27.00	99.00	27.00	27.00	27.00	2000	27.00	27.00	27.00	-		-
Sz   Total Adjusted Salary FTE (All Budgets)   25.45   27.06	2   Lotal Adjusted Sala	ry FIE (All Budgets)	)				25.45			27.06	27.06	27.06	27.06	27.06	27.06	27.06	27.06	27.06	1		

A B C D	G	J	M	N	0	P	S	V	Y	AB	AE	AH	AK	AN	AO	AP	AQ
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																L	
APPENDIX B, BUDGET																	
Document Date 7/31/2023 Duration																	
Contract Term Begin Date End Date (Years)																	
Current Term 9/1/2020 7/31/2023 3																	
Amended Term 9/1/2020 6/30/2032 12																	
Provider Name Providence Foundation																	
Program Oasis Family Shelter																	
F\$P Contract ID# 1000020746																	
Action (select) Amendment													\$ 48,424,548				
Effective Date 8/1/2023													7 40,424,540				
Budget Name General Fund & Prop C - Shelter																	
Current New																	
Term Budget \$ 7,727,099 \$ 43,446,348																	
5 Contingency \$ 456,541 \$ 5,726,411 12%					EXTENSION YEAR												
6 Not-To-Exceed \$ 9,920,890 \$ 58,345,438	Year 1	Year 2	Year 3		Year 4		Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		All Years	
5 NOL-10-Exceeu 3 9,920,090 3 30,943,430	9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2025 -	7/1/2026 -	7/1/2027 -	7/1/2028 -	7/1/2029 -	7/1/2030 -	7/1/2031 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
	6/30/2021	6/30/2022	6/30/2023	7/31/2023	6/30/2024	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031	6/30/2032	7/31/2023	6/30/2032	6/30/2032
7 B			.,,			.,,											
Expenditures	Actuals	Actuals	New	Current	Amendment	New	New	New	New	New	New	New	New	New	Current/Actuals	Amendment	New
D Salaries & Benefits			\$ 1.803.282	\$ 150.187	\$ 1.652.062	\$ 1.802.250	\$ 1.856.317	\$ 1.912.007	\$ 1.969.367	\$ 2.028.448	\$ 2.089.302	\$ 2.151.981	\$ 2.216.540	\$ 2,283,036	\$ 1,953,469	\$ 18.159.060	\$ 20.112.529
1 Operating Expense	-		\$ 898.142	\$ 30,152	\$ 331.158	\$ 1,802,250	\$ 1,856,317	\$ 383.314	\$ 1,969,367 \$ 394.813	\$ 2,028,448	\$ 2,089,302	\$ 2,151,981	\$ 2,216,540		\$ 928,294	\$ 3,640,435	\$ 4,568,729
2 Subtotal			\$ 2,701,424	\$ 180,340	\$ 1,983,220	\$ 2.163.560	\$ 2,228,467	\$ 2.295.321		\$ 2,435,106	\$ 2,508,159	\$ 2.583.404	\$ 2,660,906		\$ 2.881.763		\$ 4,568,729
3 Indirect Percentage			12.91%	15.00%	3 1,503,220	3 2,163,360	3 2,228,407	3 2,293,321	15.00%	3 2,433,100	3 2,308,139	3 2,383,404	3 2,000,900	3 2,740,733	147.91%	0.00%	147.91
Indirect Cost (Line 22 X Line 23)			\$ 348.632	\$ 23.728	\$ 300.807	\$ 324,535	\$ 334.271	\$ 344.299	\$ 354,628	\$ 365,267	\$ 376,224	\$ 387.512	\$ 399,137		\$ 372,360		\$ 3.645.614
5 Other Expenses (Not subject to indirect %)			\$ 308.417	\$ 99,500	\$ 1.094.500	\$ 1.194.000	\$ 1,194,000	\$ 1.194.000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000		\$ 407,917	\$ 10.646.500	\$ 11.054.417
6 Capital Expenditure			\$ 300,417	\$ 33,300	\$ 1,054,500	\$ 1,134,000	\$ 1,134,000	\$ 1,134,000	\$ 1,134,000	\$ 1,134,000	\$ 1,134,000	¢ 1,134,000	\$ 1,134,000	\$ 1,134,000	\$ 407,517	¢ 10,040,300	¢ 11,034,417
B Total Expenditures	1,260,119	2,904,195	3,358,472	303,568	3.378.527	3,682,095	3,756,738	3,833,620	3,912,808	3,994,373	4,078,383	4,164,915	4,254,043	4,345,843	7,826,354	35.719.249	43,545,60
a lotal Expenditures	1,200,113	2,304,133	3,330,472	303,300	3,370,327	3,002,033	3,730,730	3,633,020	3,312,000	3,334,373	4,070,303	4,104,515	4,234,043	4,343,643	7,020,334	33,713,243	43,343,00.
D HSH Revenues (select)																	
1 General Fund - Ongoing	1,153,764	925,609	577,484	49,567	584.527	634.095	653,117	672,711	692.892	713,679	735,089	757,142	779.856	803,252	2,706,424	6.392.266	9.098.69
2	2,233,704	323,003	377,404	-3,307	304,327		033,117		032,032	, 13,013	. 55,065	737,142	,030	555,252	2,700,424	0,002,200	3,030,03
3 Prop C - One-time COVID-19 Bonus Pay	7.100													<u> </u>	7.100		7.10
4 Prop C	,,200	1,794,751	1.800.000	154,500	1,699,500	1.854.000	1,909,620	1.966.909	2.025.916	2.086.693	2.149.294	2.213.773	2.280.186	2.348.592	3,749,251	18.680.483	22,429,73
5 Work Order HSA		1,754,751	2,000,000	13-1,300	1,055,500	1,03-1,000	2,303,020			- 2,000,033				2,540,552	3,7-3,231	10,000,403	
General Fund - One-Time		183.835	520,625	-											704,460	-	704.46
General Fund - Ongoing (Rent)			460,363	99,500	1.094.500	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	559,863	10.646.500	11,206,36
8				,	, ,		-		-	-		-	-			- 1	
9			-			-	-	-	-	-	-	-	-		-	-	
Total HSH Revenues	1,160,864	2,904,195	3,358,472	303,567	3,378,527	3,682,095	3,756,737	3,833,619	3,912,808	3,994,372	4,078,383	4,164,915	4,254,042	4,345,844	7,727,099	35,719,249	43,446,348
1 Other Revenues (to offset Total Expenditures)																l	
Private Match	99,255					-	-		-	-	-	-	-	-	99,255	-	99,255
3			-				-	-			-				-		
Total Other Revenues	99,255		-	-	-	-	-	-	-	-	-	-	-		99,255	-	99,25
3														Î	- 1	-	
Total HSH + Other Revenues	1,260,119	2,904,195	3,358,472	303,567	3,378,527	3,682,095	3,756,737	3,833,619	3,912,808	3,994,372	4,078,383	4,164,915	4,254,042	4,345,844	7,826,354	35,719,249	43,545,60
Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ .
																	-
1																	

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			**	Α	'		AO	Au	AQ	AA	DL	l .	DL
_	SALARY & BENEFIT DETAIL													
_		7/31/202	23											
4	Provider Name	Providen	ce Foundati											
	_	•	mily Shelter											
		1000020												
7	Budget Name		Fund & Prop		E	KTENSION YE	AR			REXTENSION YEAR		1	7	
8			ear 3			Year 4			Year 5	Year 6	Year 7	Year 8		ear 9
	POSITION TITLE		/2022 -		<b>-</b>	For HSF	l Funded	7/1/2023 -	7/1/2024 -	7/1/2025 -	7/1/2026 -	7/1/2027 -		/2028 -
9	+	_	0/2023	Agency	lotals	Prog	gram	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028		0/2029
10	+	Cu	rrent					New	New	New	New	New	-	New
				Annual Full Tin	Position	% FTE	Adjusted							
		Budget	ed Salary	Salary (for 1.0	FTE	funded by	_	Budgeted Salary	Budge	ted Salary				
11				FTE)		this budget	FTE							
12	Monitor 1 (AM) (1.40 for 7 days) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$	85,987.20	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
13	Monitor 2 (SWING) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$	107,484.00	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
14	Monitor 3 (GRAVEYARD) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$	133,941.60	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
15	Monitors (4.2 FTE baselined, adjusted for current spending FY22-23)	\$	-	\$ 56,77	4.20	100%	4.20	\$ 238,449	\$ 245,603	\$ 252,971	\$ 260,560	\$ 268,377	\$	276,428
16	Lead Monitor - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ :	140,400.00	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
17	On-call Monitor	\$	-	\$ 56,77	4 0.70	100%	0.70	\$ 39,742	\$ 40,934	\$ 42,162	\$ 43,427	\$ 44,729	\$	46,071
18	Client Engagement Officers	\$ :	177,000.00	\$ 60,77	3.50	100%	3.50	\$ 212,695	\$ 219,076	\$ 225,648	\$ 232,418	\$ 239,390	\$	246,572
19	Shift Supervisors	\$ :	265,574.40	\$ 68,55	7 3.50	100%	3.50	\$ 239,949	\$ 247,147	\$ 254,562	\$ 262,199	\$ 270,064	\$	278,166
20	Director of Operations	\$	96,000.00	\$ 123,60	1.00	30%	0.30	\$ 37,080	\$ 38,192	\$ 39,338	\$ 40,518	\$ 41,734	\$	42,986
21	Program Assistant (LaTrenda-Old Position) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$	45,760.00	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
22	Program Coordinator (Diana-Old Position) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$	27,617.20	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
23	Van Driver	\$	26,520.00	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
24	Case Manager Supervisor	\$	-	\$ 67,49	5 1.00	30%	0.30	\$ 20,249	\$ 20,856	\$ 21,482	\$ 22,126	\$ 22,790	\$	23,474
25	Case Manager (3.5 FTE)	\$	107,380.00	\$ 63,20	1 3.50	100%	3.50	<u> </u>	\$ 227,839	\$ 234,674	\$ 241,714	\$ 248,966	\$	256,435
26	Lead Case Manager (Position has ended and will not continue next FY) - DISCONTINUE Al	\$	7,841.60	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
27	Onboarding Manager (LaTrenda-New Position)	\$	-	\$ 94,76	1.00	30%	0.30	1	\$ 29,281	\$ 30,159		\$ 31,996	\$	32,956
28	Compliance Manager (Diana-New Position)	\$	-	\$ 94,76					\$ 29,281	\$ 30,159		\$ 31,996	\$	32,956
29	Site Manager	\$	78,720.00	\$ 84,46	1.00	100%	1.00	<u> </u>	\$ 86,994	\$ 89,604		\$ 95,060	\$	97,912
30	Janitor/Housekeeper - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$	72,134.40	\$	-			\$ -	\$ -	\$ -	\$ -	\$ -	\$	
31	Janitor (2 FTE)			\$ 58,91		<u> </u>		1	\$ 121,367	\$ 125,008	1	\$ 132,621	\$	136,600
32	Housekeeper (2 FTE)			\$ 58,91	5 2.00	100%	2.00	\$ 117,832	\$ 121,367	\$ 125,008	\$ 128,758	\$ 132,621	\$	136,600
33								\$ -	\$ -	\$ -	\$ -	\$ -	\$	
56		\$ 1,	372,360.40				AL SALARIES	\$ 1,386,346	\$ 1,427,936	\$ 1,470,775	\$ 1,514,898	\$ 1,560,345	\$ :	1,607,155
57	]					TOTAL FTE	L		<u> </u>					
58			31.40%				NEFIT RATE		30.00%	30.00%		30.00%	ļ	30.00%
59		\$	430,921			PLOYEE FRIN			\$ 428,381	\$ 441,232		\$ 468,103	\$	482,147
60 61		\$	1,803,282		тот	AL SALARIES	& BENEFITS	\$ 1,802,250	\$ 1,856,317	\$ 1,912,007	\$ 1,969,367	\$ 2,028,448	\$ 7	2,089,302
62														
63														
UU														

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				0	<u> </u>	- 55
2	SALARY & BENEFIT DETAIL						•
	Document Date						
-	Provider Name						
	Program F\$P Contract ID#						
7		EXTENSION YEAR	EXTENSION YEAR	REXTENSION YEAR	!		
8	badber Hame	Year 10	Year 11	Year 12		All Years	
Ť	POSITION TITLE	7/1/2029 -	7/1/2030 -	7/1/2031 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
9	POSITION TITLE	6/30/2030	6/30/2031	6/30/2032	7/31/2023	6/30/2032	6/30/2032
10		New	Actuals	Actuals	Current/Actuals	Amendment	New
11		Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Monitor 1 (AM) (1.40 for 7 days) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ -	\$ -	\$ -	\$ 85,987	\$ -	\$ 85,987
13	Monitor 2 (SWING) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ -	\$ -	\$ -	\$ 107,484	\$ -	\$ 107,484
14	Monitor 3 (GRAVEYARD) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ -	\$ -	\$ -	\$ 133,942	\$ -	\$ 133,942
15	Monitors (4.2 FTE baselined, adjusted for current spending FY22-23)	\$ 284,721	\$ 293,262	\$ 302,060	\$ 19,871	\$ 2,402,559	\$ 2,422,430
16	Lead Monitor - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ -	\$ -	\$ -	\$ 140,400	\$ -	\$ 140,400
17	On-call Monitor	\$ 47,453	\$ 48,877	\$ 50,343	\$ 3,312	\$ 400,427	\$ 403,738
18	Client Engagement Officers	\$ 253,969	\$ 261,588	\$ 269,436	\$ 194,725	\$ 2,143,066	\$ 2,337,791
19	Shift Supervisors	\$ 286,511	\$ 295,107	\$ 303,960	\$ 285,570	\$ 2,417,670	\$ 2,703,240
20	Director of Operations	\$ 44,275	\$ 45,604	\$ 46,972	\$ 99,090	\$ 373,610	\$ 472,700
21	Program Assistant (LaTrenda-Old Position) - DISCONTINUE AFTER FY22-23 SPENDING YTC	\$ -	\$ -	\$ -	\$ 45,760	\$ -	\$ 45,760
22	Program Coordinator (Diana-Old Position) - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ -	\$ -	\$ -	\$ 27,617	\$ -	\$ 27,617
23	Van Driver	\$ -	\$ -	\$ -	\$ 26,520	\$ -	\$ 26,520
24	Case Manager Supervisor	\$ 24,178	\$ 24,903	\$ 25,651	\$ 1,687	\$ 204,022	\$ 205,710
25	Case Manager (3.5 FTE)	\$ 264,128	\$ 272,052	\$ 280,213	\$ 125,814	\$ 2,228,789	\$ 2,354,603
26	Lead Case Manager (Position has ended and will not continue next FY) - DISCONTINUE AF	\$ -	\$ -	\$ -	\$ 7,842	\$ -	\$ 7,842
27	Onboarding Manager (LaTrenda-New Position)	\$ 33,945	\$ 34,963	\$ 36,012	\$ 2,369	\$ 286,434	\$ 288,803
28	Compliance Manager (Diana-New Position)	\$ 33,945	\$ 34,963	\$ 36,012	\$ 2,369	\$ 286,434	\$ 288,803
29	Site Manager	\$ 100,850	\$ 103,875	\$ 106,991	\$ 85,758	\$ 851,000	\$ 936,758
30	Janitor/Housekeeper - DISCONTINUE AFTER FY22-23 SPENDING YTD	\$ -	\$ -	\$ -	\$ 72,134	\$ -	\$ 72,134
31	Janitor (2 FTE)	\$ 140,698	\$ 144,918	\$ 149,266	\$ 9,819	\$ 1,187,248	\$ 1,197,068
32	Housekeeper (2 FTE)	\$ 140,698	\$ 144,918	\$ 149,266	\$ 9,819	\$ 1,187,248	\$ 1,197,068
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56		\$ 1,655,370	\$ 1,705,031	\$ 1,756,182	\$ 1,487,889	\$ 10,507,295	\$ 15,456,397
57						•	•
58		30.00%	30.00%	30.00%	1		
59		\$ 496,611	\$ 511,509	\$ 526,855	\$ 465,580	\$ 4,190,552	\$ 4,656,132
60		\$ 2,151,981	\$ 2,216,540	\$ 2,283,036	\$ 1,953,469	\$ 18,159,060	\$ 20,112,529
61							
62							
63							

1 DEPARTMENT OF HOMELESSNESS AND SUPPORT	TIVE HOUSING																
2 OPERATING DETAIL																	
3 Document Date	7/31/2023																
4 Provider Name	Providence Fou																
5 Program	Oasis Family She	elter															
6 F\$P Contract ID# 7 Budget Name	1000020746	D C. Ch. II.															
7 Budget Name	General Fund &	Prop C - Shelter	•	-	CTENSION YEAR	•											
	Year 1	Year 2	Year 3		Year 4	`	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		All Years	
9																	
40	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 7/31/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	7/1/2029 - 6/30/2030	7/1/2030 - 6/30/2031	7/1/2031 - 6/30/2032	9/1/2020 - 7/31/2023	9/1/2020 - 6/30/2032	9/1/2020 - 6/30/2032
10																	
11	Actuals	Actuals	New	Current	Amendment	New	New	New	New	New	New	New	New	New	Current/Actuals	Amendment	New
14 Utilities(Elec, Water, Gas, Phone, Scavenger)			\$ -	Ψ.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ .
15 Office Supplies			\$ 17,950	\$ 1,545	\$ 16,995	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259	\$ 20,867	\$ 21,493	\$ 22,138	\$ 22,802	\$ 23,486	\$ 19,495	\$ 186,805	\$ 206,300
16 Postage			\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
17 Building Supplies and Repairs			\$ 98,907	\$ 8,599	\$ 94,584	\$ 103,183	\$ 106,278	\$ 109,467	\$ 112,751	\$ 116,133	\$ 119,617	\$ 123,206	\$ 126,902	\$ 130,709	\$ 107,506	\$ 1,039,648	\$ 1,147,154
18 Printing and Reproduction			\$ 6,663	\$ 455	\$ 5,004	\$ 5,459	\$ 5,623	\$ 5,791	\$ 5,965	\$ 6,144	\$ 6,328	\$ 6,518	\$ 6,714	\$ 6,915	\$ 7,118	\$ 55,004	\$ 62,122
19 Insurance			\$ 15,410	\$ 1,288	\$ 14,163	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 16,698	\$ 155,671	\$ 172,368
20 Staff Training			\$ 5,000	\$ 429			\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524		\$ 51,890	
21 Staff Travel-(Local & Out of Town)			\$ 300	\$ 26		\$ 309	\$ 318	\$ 328	\$ 338	\$ 348	\$ 358	\$ 369	\$ 380	\$ 391	\$ 326	\$ 3,113	
22 Rental of Equipment			\$		\$ -		\$ 510	\$ 520	\$	\$	s	\$	\$	\$	\$ 520		\$ 3,430
23 Laundry Combined			\$ 29.047	\$ 2,318			\$ 28,644	\$ 29.504	\$ 30,389	\$ 31,300	\$ 32.239	\$ 33,207	\$ 34,203	\$ 35,229	\$ 31,365	\$ 280,207	-
			\$ 29,047	\$ 2,318			o 20,044	φ 29,5U4	φ 3U,389	φ 31,300	a 32,239	φ 33,207	a 34,203	a 35,229	φ 31,365 e	\$ 280,207	
24 Linens/Towels LaundryPTG Linen Service			\$ -	Ψ.	*	ů	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	•	•
25 Guest Laundry ServicePurple Tie			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	*	\$ -
26 Client Supplemental Meals/Food/Other Supplies (2x7 me	als)		\$ 110,000	\$ 6,181		\$ 74,169	\$ 76,394	\$ 78,686	\$ 81,046	\$ 83,478	\$ 85,982	\$ 88,562	\$ 91,219	\$ 93,955	\$ 116,181	\$ 747,310	
27 Client Supplies (hygiene, etc)			\$ 18,547	\$ 1,717			\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	1	\$ 207,561	\$ 227,825
28 Client Transportation (Emergency Uber and Lift)			\$ 1,500	\$ 129	\$ 1,416	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688	\$ 1,739	\$ 1,791	\$ 1,845	\$ 1,900	\$ 1,957	\$ 1,629	\$ 15,567	\$ 17,196
29 Telephone/Cell/Cable/Internet			\$ 12,725	\$ 944	\$ 10,386	\$ 11,330	\$ 11,670	\$ 12,020	\$ 12,381	\$ 12,752	\$ 13,135	\$ 13,529	\$ 13,934	\$ 14,353	\$ 13,669	\$ 114,159	\$ 127,828
30 Cleaning & Janitorial			\$ 83,730	\$ 5,579	\$ 61,371	\$ 66,950	\$ 68,959	\$ 71,027	\$ 73,158	\$ 75,353	\$ 77,613	\$ 79,942	\$ 82,340	\$ 84,810	\$ 89,309	\$ 674,573	\$ 763,882
31 Fire/Security Monitoring/Cameras			\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
32 Hotel Rent			\$ 460,363	\$ -	\$ -	\$ -	s -	\$ -	\$ -	\$ -	\$ -	\$ -	s -	s -	\$ 460,363	\$ -	\$ 460,363
33 Communications (Walkie Talkies)			\$ 1,000	s -	s -	s -	s -	s -	s -	s -	s -	s -	s -	s -	\$ 1,000	s -	\$ 1,000
34			,,,,,,	-	s -	-	e .	e .	٠ .	s -	e .	e .	9	s -	¢		s -
35 Consultants					\$ -			6						\$ .	6	s -	
36 IT and HR Support			\$ 4,000	\$ 343			\$ 3,713	\$ 3,825	\$ 3,939	\$ 4,057	\$ 4.179	\$ 4,305	\$ 4,434	\$ 4,567	\$ 4.343	\$ 36,280	-
			\$ 7,000	\$ 601			\$ 7,426		\$ 7,879			\$ 4,305	\$ 8,867				
37 Wise Health			\$ 7,000			\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115	\$ 8,358	\$ 8,609	\$ 8,867	\$ 9,133	\$ 7,601	\$ 72,646	\$ 80,247
38			\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39					\$ -		\$ -	Ÿ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
47 Subcontractors (First \$25k Only)					\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
48 Safety and De-escalation			\$ 25,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
60																	
61 TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ 898,142	\$ 30,152	\$ 331,158	\$ 361,310	\$ 372,149	\$ 383,314	\$ 394,813	\$ 406,658	\$ 418,857	\$ 431,423	\$ 444,366	\$ 457,697	\$ 928,294	\$ 3,640,435	\$ 4,568,729
62																	
63 Other Expenses (not subject to indirect cost %)								1			l				1		
64 Jones Security			\$ 308.417		٠.	s .	s .	s .	s .	s -	s .	ς .	s .	s -	\$ 308.417	s -	\$ 308,417
65 Rent			\$ 300,417	\$ 99,500	•	ů .	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000		\$ 10,646,500	
74			-	ψ 33,300	1,004,000	ψ 1,10 <del>-1</del> ,000	¥ 1,104,000	\$ 1,134,000	ψ 1,134,000	¥ 1,104,000	¥ 1,134,000	ψ 1,10 <del>4</del> ,000	¥ 1,104,000	¥ 1,104,000	\$ 33,300	÷ 10,040,300	¥ 10,740,000
75 TOTAL OTHER EXPENSES	\$ -	5 -	\$ 308,417	\$ 99,500	\$ 1,094,500	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 1,194,000	\$ 407,917	\$ 10,646,500	\$ 11,054,417
76								l			l				l	1	
77 Capital Expenses											L		L				
78					\$ -										\$ -	\$ -	\$ -
84					\$ -										s -	\$ -	\$
85					-			l			ĺ				İ		
86 TOTAL CAPITAL EXPENSES	e	e	e	e	٠.	e	e	e	e	¢	e	e	e	e	e	e	s .
	-	-	Ψ -	Ψ -	-	· -	-	-	Ψ -	Ψ -	-	· -	-	-	· -	-	
87								1			l				l		
88 HSH #3											l		1		Temp	late last modified	7/26/202

I A I B I C I D I	G			N	0	ь				AB	AF	AH	AK	AN	AO	AP	AQ
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	G	J	r.	N	0	P	5	V	Y	AB	AE	AH	AK	AN	AU	AP	AQ
2 APPENDIX B, BUDGET																	
3 Document Date 7/31/2023																	
3 Document Date 7/31/2023 Duration																	
4 Contract Term Begin Date End Date (Years)																	
5 Current Term 9/1/2020 7/31/2023 3																	
6 Amended Term 9/1/2020 6/30/2032 12																	
7 Provider Name Providence Foundation																	
8 Program Oasis Family Shelter																	
9 F\$P Contract ID# 1000020746																	
10 Action (select) Amendment																	
11 Effective Date 8/1/2023																	
12 Budget Name HSA Work Order - Shelter																	
13 Current New																	
14 Term Budget \$ 1,737,250 \$ 9,172,680																	
15 Contingency \$ 456,541 \$ 5,726,411 12%					EXTENSION YEAR												
16 Not-To-Exceed \$ 9,920,890 \$ 58,345,438	Year 1	Year 2	Year 3		Year 4		Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		All Years	
	9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2025 -	7/1/2026 -	7/1/2027 -	7/1/2028 -	7/1/2029 -	7/1/2030 -	7/1/2031 -	9/1/2020 -	9/1/2020 -	9/1/2020 -
17	6/30/2021	6/30/2022	6/30/2023	7/31/2023	6/30/2024	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031	6/30/2032	7/31/2023	6/30/2032	6/30/2032
18	Actuals	Actuals	Current	Current	Amendment	New	New	New	New	New	New	New	New	New	Actuals	Amendment	Actuals
19 Expenditures	Actuals	Actuals	Current	Current	Amenament	New	New	New	new	New	New	New	New	New	Actuals	Amenament	Actuals
20 Salaries & Benefits	ć	ė	\$ 194.052	\$ 36,434	\$ 400.772	\$ 437,206	\$ 437.206	\$ 437,206	\$ 437,206	\$ 437.206	\$ 437,206	\$ 437,206	\$ 437.206	\$ 437,206	\$ 230,485	\$ 3,898,417	\$ 4.128.903
21 Operating Expense	¢ .	¢ .	\$ 79.191	\$ 1.818	\$ 20,002	\$ 21.820	\$ 21.820	\$ 21.820	\$ 21.820	\$ 21.820	\$ 21.820	\$ 21.820	\$ 21.820				\$ 275.571
22 Subtotal	\$ .	\$ .	\$ 273,243	\$ 38,252	\$ 420,774	\$ 459,026	\$ 459.026				\$ 459.026	\$ 459,026	\$ 459,026				\$ 4.404.474
23 Indirect Percentage	10.00%	0.00%	15.00%	15.00%	9 420,774	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	9 311,433	ÿ 4,032,373	3 4,404,474
24 Indirect Cost (Line 22 X Line 23)	\$ -		\$ 41,000	\$ 5,738	\$ 63.116	\$ 68.854	\$ 68,854	\$ 68,854	\$ 68.854	\$ 68.854	\$ 68,854	\$ 68.854	\$ 68.854	\$ 68.854	\$ 46,738	\$ 613,946	\$ 660,684
25 Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ 519,638	\$ 25,500	\$ 280,500	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000			\$ 3,273,638
26 Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28 Total Expenditures	\$ -	\$ 833,880	\$ 833,880	\$ 69,490	\$ 764,390	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 1,737,250	\$ 7,435,426	\$ 9,172,676
29					-								,				
30 HSH Revenues (select)																	
35 Work Order HSA	\$ -	\$ 833,880	\$ 833,880	\$ 69,490	\$ 764,390	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 1,737,250	\$ 7,435,430	\$ 9,172,680
39	\$ -	7				\$ -	\$ -	\$ -	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40 Total HSH Revenues	\$ -	\$ 833,880	\$ 833,880	\$ 69,490	\$ 764,390	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 1,737,250	\$ 7,435,430	\$ 9,172,680
41 Other Revenues (to offset Total Expenditures) 42 Private Match	^	^							^								
42 Private Match	7	\$ - \$ -				\$ -	\$ -	\$ -	T	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -
43 Total Other Revenues	7	\$ -	ć	ć	ć	ė ·	e -	\$ -	T	÷ .	e -	e -	÷ -	\$ -	7	\$ - \$ -	÷ -
4/ Total Other nevenues	2 -	<i>&gt;</i> -	,	, -	, -	, ·	, -	, .	<i>,</i>	, ·	, -	, ·	2 -	,	ş -	ş -	, -
48 Total HSH + Other Revenues	ć	\$ 833.880	\$ 833,880	\$ 69,490,00	\$ 764.390.00	\$ 833,880.00	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 833,880	\$ 1,737,250	\$ 7,435,430	\$ 9,172,680
40	÷ -	\$ 833,880	\$ 833,880	,	\$ 704,390.00	\$ 033,880.00	\$ 833,880		\$ 833,880		\$ 833,880	\$ 833,880	\$ 833,880			\$ 7,435,43U	\$ 5,172,680
50 Rev-Exp (Budget Match Check)	> -	> -	\$ -	\$ -		> -	> -	\$ -	> -	\$ -	> -	<b>&gt;</b> -	> -	\$ -	\$ -		> -
· · · · · · · · · · · · · · · · · · ·																	

	-	W			-	AC	A.I	AO	AX	BF	DI	BS	B7	CG	CH	CI	C.I
DEPARTMENT OF HOMELESSNESS AND SUPPORT	TINE HOUSING	VV	^	- '		AC	AJ	AQ	MA.	DE	DL	- 50	DZ	- 66	СП		- 63
SALARY & BENEFIT DETAIL	TIVE HOUSING															I	L
Document Date	7/31/2023																
Provider Name	Providence Foun																
Program	Oasis Family She																
FSP Contract ID#	1000020746																
Budget Name	HSA Work Order		EV	TENSION YE	AD		EVTENCIONI VEA	DEVTENCION VENI	DEVTENCION VEA	REXTENSION YEAR	DEVTENCION VEAD	EVTENCION VEAD	EVTENCION VENI	DEVTENCIONI VENI			
Budget Name	Year 3		EA	Year 4	AN		Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		All Years	_
i e				rear 4		7/4/0000									9/1/2020 -		0/4/000
POSITION TITLE	7/1/2022 - 6/30/2023	Agency T	etals	For HSH	l Funded	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 -	7/1/2027 - 6/30/2028	7/1/2028 -	7/1/2029 - 6/30/2030	9/1/2020 - 7/31/2023	9/1/2020 - 7/31/2023	7/31/2023	9/1/2020 - 6/30/2032	9/1/2020 6/30/203
	6/30/2023 Current	Agency	Otals	Prog	gram	New	New	New	6/30/2027 New	0/30/2028 New	6/30/2029 New	New	Actuals	Actuals	Actuals	Amendment	Actual
		Annual Full Time	Position	% FTE	Adjusted	Budgeted Salary			Budgeted Salary		Budgeted Salary					Change	Budgeted S
Monitor	\$ 130,000		POSITION	70 F I E	Aujusteu	ć -	¢ -	ć Jalai y	ė saiary	ć	¢ _	ć -	ć	¢ Salary	\$ 130,000		\$ 130
	J 130,000	\$ 59,000	2.00	100%	3.00	4 477 000	4 433 000	4 433 000	4 477 000	\$ 177.000	\$ 177,000	4 433.000	4 477 000	4 477.000			-
Client Engagement Officers			3.00				. ,				, , , , , , , , , , , , , , , , , , , ,	\$ 177,000	\$ 177,000			, , , , , ,	
Case Manager	\$ 26,520	\$ 61,360	2.38	100%		, .	\$ 146,129	\$ 146,129	\$ 146,129	\$ 146,129				\$ 146,129	\$ 38,697	\$ 1,302,982	
Director of Operations	\$ 6,480	\$ 120,000	1.00	8%	0.08	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 7,280	\$ 85,600	\$ 92
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$
						\$ -	s -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$
	\$ 163,000			TOTA	AL SALARIES	\$ 332,729	\$ 332,729	\$ 332,729	\$ 332,729	\$ 332,729	\$ 332,729	\$ 332,729	\$ 332,729	\$ 332,729	\$ 190,727	\$ 2,966,832	\$ 3,157
				TOTAL FTE	5.46										<del>                                     </del>		
	19.05%	i		FRINGE BE	NEFIT RATE	31.40%	31.40%	31.40%	31.40%	31.40%	31.40%	31.40%	31.40%	31.40%			
	\$ 31,052	i	EMP	LOYFF FRING	GE BENEFITS	\$ 104,477	\$ 104,477	\$ 104,477	\$ 104,477	\$ 104,477	\$ 104,477	\$ 104,477	\$ 104,477	\$ 104,477	\$ 39,758	\$ 931,585	\$ 971
	\$ 194.052	ĺ			& BENEFITS			\$ 437,206		\$ 437,206		\$ 437,206	\$ 437,206	\$ 437,206		\$ 3,898,417	
	. 20.,002					,	,	,	,,	,		,,	,	,	,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,

A		J		K	1	M	Р	S	V	Y	AB	AE	AH	AK	AL	AM	Т	AN
1 DEPARTMENT OF HOMELESSNESS AND SUPPORT	VE HO	DUSING			_										1		$\top$	
2 OPERATING DETAIL																	_	
3 Document Date	7/31	1/2023																
4 Provider Name		idence Four	datio	on														
5 Program	Oasi	is Family She	lter															
6 F\$P Contract ID#	100	0020746																
7 Budget Name	HSA	Work Order	r - She															
8				E	XTENSION YEA	R												
9		Year 3			Year 4		Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		All Years		
3	7	/1/2022 -	7/	/1/2023 -	7/1/2023 -	7/1/2023 -	7/1/2024 -	7/1/2025 -	7/1/2026 -	7/1/2027 -	7/1/2028 -	7/1/2029 -	9/1/2020 -	9/1/2020 -	9/1/2020 -	9/1/2020 -	9	9/1/2020 -
10		3/30/2023		/31/2023	6/30/2024	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	7/31/2023	7/31/2023	7/31/2023	6/30/2032		6/30/2032
11		New	(	Current	Amendment	New	Actuals	Actuals	Actuals	Amendment		Actuals						
	E	Budgeted	В	Budgeted		Budgeted		Е	Budgeted									
12 Operating Expenses		Expense		Expense	Change	Expense	Change		Expense									
13 Rental of Property	\$		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ .	\$ -	\$ -	\$ -	\$ -	\$	- \$	-
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	-	\$	1,717	\$ 18,883	\$ 20,600	\$ 20,600	\$ 20,600	\$ 20,600	\$ 20,600	\$ 20,600	\$ 20,600	\$ 20,600	\$ 20,600	\$ 1,717	\$ 183,683	\$	185,400
20 Staff Travel-(Local & Out of Town)	\$	1,200	\$	102	\$ 1,118	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,302	\$ 10,87	\$	12,180
21 Rental of Equipment	\$		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ .	\$ -	\$ -	\$ -	\$ -	\$	- \$	-
22 Client Needs and Costs	\$	77,991	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$	\$ -	\$ -	\$ -	\$ 77,991	\$	- \$	77,991
23					\$ -										\$ -	\$	- \$	-
42 Consultants					\$ -										\$ -	\$	- \$	-
43					\$ -										\$ -	\$	- \$	-
54 Subcontractors (First \$25k Only)					\$ -										s -	\$	- \$	-
55					s -										s -	s	- \$	
67																i i		
68 TOTAL OPERATING EXPENSES	\$	79,191	\$	1,818	\$ 20,002	\$ 21,820	\$ 21,820	\$ 21,820	\$ 21,820	\$ 21,820	\$ 21,820	\$ 21,820	\$ 21,820	\$ 21,820	\$ 81,009	\$ 194,562	2 \$	275,571
69																		
70 Other Expenses (not subject to indirect cost %)																		
71 Rent	s	519,638	\$	25.500	\$ 280,500	\$ 306,000	\$ 306,000	\$ 306.000	\$ 306,000	\$ 306.000	\$ 306.000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 545.138	\$ 2,728,50	) S	3.273.638
83		,		.,														., .,
84 TOTAL OTHER EXPENSES	\$	519,638	\$	25,500	\$ 280,500	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 306,000	\$ 545,138	\$ 2,728,50	\$	3,273,638
85																		
86 Capital Expenses																1		
87					s -										s -	s	- \$	
94				I	*	1				1	1	1		1	1	1	1 *	
95 TOTAL CAPITAL EXPENSES	s		s	-	s -	s -	s -	s -	s -	s	. s	· s -	s -	s -	s -	s	- s	
96	-		_		*	1 7	Ť	Ť	Ť	Ť	-	Ť	-	Ť	Ť	1.7	1.0	
												1						
97 HSH #3							l	l	l	l	<u> </u>	1	L		Tem	plate last modifie	d	7/26/2022

	Α	В	С	D
1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORT	IVE HOUSING
2	APPENDIX B, BUDG	ET	-	
3	Document Date	7/31/2023		
			_	
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	9/1/2020	7/31/2023	3
6	Amended Term	9/1/2020	6/30/2032	12
7				
		Annroyed S	Subcontractors	
8		Approved 5	abcontractors	
10	Jones Security (ende	ed 2022)		
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
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22				
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_														
Н	A	В	С	D	E F G	H I J	K L M	N O P	Q R S	T U V	W X Y	Z AA AB	AC AD AE	AF AG AH
1	DEPARTMENT OF H	IOMELESSNESS	AND SUPPORT	IVE HOUSING										
2	APPENDIX B, BUDG													
3	Document Date	7/31/2023												
П														
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	9/1/2020	7/31/2023	3										
6	Amended Term	9/1/2020	6/30/2032	12	1									
7					Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
					9/1/2020 -	7/1/2021 -	7/1/2022 -	7/1/2023 -	7/1/2024 -	7/1/2025 -	7/1/2026 -	7/1/2027 -	7/1/2028 -	7/1/2029 -
1.1		Service (	Component		6/30/2021	6/30/2022	6/30/2023	7/31/2023	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030
8					0/30/2021	0/30/2022	0/30/2023	7/31/2023	0/30/2023	0/30/2020	0/30/2027	0/30/2020	0/30/2023	0/30/2030
10														
11														
12														
13														
14														
15														
16														
17														
18														

UserID UserName	FirstName	LastName	Email	LastLogin	PasswordLastUp	dated '	Year Created
105373 hlamar@providencefoundationsf.org	helen	lamar	hlamar@providencefoundationsf.org	8/13/2020	NULL		2012
105374 csotax	Charles	Oliver	csotax@pacbell.net	11/5/2012	NULL		2012
105386 Patricia Doyle	Patricia	Doyle	PDoyle@providencefoundationsf.org	12/10/2012	NULL		2012
194448 laurietoliver	Laurietta	Oliver	laurietoliver	NULL	NULL		2017
246362 pdoyle@providencefoundationsf.org	Patricia	Doyle	pdoyle@providencefoundationsf.org	4/8/2024	1	0/9/2019	2019
246363 smith.latrenda@providencefoundationsf.org	Latrenda	Smith	smith.latrenda@providencefoundationsf.org	NULL	NULL		2019
246364 jonikawilliams	Diana	Henderson	jonikawilliams	NULL	NULL		2019
246365 Snobleza@providencefoundationsf.org	Sylvester	Snobleza	Snobleza@providencefoundationsf.org	NULL	NULL		2019
270095 kenisharoach	Kenisha	Roach	kenisharoach	4/8/2024	7	/25/2023	2021



PROVIDENCE FOUNDATION OF SAN FRANCISCO 4601 3RD ST SAN FRANCISCO CA 94124-2359

### **Business Statement**

Account Number:

Statement Period: Jul 1, 2022 through Jul 31, 2022



Page 8 of 12

**IMAGES FOR YOUR NON PROFIT CHECKING ACCOUNT** (CONTINUED) **Account Number** 1189 **Us**bank. PROVIDENCE FOUNDATION OF SAN FRANCISCO 4001 GPD ST. SAN FRANCISCO, CA M 124 90-2267/1211 6/28/2022 PAY TO THE Robert Lacy \$ \*\*45,000.00 Forty-Five Thousand and 00/100\* Robert Lacy rofoe #137, 06/24/2022 F001189F 45,000.00 1189 Jul 05

<sup>\*</sup> Gap in check sequence



#### PROVIDENCE FOUNDATION OF SAN FRANCISCO 4601 3RD ST SAN FRANCISCO CA 94124-2359

### **Business Statement**

Account Number:

Statement Period: Jul 1, 2022 through Jul 31, 2022

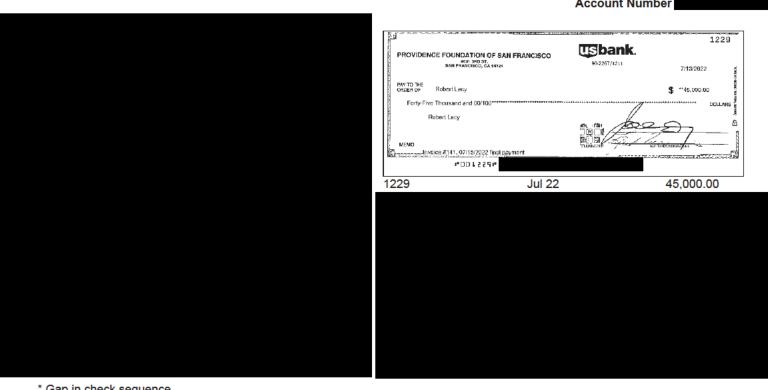


Page 12 of 12

### **IMAGES FOR YOUR NON PROFIT CHECKING ACCOUNT**

(CONTINUED)

**Account Number** 



<sup>\*</sup> Gap in check sequence

### DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING STATEMENT OF SERVICE AND INVOICE

**COVER PAGE** 

Contractor's Invoice Number

6	1

Page: A

**CONTRACTOR: Providence Foundation of San Francisco** 

Address: 1218 Mendell Avenue San Francisco, CA 94124

593517 **HSA Contract Purchase Order No.** Telephone: (415) 642-0234 FAX: (415) 642-0156 **Fund Source:** General Fund

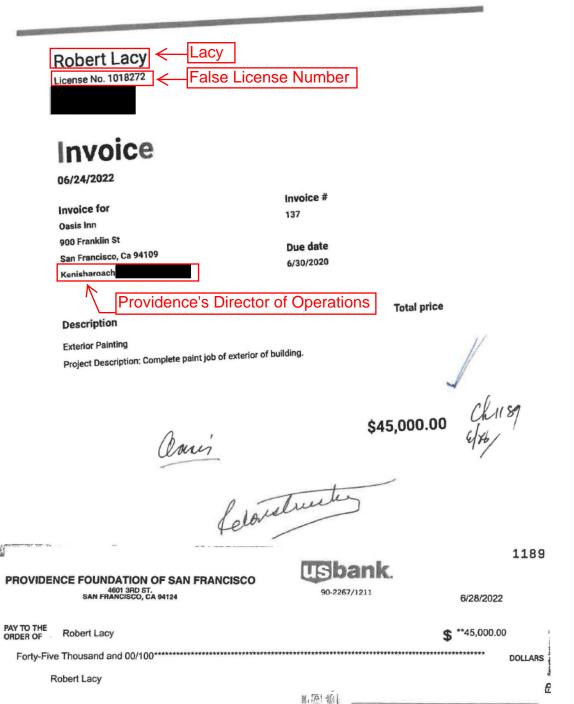
CONTRACT/ PROVIDENCE FOUNDATION OF SF OASIS HOTEL Invoicing Period:
PROGRAM NAME:
CONTRACT TERM: Jan 1, 2022 to June 2022

JUNE 1 to JUNE 30, 2022

EXHIBIT/OPTIONAL:

EXPENDITURES SUMMARY		EXPENSES	EXPENSES	% OF	REMAINING
	BUDGET	THIS PERIOD	TO DATE	BUDGET	BALANCE
Total Salaries (from Personnel Detail)	\$647,190.00	\$150,925.71	\$549,712.10	85%	\$97,477.90
Fringe Benefits ( 30%)	\$207,494.91	\$34,840.99	\$154,550.51	74%	\$52,944.40
Total Personnel Expenses	\$854,684.91	\$185,766.70	\$704,262.61	82%	\$150,422.30
Operating Expenses:					
Utilities	\$1,500.00				\$1,500.00
Office Supplies	\$5,000.00	\$13,025.66	\$39,049.70	781%	(\$34,049.70)
Cleaning & Janitorial	\$15,000.00	\$6,968.58	\$35,933.21	240%	(\$20,933.21)
Printing and Reproduction	\$2,500.00	\$479.15	\$1,728.22	69%	\$771.78
Insurance	\$10,000.00	\$1,659.55	\$9,957.30	100%	\$42.70
Staff Training	\$4,000.00	\$260.80	\$1,871.91	47%	\$2,128.09
Linen Laundry	\$20,000.00	\$2,852.25	\$19,220.05	96%	\$779.95
Staff Travel	\$955.00				\$955.00
Building Mntce/Supplies/Repair	\$5,000.00	\$133,637.95	\$219,936.94	4399%	(\$214,936.94)
IT Support/HR Support/Trainer	\$9,000.00	\$3,700.00	\$18,036.67	200%	(\$9,036.67)
Telecommucations	\$9,000.00	\$1,337.72	\$5,807.20	65%	\$3,192.80
Food Supplies	\$97,000.00	\$20,334.11	\$72,858.02	75%	\$24,141.98
Client Supplies	\$9,000.00	\$4,171.59	\$15,737.08	175%	(\$6,737.08)
Client Transportation	\$2,000.00		\$82.74	4%	\$1,917.26
Rental and Utilities ( Program Office Site)	\$17,000.00	\$2,765.00	\$20,695.32	122%	(\$3,695.32)
Cable/Internet	\$4,000.00				\$4,000.00
Total Operating Expenses	\$210,955.00	\$191,192.36	\$460,914.36	218%	(\$249,959.36)
TOTAL DIRECT EXPENSES	\$1,065,639.91	\$376,959.06	\$1,165,176.97	109%	(\$99,537.06)
Indirect Expense (15%+\$3750 on Deescalation		\$41,613.40	\$163,596.09	100%	\$0.00
Other Expenditures	\$100,000.00	, , , , , ,			
Safety and Deescalation (1st 25K)	\$25,000.00		\$25,000.00	100%	
Safety and Deescalation ( 24/7)	\$95,000.00	\$38,088.60	\$198,449.60	209%	(\$103,449.60)
Capital and Other Expenditures					
Oasis Repair & Room Rental	\$450,764.00	\$80,000.00	\$242,528.00	54%	\$208,236.00
TOTAL EXPENSES	\$1,800,000.00	\$536,661.06	\$1,794,750.65	100%	\$5,249.35
REIMBURSEMENT		\$536,661.06	0		
Title:	Accountant	11/10	eles Olla		Date: 07/11/2022
Send to: SFHSA Ct.Mgr OK		zation for Payment	The state of the s		nsurance
P.O. Box 7988 San Francisco, CA 94120	Ву:			Date:	
Attn: Office of Contracts Management.		FOR INTERNAL US	SE ONLY	Revised	Feb-05

Exhibit 6 Page 1 of 2 CC



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MEMO

Invoice #137, 06/24/2022

### DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING STATEMENT OF SERVICE AND INVOICE

COVER PAGE

Contractor's Invoice Number #1

Page: A

CONTRACTOR: Providence Foundation of San Francisco

Address: 1218 Mendell Avenue San Francisco, CA 94124

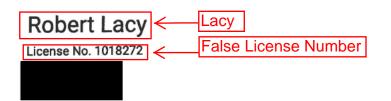
HSA Contract Purchase Order No. 0000663223, 66327

Telephone: (415) 642-0234
FAX: (415) 642-0156
CONTRACT/ PROVIDENCE FOUNDATION OF SF OASIS HOTEL
PROGRAM NAME:
CONTRACT TERM: July 1, 2022 to June 2023

Fund Source: General Fund
Invoicing Period: July 1 to July 31, 2022

EXHIBIT(OPTIONAL):

EXHIBIT(OPTIONAL):		EXPENSES	EXPENSES	% OF	REMAINING
LATE CALLS SOME	BUDGET	THIS PERIOD	TO DATE	BUDGET	BALANCE
Total Salaries (from Personnel Detail)	\$1,019,730.00	\$81,381.40	\$81,381.40	8%	\$938,348.60
Fringe Benefits ( 30%)	\$407,892.00	\$26,963.53	\$26,963.53	7%	\$380,928.47
Total Personnel Expenses	\$1,427,622.00	\$108,344.93	\$108,344.93	8%	\$1,319,277.07
Operating Expenses:					
Rental of Property	\$440,363.00	\$40,000.00	\$40,000.00		\$400,363.00
Utilities(Elec, Water, Gas, Phone, Scavenger)	47.000.00	P7 004 44	\$7.601.41	109%	(\$601.41)
Office Supplies, Postage	\$7,000.00	\$7,601.41	\$7,601.41	121%	
Building Maintenance Supplies and Repair	\$40,000.00	\$48,397.47	\$48,397.47	34%	(\$8,397.47)
Printing and Reproduction	\$1,300.00	\$446.45	\$446.45	11%	\$853.55
Insurance	\$15,000.00	\$1,659.55	\$1,659.55	3%	\$13,340.45
Staff Training	\$10,000.00	\$268.91	\$268.91	370	\$9,731.09
Staff Travel-(Local & Out of Town)	\$300.00				\$300.00
Rental of Equipment				200/	
Cleaning/Janitorial Service/Deep cleaning	\$39,000.00	\$7,680.31	\$7,680.31	20%	\$31,319.69
Telephone/Cable/Internet	\$7,500.00	\$1,264.61	\$1,264.61	17%	\$6,235.39
Fire/Security Monitoring Contract	\$5,000.00				\$5,000.00
Linen/Client Laundry Service	\$27,000.00				\$27,000.00
Client Supplement Meals/Food Supplies(3X7 mea	\$72,009.00	\$11,400.00	\$11,400.00	16%	\$60,609.00
Client Needs/Supplies (hygiene,etc)	\$30,000.00	\$2,036.11	\$2,036.11	7%	\$27,963.89
Client Transportation	\$1,500.00				\$1,500.00
Contingency for Hotel Emergency					
IT Support/Service	\$3,000.00	\$1,387.50	\$1,387.50	46%	\$1,612.50
Wise Health	\$7,000.00				\$7,000.00
In Outreach, Inc	\$10,000.00				\$10,000.00
Safety and Deescalation (first \$25K)	\$25,000.00	\$25,000.00	\$25,000.00	100%	
Total Operating Expenses	\$740,972.00	\$147,142.32	\$147,142.32	20%	\$593,829.68
TOTAL DIRECT EXPENSES	\$2,168,594.00	\$255,487.25	\$255,487.25	12%	\$1,913,106.75
Indirect Expense (15%)	\$325,289.00	\$38,323.13	\$38,323.13	12%	\$286,965.87
Other Expenditures					
Safety and Deescalation	\$165,000.00	\$15,406.85	\$15,406.85	9%	\$149,593.15
Capital and Other Expenditures					
TOTAL EXPENSES	\$2,658,883.00	\$309,217.23	\$309,217.23	12%	\$2,349,665.77
LESS: Initial Payment Recovery (June Estima Other Adjustments (Enter as negative, if appro	nte)				
REIMBURSEMENT	priace)	\$309,217.23	70		
REINIBURSENERI		0/ /	110.		
Title:	Accountant	Charle	, com		Date: 10/07/2022
Send to: SFHSA Ct.Mgr OK	Authori	zation for Payment			nsurance
P.O. Box 7988 San Francisco, CA 94120	Ву:			Date:	
Attn: Office of Contracts Management.		FOR INTERNAL US	E ONLY	Revised	Feb-05
Annual Carros or Communication and Communication					



### **Invoice**

07/15/2022

Invoice for Invoice # 141		
Oasis Inn	Providence's Director of Operations	
900 Franklin St		
San Francisco, Ca 94109		Due date
Kenisharoach		7/15/2022

### Job Notes/ Total price

#### **Exterior Painting**

Project Description: Completed the remainder of the paint job of the exterior of the building: remove peeling paint & rust by grinding and wire brush scraping

 Prime bar metal with industrial rust inhibitor primer, remove existing finishes with acrylic stain remover and pressure wash. Paint exterior of building, window frames and entire exterior of building.

Initial Deposit: \$45,000 (50%) V

Completion Payment: \$45,000 (100%)

7/13/2020

Bldg Kenter

PROVIDENCE FOUNDATION OF SAN FRANCISCO	us bank.	1229
4601 3RD ST. SAN FRANCISCO, CA 94124	90-2267/1211	7/13/2022
PAY TO THE ORDER OF Robert Lacy		<b>\$</b> **45,000.00
Forty-Five Thousand and 00/100*********************************	***********	******* DOLLARS
Robert Lacy		8
МЕМО		AUTHORIZED SIGNATURE
Invoice #141, 07/15/2022 final payment	787558080	Carrier and the second

".OO 7 5 5 d !!.

### DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING STATEMENT OF SERVICE AND INVOICE

**COVER PAGE** 

Contractor's Invoice Number #3

Page: A

CONTRACTOR: Providence Foundation of San Francisco

Address: 1218 Mendell Avenue San Francisco, CA 94124

HSA Contract Purchase Order No. 0000663223, 66327

Telephone: (415) 642-0234
FAX: (415) 642-0156
CONTRACT/ PROVIDENCE FOUNDATION OF SF OASIS HOTEL
PROGRAM NAME:
CONTRACT TERM: July 1, 2022 to June 2023

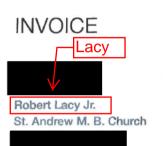
Fund Source: General Fund
Invoicing Period: Sept 1 to Sept 30, 2022

EXHIBIT(OPTIONAL):

EXHIBIT(OPTIONAL):		EXPENSES	EXPENSES	% OF	REMAINING
	BUDGET	THIS PERIOD	TO DATE	BUDGET	BALANCE
Total Salaries (from Personnel Detail)	\$1,019,730.00	\$147,843.92	\$384,531.16	38%	\$635,198.84
Fringe Benefits ( 30%)	\$407,892.00	\$34,507.69	\$95,123.32	23%	\$312,768.68
Total Personnel Expenses	\$1,427,622.00	\$182,351.61	\$479,654.48	34%	\$947,967.52
Operating Expenses:					
Rental of Property Utilities(Elec, Water, Gas, Phone, Scavenger)	\$440,363.00	\$80,000.00	\$160,000.00	36%	\$280,363.00
Office Supplies, Postage	\$7,000.00	\$970.16	\$11,468.55	164%	(\$4,468.55)
Building Maintenance Supplies and Repair	\$40,000.00	\$16,730.00	\$66,207.47	166%	(\$26,207.47)
Printing and Reproduction	\$1,300.00	\$517.88	\$1,539.99	118%	(\$239.99)
Insurance	\$15,000.00	\$833.33	\$4,159.54	28%	\$10,840.46
Staff Training	\$10,000.00		\$477.04	5%	\$9,522.96
Staff Travel-(Local & Out of Town)	\$300.00				\$300.00
Rental of Equipment				000/	
Cleaning/Janitorial Service/Deep cleaning	\$39,000.00	\$8,554.95	\$24,234.76	62% 53%	\$14,765.24
Telephone/Cable/Internet	\$7,500.00	\$1,200.26	\$4,007.52	3370	\$3,492.48
Fire/Security Monitoring Contract	\$5,000.00				\$5,000.00
Linen/Client Laundry Service	\$27,000.00	\$3,512.25	\$6,810.44	25%	\$20,189.56
Client Supplement Meals/Food Supplies(3X7 mea	\$72,009.00	\$7,600.00	\$26,600.04	37%	\$45,408.96
Client Needs/Supplies (hygiene,etc)	\$30,000.00		\$2,036.11	7%	\$27,963.89
Client Transportation	\$1,500.00	\$50.00	\$50.00	3%	\$1,450.00
Contingency for Hotel Emergency					
IT Support/Service	\$3,000.00	\$83.33	\$2,020.83	67%	\$979.17
Wise Health	\$7,000.00				\$7,000.00
In Outreach, Inc	\$10,000.00				\$10,000.00
Safety and Deescalation (first \$25K)	\$25,000.00		\$25,000.00	100%	
Total Operating Expenses	\$740,972.00	\$120,052.16	\$334,612.29	45%	\$406,359.71
TOTAL DIRECT EXPENSES	\$2,168,594.00	\$302,403.77	\$814,266.77	38%	\$1,354,327.23
Indirect Expense (15%)	\$325,289.00	\$45,360.57	\$122,140.02	38%	\$203,148.98
Other Expenditures					
Safety and Deescalation Capital and Other Expenditures	\$165,000.00	\$39,212.25	\$95,497.85	58%	\$69,502.15
TOTAL EXPENSES	\$2,658,883.00	\$386,976.59	\$1,031,904.64	39%	\$1,626,978.36
LESS: Initial Payment Recovery ( June Estima Other Adjustments (Enter as negative, if appro	ite)				
REIMBURSEMENT		\$386,976.59			
Title	Accountant	(Rade	18len		Date: 10/07/2022
Send to: SFHSA Ct.Mgr OK_		zation for Payment	7		nsurance
P.O. Box 7988 San Francisco, CA 94120	By:			Date:	
Attn: Office of Contracts Management.	7.	FOR INTERNAL US	SE ONLY	Revised	Feb-05

Exhibit 8		
Page 1 of 2		

### WILL DO IT CONSTRUCTION



### Providence's Director of Operations

Attention: Kenisha Roach DOO Providence Foundation

900 Franklin St SF, CA 94109 Date: 9/20/2022

Project Title: Oasis P.O. Number: 001 Invoice Number: 1 Terms: 30 Days asis

Description	Quantity	Unit Price	Cost
Deadbolt lock removal	57	\$264	\$15,000
(all prices include labor and materials)			1
		Subtotal	\$15,000.00
	Tax	0.00%	\$ 0.00
		Total	\$15,000.00

Thank you for your business, it was a pleasure working with you on your project!

Sincerely yours,

Robert Lacy

0 1363 PROVIDENCE FOUNDATION OF SAN FRANCISCO 4601 3RD ST. SAN FRANCISCO, CA 94124 90-2267/1211 9/28/2022 PAY TO THE ORDER OF \*\*15,000.00 Robert Lacy Jr. Fifteen Thousand and 00/100\*\*\*\*\*\*\* DOLLARS Robert Lacy Jr. 6 St Andrew M.B. Church МЕМО AUTHORIZED SIGNATURE Invoice #001, 09/16/2022 

1º0013631º

### INVOICE 6/1/2022 - 6/30/2022

PROVIDENCE FOUNDATION OF SAN FRANCISCO - Oasis Family Shelter (F\$P# 1000020746)

For qualifying contracts, this invoice may be submitted now as a JUNE ESTIMATE. Please. As of July 1, 2021, June estimates will no longer be accepted. Invoices submitted on July 1, 2021 or later will be considered actual.

	UNLOCK

Submission/Approva	l Chain			
Vendor	Fiscal Biller	Contract Manager	Sup. Contract Manager	Fiscal Biller Final
Submitted	Approved	Approved	Approved	Paid
Status Log				
Person		Status	Date/Time	
Fiscal Biller Ye Min		Marked as Paid	07/18/22 at 1:38	SPM
Supervising Contract I	Manager Kimberley Norman	Approved	07/16/22 at 1:56	5 PM
Contract Manager Lat	asha Bellamy	Approved	07/14/22 at 11:4	5 AM
Fiscal Biller Derek Cha	an	Approved	07/13/22 at 10:5	51 AM
Vendor Patricia Doyle		Submitted	07/12/22 at 8:38	SAM
HSA Work Order - She	elter			
PO NUMBER		HSA Invoice #	HSA Voucher #	
554996		HOM22JUN 3902-12	02171610	

### **Vendor's Invoice Number**

Invoice #11

Summary							
		Vendor			Invoice		
	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Salaries & Benefits	\$188,706. 69	\$12,258.58	\$12,258.58	\$12,258.58	\$188,820.7 9	100%	-\$114.10
Operating Expense	\$84,547.8 7	\$14,462.64	\$14,462.64	\$14,462.64	\$84,433.90	100%	\$113.97
Subtotal	\$273,254. 56	\$26,721.22	\$26,721.22	\$26,721.22	\$273,254.6 9	100%	-\$0.13
Indirect Percentage (%)	15%	15%	15%	15%	15%		

Indirect Cost					\$40,988.3 1	\$4,008.18	\$4,008.18	4008.18	\$40,988.18	100%	\$0.13
Capital and Other Expenditures					\$519,637. 00	\$0.00	\$0.00	\$0.00	\$519,637.0 0	100%	\$0.00
Direct Client Pass-through					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	\$0.00
Total Expenditures					\$833,879. 87	\$30,729.40	\$30,729.40	\$30,729.40	\$833,879.8 7	100%	\$0.00
Revenues - Deductions					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Adjustment							\$0.00		\$0.00		
Total Expenditures minus Other F	Revenues - De	ductions			\$833,879. 87	\$30,729.40	\$30,729.40	\$30,729.40	\$833,879.8 7	100%	\$0.00
Salary Detail											
	Annual Full Time Salary for		% FTE Funded		Budgeted	Vendor			Invoice		
Position Title	FTE	Tot FTE	by HSA	Adj FTE	Salary	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Monitor	\$50,960.00	2.50	100.00%	2.50	\$127,400.0 0	\$11,043.27	\$11,043.27	11043.27	\$142,536.4 5	112%	-\$15,136.45
							ne for above				
						See atta	ched Allocati	ion of Payroll	hy Position		
								ion or rayron	•		
Case Manager	\$41,600.00	1.00	60.00%		\$24,960.00	\$0.00	\$0.00	on or rayron	\$4,606.26		\$20,353.74
Case Manager Program Director	\$76,960.00	1.00 1.00	60.00% 8.00%		\$6,156.80			on or rayron	\$4,606.26 \$9,528.18		\$20,353.74 -\$3,371.38
<del>-</del>					· ·	\$0.00 \$0.00	\$0.00	·	\$4,606.26		
Program Director	\$76,960.00 \$169,520.				\$6,156.80 \$158,516. 80 19%	\$0.00 \$0.00 \$11,043.27 11%	\$0.00 \$0.00 \$11,043.27 11%	\$11,043.27 11%	\$4,606.26 \$9,528.18 \$156,670.8 9 21%	155% 99%	-\$3,371.38 \$1,845.91
Program Director Totals	\$76,960.00 \$169,520.				\$6,156.80 \$158,516. 80 19% 30189.89	\$0.00 \$0.00 \$11,043.27	\$0.00 \$0.00 \$11,043.27 11%	\$11,043.27 11%	\$4,606.26 \$9,528.18 \$156,670.8 9 21% \$32,149.90	155% 99%	-\$3,371.38
Program Director  Totals  Fringe Benefit Rate	\$76,960.00 \$169,520.				\$6,156.80 \$158,516. 80 19%	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31	\$0.00 \$0.00 \$11,043.27 11%	\$11,043.27 11% 1215.31	\$4,606.26 \$9,528.18 \$156,670.8 9 21%	155% 99%	-\$3,371.38 \$1,845.91
Program Director  Totals  Fringe Benefit Rate Employee Fringe Benefits	\$76,960.00 \$169,520.				\$6,156.80 \$158,516. 80 19% 30189.89 \$188,706.	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31	\$11,043.27 11% 1215.31	\$4,606.26 \$9,528.18 \$156,670.8 9 21% \$32,149.90 \$188,820.7	155% 99% 106%	-\$3,371.38 \$1,845.91 -\$1,960.01
Program Director  Totals  Fringe Benefit Rate Employee Fringe Benefits  Total Salaries & Benefits	\$76,960.00 \$169,520.				\$6,156.80 \$158,516. 80 19% 30189.89 \$188,706. 69	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31 \$12,258.58 Vendor	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31 \$12,258.58	\$11,043.27 11% 1215.31 \$12,258.58	\$4,606.26 \$9,528.18 \$156,670.8 9 21% \$32,149.90 \$188,820.7 9	155% 99% 106% 100%	-\$3,371.38 \$1,845.91 -\$1,960.01 -\$114.10
Program Director  Totals  Fringe Benefit Rate Employee Fringe Benefits  Total Salaries & Benefits  Operating Detail	\$76,960.00 \$169,520.				\$6,156.80 \$158,516. 80 19% 30189.89 \$188,706.	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31 \$12,258.58 Vendor Inv.	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31 \$12,258.58	\$11,043.27 11% 1215.31	\$4,606.26 \$9,528.18 \$156,670.8 9 21% \$32,149.90 \$188,820.7 9	155% 99% 106% 100% <b>% of Bdgt</b>	-\$3,371.38 \$1,845.91 -\$1,960.01 -\$114.10
Program Director  Totals  Fringe Benefit Rate Employee Fringe Benefits  Total Salaries & Benefits	\$76,960.00 \$169,520. 00				\$6,156.80 \$158,516. 80 19% 30189.89 \$188,706. 69	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31 \$12,258.58 Vendor	\$0.00 \$0.00 \$11,043.27 11% \$1,215.31 \$12,258.58	\$11,043.27 11% 1215.31 \$12,258.58	\$4,606.26 \$9,528.18 \$156,670.8 9 21% \$32,149.90 \$188,820.7 9	155% 99% 106% 100% <b>% of Bdgt</b> n/a	-\$3,371.38 \$1,845.91 -\$1,960.01 -\$114.10

Exhibit 9 Page 2 of 19

Building Maintenance Supplies and Repair Printing and Reproduction		\$0.00 \$0.00	\$0.00 \$0.00		\$0.00 \$0.00	•	
Insurance		\$0.00	•		\$0.00	•	•
Staff Training		\$0.00	•		\$0.00	•	•
Staff Travel-(Local and Out of Town)	\$1,200.00	\$62.64	•		•	•	
Rental of Equipment	7-,	\$0.00			\$0.00		•
• •		Vendor			Invoice		
Consultants/Subcontractors	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
		\$0.00	\$0.00		\$0.00	n/a	\$0.00
		Vendor			Invoice		
Other	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Contingency for Hotel Emergency	\$14,400.00	\$14,400.00	\$14,400.00	14400.00	\$14,400.00	100%	\$0.00
Client Needs (Food/Transportation/Dishes/Clothing	\$68,948.00	\$0.00			\$69,712.45		
Adjust for Actuals	-\$0.13	\$0.00	\$0.00		\$0.00	-0%	-\$0.13
Total Operating Expense	\$84,547.8 7	\$14,462.64	\$14,462.64	\$14,462.64	\$84,433.90	100%	\$113.97
Subsentington/Conital Evenenditure Datail							
Subcontractor/Capital Expenditure Detail							
Subcontractor/Capital Expenditure Detail		Vendor			Invoice		
Equipment/Remodeling	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Equipment/Remodeling		<b>Inv.</b> \$0.00	\$0.00		<b>YTD</b> \$0.00	n/a	\$0.00
	Budget \$0.00	\$0.00 \$0.00			\$0.00 \$0.00	n/a	\$0.00
Equipment/Remodeling  Total Equipment Cost	\$0.00	\$0.00 \$0.00 <b>Vendor</b>	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00 Invoice	n/a n/a	\$0.00 \$0.00
Equipment/Remodeling		\$0.00 \$0.00 \$undor Inv.	\$0.00 \$0.00 <b>FB Inv.</b>	\$0.00	\$0.00 \$0.00 Invoice YTD	n/a n/a % of Bdgt	\$0.00 \$0.00 Balance
Equipment/Remodeling  Total Equipment Cost  Subcontractors	\$0.00	\$0.00 \$0.00 \$0.00 <b>Vendor</b> <b>Inv.</b> \$0.00	\$0.00 \$0.00 <b>FB Inv.</b> \$0.00	\$0.00	\$0.00 \$0.00 \$0.00 Invoice YTD \$0.00	n/a n/a % of Bdgt n/a	\$0.00 \$0.00 Balance \$0.00
Equipment/Remodeling  Total Equipment Cost	\$0.00	\$0.00 \$0.00 <b>Vendor</b> <b>Inv.</b> \$0.00 \$0.00	\$0.00 \$0.00 <b>FB Inv.</b>	\$0.00	\$0.00 \$0.00 \$0.00 Invoice YTD \$0.00 \$0.00	n/a n/a % of Bdgt n/a	\$0.00 \$0.00 Balance \$0.00
Equipment/Remodeling  Total Equipment Cost  Subcontractors  Total Remodeling Cost	\$0.00 <b>Budget</b> \$0.00	\$0.00 \$0.00 Vendor Inv. \$0.00 \$0.00	\$0.00 \$0.00 FB Inv. \$0.00 \$0.00	\$0.00 CM Inv.	\$0.00 \$0.00 Invoice YTD \$0.00 \$0.00	n/a n/a n/a % of Bdgt n/a n/a	\$0.00 \$0.00 Balance \$0.00 \$0.00
Equipment/Remodeling  Total Equipment Cost  Subcontractors	\$0.00  Budget  \$0.00  Budget	\$0.00 \$0.00 <b>Vendor</b> <b>Inv.</b> \$0.00 \$0.00	\$0.00 \$0.00 <b>FB Inv.</b> \$0.00	\$0.00	\$0.00 \$0.00 Invoice YTD \$0.00 \$0.00 Invoice YTD	n/a n/a n/a % of Bdgt n/a n/a % of Bdgt	\$0.00 \$0.00 Balance \$0.00
Equipment/Remodeling  Total Equipment Cost  Subcontractors  Total Remodeling Cost	\$0.00 <b>Budget</b> \$0.00 <b>Budget</b> \$519,637.0 0	\$0.00 \$0.00 Vendor Inv. \$0.00 \$0.00	\$0.00 \$0.00 FB Inv. \$0.00 \$0.00	\$0.00 CM Inv. \$0.00 CM Inv.	\$0.00 \$0.00 Invoice YTD \$0.00 \$0.00	n/a n/a n/a n/a % of Bdgt  n/a n/a % of Bdgt	\$0.00 \$0.00 Balance \$0.00 \$0.00
Equipment/Remodeling  Total Equipment Cost  Subcontractors  Total Remodeling Cost  Other	\$0.00 <b>Budget</b> \$0.00 <b>Budget</b> \$519,637.0	\$0.00 \$0.00 Vendor Inv. \$0.00 \$0.00 Vendor Inv.	\$0.00 \$0.00 FB Inv. \$0.00 \$0.00	\$0.00  CM Inv.  \$0.00  CM Inv.	\$0.00 \$0.00 Invoice YTD \$0.00 \$0.00 Invoice YTD \$519,637.0	n/a n/a n/a % of Bdgt n/a n/a % of Bdgt 100%	\$0.00 \$0.00 Balance \$0.00 \$0.00 Balance

Exhibit 9 Page 3 of 19

Direct Client Pass-through						
		\$0.00	\$0.00	\$0.00	n/a	\$0.00
Total Direct Client Pass-through	\$0.00					
Program Funding						
HSA Revenues	Budget					
Work Order (HSA)	\$833,880.0 0					
Total Revenues	\$833,880. 00					
Other Revenues	Budget					
Total Revenues	\$0.00					
Total Program Funding	\$833,880. 00					
Other Revenues - Deductions						
	Budget	Vendor Inv.	FB Inv.	Invoice YTD	% of Bdgt	Balance
		\$0.00	\$0.00	\$0.00	n/a	\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

n/a

\$0.00

Notes - Vendor

### **Supporting Documentation**

**Total Revenues - Deductions** 

JUNE 2022 WORK ORDER HSA (OASIS) INVOICE (documented).pdf

attached is the June Work Order HSA documented invoice.

Uploaded on: 07/11/2022 at 4:31pm

**Supporting Documentation** 

JUNE 2022 ALLOCATION OF PAYROLL BY POSITION.pdf

See attached June Allocation of Payroll by Position.

Uploaded on: 07/11/2022 at 4:40pm

**Supporting Documentation** 

JUNE 2022 RECONCILIATION OF PAYROLL WORKSHEET AND PAYCHEX JOURNALS.pdf

Attached is the reconciliation of PAYCHEX journals and allocation of payroll by program. Included is the payroll accrual for 06/25 to 06/30/2022.

Uploaded on: 07/12/2022 at 8:37am

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

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**Notes - HSA Fiscal Biller** 

**Notes - HSA Contract Manager** 

**Notes - HSA Supervising Contract Manager** 

Providence Executive Director

Submitted by Patricia Doyle, pdoyle@providencefoundationsf.org (415)206-0263 on 07/12/2022 at 8:38:36 AM.

Fiscal Biller Approval by Derek Chan, derek.chan@sfgov.org, 628.652.7758 on 07/13/2022 at 10:51:07 AM.

Contract Manager Approval by Latasha Bellamy, latasha.bellamy@sfgov.org, on 07/14/2022 at 11:45:42 AM.

Supervising Contract Manager Approval by Kimberley Norman, kimberley.norman@sfgov.org, 628.652.7771 on 07/16/2022 at 1:56:06 PM.

Fiscal Biller Final Approval by Ye Min, ye.min@sfgov.org, on 07/18/2022 at 1:38:42 PM.

### INVOICE 7/1/2022 - 7/31/2022

PROVIDENCE FOUNDATION OF SAN FRANCISCO - Oasis Family Shelter (F\$P# 1000020746)

TEMPORARY VENDOR UNI	LOCK						
Submission/Approval Chai	n						
Vendor	Fiscal Biller	Contract Manager	Sup. Contract Manager	Fiscal Biller Final			
Submitted	Approved	Approved	Approved	Paid			
Status Log							
Person		Status	Date/Time				
Fiscal Biller Phoebe Lee		Marked as Paid	10/14/22 at 10:3	10/14/22 at 10:39 AM			
Supervising Contract Manager Kimberley Norman		Approved	10/13/22 at 11:5	10/13/22 at 11:53 AM			
Contract Manager Maryam Bhimji		Approved	10/13/22 at 10:3	10/13/22 at 10:38 AM			
Fiscal Biller Derek Chan		Approved	10/12/22 at 9:01	10/12/22 at 9:01 AM			
Vendor Patricia Doyle		Submitted	10/10/22 at 9:57	10/10/22 at 9:57 AM			
Prop C & General Fund - Sl	helter						
PO NUMBER	PO NUMBER HSA Invoice #						
663223, 663237, 735030		HOM23JUL3966-1	02272679	02272679			

### **Vendor's Invoice Number**

Invoice #1

Summary							
		Vendor			Invoice		
	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Salaries & Benefits	\$1,803,28	\$108,344.9	\$108,344.9	\$108,344.9	\$108,344.9	3	\$1,694,936
Salaries & Berleites	1.00	3	3	3	3		.07
Operating Expense	\$898,142.	\$122,142.3	\$122,142.3	\$122,142.3	\$122,142.3	<u>′</u>	\$775,999.6
Operating Experise	00	2	2	2	2		٥
Subtotal	\$2,701,42	\$230,487.2	\$230,487.2	\$230,487.2	\$230,487.2	9%	\$2,470,935
Subtotul	3.00	5	5	5	5		.75
Indirect Percentage (%)	13%		17%		17%		
Indirect Cost	\$348,632. 00	\$38 323 13	\$38 323 13	38323 13	\$38,323.13	11%	\$310,308.8
municat cost	00		750,525.15	30323.13	750,525.15		/
Capital and Other Expenditures	\$308,417.	\$40,406.85	\$40 406 85	\$40 406 85	\$40 406 85	13%	\$268,010.1
Suprair and Series Experiences	00 940,400.8.		ψ .c, /00.05	ψ .c, /00.05	Ç .0, 100.05	1370	5

### Exhibit 9 Page 6 of 19

Direct Client Pass-through					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	\$0.00
Total Expenditures					\$3,358,47 2.00	\$309,217.2 3	\$309,217.2 3	\$309,217.2 3	\$309,217.2 3	9%	\$3,049,254
Revenues - Deductions Adjustment					\$0.00	\$0.00		\$0.00	_	\$0.00	
Total Expenditures minus Other	Revenues - De	eductions			\$3,358,47 2.00	\$309,217.2 3	\$309,217.2 3	\$309,217.2 3	\$309,217.2 3	9%	\$3,049,254 .77
Salary Detail					2.00	J	<u> </u>		J		.,,
Position Title	Annual Full Time Salary for FTE	Tot FTE	% FTE Funded by HSA	Adj FTE	Budgeted Salary	Vendor Inv.	FB Inv.	CM Inv.	Invoice YTD	% of Bdgt	Balance
Monitor 1	\$55,120.00	2.00	100.00%	2.00	\$110,240.0 0	\$5,492.12	\$5,492.12	5492.12	\$5,492.12	5%	\$104,747.8 8
						Person Nan	ne for above				
								Mayfield	d D/Prieto B/		
Monitor 2	\$55,120.00	2.50	100.00%	2.50	\$137,800.0 0	\$13,503.00	\$13,503.00	13503.00	\$13,503.00	10%	\$124,297.0 0
							ne for above				
					4	Brewster A	A/Morrison N	1/Powell C/W	Vashington K		4
Monitor 3	\$55,120.00	3.00	100.00%	3.00	\$165,360.0 0	\$12,256.50	\$12,256.50	12256.50	\$12,256.50	7%	\$153,103.5 0
						Person Name for above title					
					4		eman D/Hoo	ker J/Johnso	n J/Walker B		4
Lead Monitor	\$56,160.00	2.50	100.00%	2.50	\$140,400.0 0	\$9,493.14	\$9,493.14	9493.14	\$9,493.14	7%	\$130,906.8 6
						Person Nan	ne for above	title			
						Andrews M/	'Durden J/Ma	artinez -Ovied	do M/Loliver T		
Supervisor	\$66,560.00	4.20	95.00%	3.99	\$265,574.0 0	\$12,670.88	\$12,670.88	12670.88	\$12,670.88	5%	\$252,903.1 2
						Person Nan	ne for above	title			
						Bound	s I/Coleman .	Jr R/Wilkins (	C/Bradford R		

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Operating Detail							
	Dudask	Vendor	FB Inv.	CM Inv.	Invoice YTD	% of Bdgt	Balance
	Budget	Inv.	FD IIIV.	CIVI IIIV.	לווט	% OI Bugt	
Rental of Property	\$460,363.0 0	\$40,000.00	\$40,000.00	40000.00	\$40,000.00	9%	\$420,363.0 0
Utilities (Elec, Water, Gas, Phone, Scavenger)		\$0.00	\$0.00		\$0.00	n/a	\$0.00
Office Supplies, Postage	\$18,450.00	\$7,601.41	\$7,601.41	7601.41	\$7,601.41	41%	\$10,848.59
Building Maintenance Supplies and Repair	\$100,178.0 0	\$48,397.47	\$48,397.47	48397.47	\$48,397.47	48%	\$51,780.53
Printing and Reproduction	\$6,663.00	\$446.45	\$446.45	446.45	\$446.45	7%	\$6,216.55
Insurance	\$15,410.00	\$1,659.55	\$1,659.55	1659.55	\$1,659.55	11%	\$13,750.45
Staff Training	\$5,000.00	\$268.91	\$268.91	268.91	\$268.91	5%	\$4,731.09
Staff Travel-(Local and Out of Town)	\$300.00	\$0.00	\$0.00		\$0.00	0%	\$300.00
Rental of Equipment		\$0.00	\$0.00		\$0.00	n/a	\$0.00
		Vendor			Invoice		
Consultants/Subcontractors	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
IT Support/HR Support	\$4,000.00	\$1,387.50	\$1,387.50	1387.50	\$1,387.50	35%	\$2,612.50
Wise Health	\$7,000.00	\$0.00	\$0.00		\$0.00		\$7,000.00
In Outreach, Inc.	\$0.00	\$0.00	•		\$0.00	•	
Safety and Deescalation Staff (3 people, 24/7) (Subcontractor - first \$25k)	\$25,000.00	\$0.00	\$0.00		\$0.00	0%	\$25,000.00
		Vendor			Invoice	_	
Other	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Laundry	\$29,047.00	\$0.00	\$0.00		\$0.00	0%	\$29,047.00
Client Supplemental Meals/Food/Other Supplies (2x7 meals)	\$110,000.0 0	\$11,400.00	\$11,400.00	11400.00	\$11,400.00	10%	\$98,600.00
Client Supplies (hygiene, etc)	\$17,276.00	\$2,036.11	\$2,036.11	2036.11	\$2,036.11	12%	\$15,239.89
Client Transportation	\$1,500.00	\$0.00	\$0.00		\$0.00	0%	\$1,500.00
Telephone/Cable/Internet	\$12,725.00	\$1,264.61	\$1,264.61	1264.61	\$1,264.61	10%	\$11,460.39
Cleaning & Janitorial	\$83,730.00	\$7,680.31	\$7,680.31	7680.31	\$7,680.31	9%	\$76,049.69
Fire/Security Monitoring Contract	\$500.00	\$0.00	\$0.00		\$0.00	0%	\$500.00
Communications (Walkie Talkies)	\$1,000.00	\$0.00	\$0.00		\$0.00	0%	, ,
				\$122,142.3			\$775,999.6

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Subcontractor/Capital Expenditure Detail							
		Vendor			Invoice		
Equipment/Remodeling	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
		\$0.00			\$0.00	•	\$0.00
Total Equipment Cost	\$0.00		\$0.00	\$0.00		n/a	\$0.00
Subcontractors	Budget	Vendor Inv.	FB Inv.	CM Inv.	Invoice YTD	% of Bdgt	Balance
Safety and Deescalation Staff (3 people, 24/7) (above first \$25k)	\$308,417.0 0	\$40,406.85	\$40,406.85	40406.85	\$40,406.85	13%	\$268,010.1 5
Total Remodeling Cost	\$308,417. 00	\$40,406.85	\$40,406.85	\$40,406.85	\$40,406.85	13%	\$268,010.1 5
		Vendor			Invoice		
Other	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
		\$0.00			\$0.00	-	\$0.00
Total Other Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	\$0.00
Total Capital Expenditure (Equipment, Remodeling and Other Cost)	\$308,417. 00	\$40,406.85	\$40,406.85	\$40,406.85	\$40,406.85	13%	\$268,010.1 5
Direct Client Pass-through							
		\$0.00	\$0.00		\$0.00	n/a	\$0.00
Total Direct Client Pass-through	\$0.00						
Program Funding							
HSA Revenues	Budget						
Prop C - Ongoing	\$1,800,000. 00						
General Fund - Ongoing	\$858,883.0 0						
General Fund - Shelter Case Manager Wage Floor- Ongoing	\$62,678.00						
General Fund - Shelter Wage Compression - Ongoing	\$12,329.00						
Prop C- COLA - Ongoing	\$54,000.00						
General Fund - CODB- Ongoing	\$49,957.00						
Prop C - One-time	\$520,625.0 0						
Total Revenues	\$3,358,47 2.00						

Exhibit 9 Page 10 of 19

Other RevenuesBudgetTotal Revenues\$0.00Total Program Funding\$3,358,47

**Other Revenues - Deductions** 

		Vendor			Invoice			
	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance	
		\$0.00	\$0.00		\$0.00	n/a	\$0.00	
Total Revenues - Deductions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	\$0.00	

2.00

Notes - Vendor

#### **Supporting Documentation**

JULY 2022 PROP C OASIS HOTEL INVOICE (documented).pdf

Attached is the July Prop C Oasis Hotel documented invoice.

Uploaded on: 10/10/2022 at 9:56am

### **Supporting Documentation**

JULY 2022 ALLOCATION OF PAYROLL BY POSITION.pdf

See attached July allocation of Payroll by Position.

Uploaded on: 10/10/2022 at 8:45am

### **Supporting Documentation**

JULY 2022 RECONCILIATION OF PAYROLL WORKSHEET AND PAYCHEX JOURNALS.pdf

Attached is the July allocation of payroll by program and PAYCHEX payroll journals.

Uploaded on: 10/10/2022 at 8:46am

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

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**Notes - HSA Fiscal Biller** 

Building Maintenance over 110%

Providence Executive Director

**Notes - HSA Contract Manager** 

**Notes - HSA Supervising Contract Manager** 

Submitted by Patricia Doyle, pdoyle@providencefoundationsf.org, (415)206-0263 on 10/10/2022 at 9:57:18 AM.

Fiscal Biller Approval by Derek Chan, derek.chan@sfgov.org, 628.652.7758 on 10/12/2022 at 9:01:35 AM.

Contract Manager Approval by Maryam Bhimji, maryam.bhimji@sfgov.org, on 10/13/2022 at 10:38:39 AM.

Supervising Contract Manager Approval by Kimberley Norman, kimberley.norman@sfgov.org, 628.652.7771 on 10/13/2022 at 11:53:31 AM.

Fiscal Biller Final Approval by Phoebe Lee, phoebe.lee@sfgov.org, on 10/14/2022 at 10:39:42 AM.

### INVOICE 9/1/2022 - 9/30/2022

PROVIDENCE FOUNDATION OF SAN FRANCISCO - Oasis Family Shelter (F\$P# 1000020746)

TEMPORARY VENDOR UNLOCK						
Submission/Approval Chain						
Vendor	Fiscal Biller	<b>Contract Manager</b>	Sup. Contract Manager	Fiscal Biller Final		
Submitted	Approved	Approved	Approved	Paid		
Status Log						
Person		Status	Date/Time			
Fiscal Biller Christy Yu Marked as Paid		Marked as Paid	10/14/22 at 9:3	8 AM		
Supervising Contract Manager K	imberley Norman	Approved	10/13/22 at 11:	10/13/22 at 11:55 AM		
Contract Manager Maryam Bhin	nji	Approved	10/13/22 at 10:	10/13/22 at 10:43 AM		
Fiscal Biller Derek Chan		Approved	10/12/22 at 9:3	10/12/22 at 9:38 AM		
Vendor Patricia Doyle		Submitted	tted 10/10/22 at 12:57 P			
Prop C & General Fund - Shelter	r					
PO NUMBER		HSA Invoice #	HSA Voucher #			
663223, 663237, 735030		HOM23SEPT3966-3	02272525			

### **Vendor's Invoice Number**

Invoice #3

Summary							
		Vendor			Invoice		
	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Salaries & Benefits	\$1,803,28	\$182,351.6	\$182,351.6	\$182,351.6	\$479,654.4	27%	\$1,323,626
Sularies & Benefits	1.00	1	1	1	8		.52
Operating Expense	\$898,142.	\$120,052.1	\$120,052.1	\$120,052.1	\$309,612.2	)	\$588,529.7
Operating Expense	00	6	6	6	5		5
Subtotal	\$2,701,42	\$302,403.7	\$302,403.7	\$302,403.7	\$789,266.7	29%	\$1,912,156
	3.00	7	7	7	3	2370	.27
Indirect Percentage (%)	13%	15%	15%	15%	15%		
Indirect Cost	\$348,632.	\$45,360.57	\$45 360 57	45360.57	\$122,140.0	35%	\$226,491.9
municot cost	00	ψ <sup>4</sup> 3,300.37	ψ <sup>4</sup> 3,300.37	43300.37	6	)	4
Capital and Other Expenditures	\$308,417.	\$39,212.25	\$39 212 25	\$39 212 25	\$120,497.8	39%	\$187,919.1
Capital and Other Experiatores	00	755,212.25	755,212.25	755,212.25	5	3370	5

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Direct Client Pass-through					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	\$0.00
Total Expenditures					\$3,358,47 2.00	\$386,976.5 9	\$386,976.5 9	\$386,976.5 9	\$1,031,904 .64	31%	\$2,326,567
Revenues - Deductions Adjustment					\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	
Total Expenditures minus Other R	evenues - De	eductions			\$3,358,47 2.00	\$386,976.5 9	•	\$386,976.5 9	•	31%	\$2,326,567 .36
Salary Detail											
Position Title	Annual Full Time Salary for FTE	Tot FTE	% FTE Funded by HSA	Adj FTE	Budgeted Salary	Vendor Inv.	FB Inv.	CM Inv.	Invoice YTD	% of Bdgt	Balance
Monitor 1	\$55,120.00	2.00	100.00%	2.00	\$110,240.0 0	\$13,108.10	\$13,108.10	13108.10	\$39,945.97	36%	\$70,294.03
						Person Nam	ne for above				
						Bibbs Monisl	ha/Gould Ad	rianne/Guerr	a Marvin/Lu Debbie		
Monitor 2	\$55,120.00	2.50	100.00%	2.50	\$137,800.0 0	\$22,417.61	\$22,417.61	22417.61	\$63,906.25	46%	\$73,893.75
							ne for above				
							•	z Jr D/Horton Washington K	•		
Monitor 3	\$55,120.00	3.00	100.00%	3.00	\$165,360.0 0	\$22,828.73			\$63,339.23	38%	\$102,020.7 7
						Person Nam	ne for above	title			
						Curley L/Do	bynes D/Floy	d S/Hooker J Johnso	/Simpson L/ n J/Walker B		
Lead Monitor	\$56,160.00	2.50	100.00%	2.50	\$140,400.0 0	\$16,225.36	\$16,225.36	16225.36	\$37,189.77	26%	\$103,210.2 3
							ne for above				
						Coleman, D	arius/Durder	, Johnta/Wil	kins, Landon		
Supervisor	\$66,560.00	4.20	95.00%	3.99	\$265,574.0 0	\$20,086.53	\$20,086.53	20086.53	\$49,963.54	19%	\$215,610.4 6

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C	J	د

					Person Name for above title
					Bounds Iyonna/Coleman Jr, Ralph/Toliver Tiffany/ Wilkins, Chandice
Director of Operations	\$120,000.0 0	1.00	80.00%	0.80 \$96,000.00	\$10,873.84 \$10,873.84 10873.84 \$27,161.03 28% \$68,838.97
					Person Name for above title
					Roach, Kenisha
Van Driver	\$53,040.00	1.00	50.00%	0.50 \$26,520.00	
					Person Name for above title
					Bradford, Russel/Heard, William
Case Manager	\$61,360.00	3.50	50.00%	1.75 \$107,380.0 0	\$4,533.04 \$4,533.04 4533.04 \$7,874.29 7% \$99,505.71
					Person Name for above title
					Martinez Oviedo, Monica/Drummer, Jonea
Tutor	\$47,840.00	0.00	0.00%	0.00	\$0.00 \$0.00 \$0.00 n/a \$0.00
Program Assistant	\$45,760.00	1.00	100.00%	1.00 \$45,760.00	\$12,323.00 \$12,323.00 12323.00 \$25,613.57 56% \$20,146.43
					Person Name for above title
					Doyle Victoria/Smith Latrenda
Program Coordinator	\$58,760.00	1.00	55.00%	0.55 \$32,318.00	
					Person Name for above title
S'' 14	¢02.000.00	4.00	06.000/	0.06 670 720 00	Henderson, Diana
Site Manager	\$82,000.00	1.00	96.00%	0.96 \$78,720.00	\$7,806.90 \$7,806.90 \$20,564.40 26% \$58,155.60
					Person Name for above title
Janitor/Housekeeping	\$53,040.00	1.50	100.00%	1.50 \$79,560.00	McQueen, John \$7,867.00 \$7,867.00 7867.00 \$23,035.25 29% \$56,524.75
Janitol/Housekeeping	\$33,040.00	1.50	100.00%	1.30 379,300.00	Person Name for above title
					Diaz Guzman, Alma/Jimenez Roberto
Lead Case Manager	\$60,320.00	0.48	27.10%	0.13 \$7,845.00	
zeau ease Manager	ψ00,320.00	0.10	27.12070	0.15 φ/,σ15.00	Person Name for above title
					Napoleon, Katherine
Client Engagement Officers	\$59,000.00	10.00	13.37%	1.34 \$78,883.00	\$0.00 \$0.00 \$0.00 0% \$78,883.00

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Totals  Fringe Benefit Rate	\$929,200. 00	\$1,372,36 0.00 31%		\$147,843.9 2 23%	\$147,843.9 2 23%	\$384,531.1 6 25%		\$987,828.8 4
Employee Fringe Benefits		430921.00	\$34,507.69		34507.69	\$95,123.32		\$335,797.6
Total Salaries & Benefits		\$1,803,28 1.00	\$182,351.6 1	\$182,351.6 1	\$182,351.6 1	\$479,654.4 8	11%	\$1,323,626
Operating Detail								
			Vendor			Invoice		
		Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Rental of Property		\$460,363.0 0	<b>555 DOD DO</b>	\$55,000.00	55000.00	\$135,000.0 0	79%	\$325,363.0 0
Utilities (Elec, Water, Gas, Phone,	, Scavenger)		\$0.00	\$0.00		\$0.00	n/a	\$0.00
Office Supplies, Postage		\$18,450.00	\$970.16	\$970.16	970.16	\$11,468.55	62%	\$6,981.45
Building Maintenance Supplies a	nd Repair	\$100,178.0 0	5 In /30 00	\$16,730.00	16730.00	\$66,207.47	66%	\$33,970.53
Printing and Reproduction		\$6,663.00	\$517.88	\$517.88	517.88	\$1,539.99	23%	\$5,123.01
Insurance		\$15,410.00	\$833.33	\$833.33	833.33	\$4,159.54	27%	\$11,250.46
Staff Training		\$5,000.00	\$0.00	\$0.00		\$477.04	10%	\$4,522.96
Staff Travel-(Local and Out of Tow	vn)	\$300.00	\$0.00	\$0.00		\$0.00	0%	\$300.00
Rental of Equipment			\$0.00	\$0.00		\$0.00	n/a	\$0.00
			Vendor			Invoice		
Consultants/Subcontractors		Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
IT Support/HR Support		\$4,000.00	\$83.33	\$83.33	83.33	\$2,020.83	51%	\$1,979.17
Wise Health		\$7,000.00		\$0.00		\$0.00		\$7,000.00
In Outreach, Inc.		\$0.00	•	\$0.00		\$0.00	•	\$0.00
Safety and Deescalation Staff (3 pe	eople, 24/7) (Subcontractor - first \$25k)	\$25,000.00	\$25,000.00	\$25,000.00	25000.00	\$25,000.00	100%	\$0.00
			Vendor			Invoice		
Other		Budget	Inv.	FB Inv.	CM Inv.	YTD		Balance
Laundry		\$29,047.00		\$3,512.25	3512.25	\$6,810.44	23%	\$22,236.56
Client Supplemental Meals/Food/	Other Supplies (2x7 meals)	\$110,000.0 0	57 600 00	\$7,600.00	7600.00	\$26,600.00	24%	\$83,400.00
Client Supplies (hygiene, etc)		\$17,276.00	\$0.00	\$0.00		\$2,036.11	12%	\$15,239.89

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Client Transportation	\$1,500.00	¢50.00	\$50.00	FO 00	\$50.00	20/	ć1 4F0 00
Client Transportation Telephone/Cable/Internet	\$1,300.00	\$50.00 \$1,200.26	\$1,200.26	50.00 1200.26	•	3% 31%	
Cleaning & Janitorial	\$83,730.00	\$8,554.95	\$8,554.95		\$24,234.76		\$59,495.24
Fire/Security Monitoring Contract	\$500.00	\$0.00	\$0.00	6554.55	\$0.00	0%	\$500.00
Communications (Walkie Talkies)	\$1,000.00	\$0.00	\$0.00		\$0.00	0%	\$1,000.00
		•	\$120,052.1	\$120.052.1	•		\$588,529.7
Total Operating Expense	00	6	6	6		34%	5
Subcontractor/Capital Expenditure Detail							
		Vendor			Invoice		
Equipment/Remodeling	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
		\$0.00	\$0.00		\$0.00	n/a	\$0.00
Total Equipment Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	\$0.00
		Vendor			Invoice		
Subcontractors	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
Safety and Deescalation Staff (3 people, 24/7) (above first \$25k)	\$308,417.0 0	\$39,212.25	\$39,212.25	39212.25	\$120,497.8 5	39%	\$187,919.1 5
Total Remodeling Cost	\$308,417. 00	\$39,212.25	\$39,212.25	\$39,212.25	\$120,497.8 5	39%	\$187,919.1 5
		Vendor			Invoice		
Other	Budget	Inv.	FB Inv.	CM Inv.	YTD	% of Bdgt	Balance
		\$0.00	\$0.00		\$0.00	n/a	\$0.00
Total Other Cost	\$0.00	\$0.00	\$0.00	\$0.00		n/a	\$0.00
Total Capital Expenditure (Equipment, Remodeling and Other Cost)	\$308,417. 00	\$39,212.25	\$39,212.25	\$39,212.25	\$120,497.8 5	39%	\$187,919.1 5
Direct Client Pass-through							
		\$0.00	\$0.00		\$0.00	n/a	\$0.00
Total Direct Client Pass-through	\$0.00						
Program Funding							
HSA Revenues	Budget						
Prop C - Ongoing	\$1,800,000. 00						
	\$858,883.0						

Exhibit 9 Page 17 of 19

General Fund - Shelter Case Manager Wage Floor- Ongoing	\$62,678.00
General Fund - Shelter Wage Compression - Ongoing	\$12,329.00
Prop C- COLA - Ongoing	\$54,000.00
General Fund - CODB- Ongoing	\$49,957.00
Prop C - One-time	\$520,625.0 0
Total Revenues	\$3,358,47 2.00
Other Revenues	Budget
Total Revenues	\$0.00
Total Program Funding	\$3,358,47
	2.00
Other Revenues - Deductions	

Vendor Invoice FB Inv. CM Inv. YTD % of Bdgt Balance Budget Inv. \$0.00 \$0.00 \$0.00 n/a \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 n/a \$0.00

**Total Revenues - Deductions** 

Notes - Vendor

### **Supporting Documentation**

SEPTEMBER 2022 PROP C OASIS HOTEL INVOICE (documented).pdf

Attached is the September Prop C documented invoice.

Uploaded on: 10/10/2022 at 12:51pm

### **Supporting Documentation**

SEPTEMBER 2022 ALLOCATION OF PAYROLL BY POSITION.pdf

See attached September Allocation of Payroll by Position.

Uploaded on: 10/10/2022 at 12:52pm

### **Supporting Documentation**

SEPTEMBER 2022 RECONCILIATION OF PAYROLL WORKSHEET AND PAYCHEX JOURNALS.pdf

Attached is the September reconciliation of payroll by position and PAYCHEX payroll journals.

Uploaded on: 10/10/2022 at 12:54pm

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Notes - HSA Fiscal Biller

Providence Executive Director

**Notes - HSA Contract Manager** 

**Notes - HSA Supervising Contract Manager** 

Submitted by Patricia Doyle, pdoyle@providencefoundationsf.org, (415)206-0263 on 10/10/2022 at 12:57:51 PM.

Fiscal Biller Approval by Derek Chan, derek.chan@sfgov.org, 628.652.7758 on 10/12/2022 at 9:38:22 AM.

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# EXHIBIT 10

### PHYSICAL NEEDS ASSESSMENT

For

### 900 Franklin Street

SAN FRANCISCO, CA 94109



**APRIL 3, 2023** 

Client: San Francisco Housing Accelerator Fund

2370 Market Street, Box 442 San Francisco, CA. 94114

Attention: Devon Neary, VP of Lending

Elizabeth McLachlan Consulting, Inc. 2370 Market Street, Suite 189 San Francisco, CA 94114 (415) 203-8814 emclach@gmail.com

PHYSICAL NEEDS ASSESSMENT - 900 FRANKLIN STREET - SAN FRANCISCO

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### I. OVERVIEW

This report is prepared at the request of the San Francisco Housing Accelerator Fund ("SFHAF"). It is provided for the sole use of SFHAF, The City and County of San Francisco, and its agents and assignees.

The format of and sections covered in this report are based on This report is based upon ASTM guidelines for property conditions assessments.<sup>1</sup>

The purpose of the report is to identify, based on the visual inspections, the systems and conditions present at City Gardens, a 200-unit residential property located in San Francisco, California.

The property inspections were conducted on March 6, 2023, by Elizabeth McLachlan Consulting ("EMC"). The owner's agent accompanied and/or was present while Elizabeth McLachlan was onsite for the property inspections.

The scope of inspections consisted of a visual evaluation of the project site, building exteriors, basement, roof, interiors, and common areas, and 6 of the 60 total rooms. The inspection was visual in nature. No detailed analyses or calculations were made to verify the adequacy of the building systems.<sup>2</sup>

EMC certifies that no conflict of interest exists between it, the Sponsor, the management entity, contractors, or subcontractors involved in the repair or rehabilitation of this project.

#### **Current Property Information**

Project Name	Oasis Hotel	
Project Address	900 Franklin Street, San Francisco, CA. 94109	
Property Manager	Currently operated by Providence Foundation, Kenisha Roach	
	DOO	
Current Owner	Private Owner	
Date of Original	1959	
Construction		
Date of the Last	None	
Rehab		
Number of Buildings	1	
Building Type	Type IA, concrete, 4 stories over full footprint two level garage	
Number of Units	60 motel units	

Parcel Size	12,597 s.f.
Building Area	22,551 s.f. (gross)

<sup>&</sup>lt;sup>1</sup> See ASTM E-208-08 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

Assessor's Parcel ID	0738015
Common Areas and	Lobby, front desk, courtyard seating, hallways, parking garage
Amenities	
Parking	Two level of parking, approximately 40 spaces
<b>Building Construction</b>	Reinforced concrete foundation. Concrete and steel-reinforced
	structure.
Roof Construction	Flat, built up system
Exterior Walls	Concrete, stucco finish
HVAC	Boiler fed fan coil heating units
Fire/Life and Safety	Hard wired smoke detectors. Fire suppression system installed.
	Central fire alarm system installed. Fire extinguishers are
	located in cabinets at various locations. The fire alarm panel is
	located at the front desk.
Present at	Kenisha Roach, Providence
Inspections	Robert, Ayana from St. Anthony's
Date of Inspections	March 6, 2022
Weather on	Rain, 51 degrees
inspection day	

#### Site Visit

The property inspections were conducted on March 6, 2022.

The scope of the inspections consisted of a visual evaluation of the project site, building exteriors, roof, common areas, lobby, parking garage, mechanical/electrical/plumbing systems, outdoor garden, offices, parking garage, laundry and storage areas, stairs and hallways, and 6 of the 60 motel rooms. The inspection was visual in nature. No detailed analyses or calculations were made to verify the adequacy of the building systems.

#### Statement Regarding Hazardous Materials

Given the age of the building, it is not likely that hazardous materials were used in the original construction of the building.

A Phase I Environmental Site Report was provided for review. Lead and asbestos sampling reports were not provided for review.

All findings and recommendations made in any hazardous materials testing and reporting should be reviewed and completed, as appropriate.

An operations and maintenance manual should be created and held onsite, if not already done. Such a manual will provide procedures for hazardous materials handling. The current hazardous materials testing firm may be able to provide that kind of service.

This report does not provide <u>expert</u> opinions or recommendations on topics such as the presence or absence of asbestos, lead, mold, wood-destroying organisms, soils conditions, or toxicity on this property. This report does not provide <u>expert</u> opinions or detailed analyses on topics such as structural, mechanical, or architectural systems, nor is a comprehensive

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evaluation of building codes provided. If specific data and analysis for topics such as lead, asbestos, mold, soils, or structural or mechanical engineering are requested, the Sponsor is encouraged to engage the services of respective qualified consultants.

### No Conflict of Interest

Elizabeth McLachlan Consulting (EMC) certifies that no conflict of interest exists between it, the Sponsor, the management entity, contractors, or subcontractors involved in the repair or rehabilitation of this project.

### Inspection and Report Scope of Work

This report follows guidelines established by ASTM E2018-15 – Standard Guide for Property Conditions Assessments: Baseline Property Condition Assessment Process.

Access to all areas of the project was not available or not requested. All specific observed equipment was not operated, nor were there any specific formulaic tests conducted on any systems. No engineering or hazardous materials testing was done. No destructive or penetrative testing was conducted. Damage to the systems and structures may be present but hidden and therefore, could not be discovered without destructive testing. The observations and resulting report and recommendations do not give warranty, nor do they guarantee the performance of, any building components or systems.

This evaluation is based on the inspector's observations and judgment of the physical conditions of the improvements and estimated expected remaining useful life of those improvements. The actual performance of individual components may vary from a reasonably expected standard, and may be affected by circumstances that occur after the dates of evaluation. The evaluation is based on visual observations, documents reviewed (See chart on p. 5.) and on comparable field experience.

Included with this report are these:

- <u>This</u> narrative report containing information regarding systems and conditions as observed during inspections, along with details on each item.
- Appendix A Immediate Physical Needs
- Appendix B A 20-year Replacement Reserve Study.
- Project photographs are embedded into the relevant sections of this report.

### Cost Estimating Procedures

The cost estimates used in this report are based on approximate quantities and unit costs. They are also based on information furnished by the relevant sources, if any, (which are assumed to be accurate).

Other estimated costs represent information from published materials, previous reports and reports for similar projects, estimates provided for similar and recent projects, and estimating guides--such as RS Means Costworks, and others established by and/or used in the construction industry. All software utilized for cost estimating is adjusted to San Francisco

Bay area cost guidelines.

Elizabeth McLachlan Consulting (EMC) bears no control over the costs of labor, materials, equipment, or services provided by others, nor over the methods determining prices employed by others; it also has no control over competitive bidding procedures. Costs shown in this report may incorporate industry averages, and estimates are made based on this consultant's experience. None of the estimated costs stated herein guarantee that proposals, bids, or costs will not vary. The project Sponsor is strongly encouraged to seek out new bids for specific work as appropriate and from appropriately licensed vendors.

### **Green Building Recommendations**

Recommendations made in this report are based on visual observations and aim to include the most efficient replacement materials or methods possible. Recommendations also intend to include green building practices and recommendations for green rehabilitation for existing multifamily properties. The 2019 California Green Building Standards Code CalGREEN was reviewed for the observations and recommendations for this property. <a href="https://codes.iccsafe.org/content/CAGBSC2019/cover">https://codes.iccsafe.org/content/CAGBSC2019/cover</a>. Specifically, the residential mandatory measures should be met when the property undergoes rehabilitation. See, <a href="https://codes.iccsafe.org/content/CAGBSC2019/chapter-4-residential-mandatory-measures">https://codes.iccsafe.org/content/CAGBSC2019/chapter-4-residential-mandatory-measures</a>

### A. APARTMENTS INSPECTED

In March 2023, the site and building exteriors were physically inspected to the fullest extent possible, including the following specific elements: driveway and parking garage, exterior and interior site lighting, exterior walls and roofing, as well as roof drainage, mechanical, electrical, and plumbing systems, common areas and amenities, hallways and stairs, lobby. The interiors of 6 of the 60 hotel rooms were also inspected at that time.

#### **B. DOCUMENTS RECEIVED AND REVIEWED**

The following list of documents was requested at the outset of this PNA endeavor.

- As-built drawings;
- Construction specifications;
- Any previous Physical Needs Assessment, Capital Needs Assessment, property conditions report(s) or similar;
- Any written bids or estimates for the proposed scope of work;
- Current replacement reserve amounts;
- List of proposed repairs:
- Phase I environmental, seismic inspection, Lead-based paint, asbestos reports, or similar inspection reports;
- Major capital improvements have been done since the project was constructed (e.g., roof, window, siding, foundation, etc. repair work, if any).

The following documents were received for review for this report.

### II. PROPERTY CONDITIONS

### A. IMMEDIATE ISSUES & CONCERNS

The overall condition of the subject property is fair to poor. The building was originally constructed in 1959 as a tourist motel. It has remained as such until very recently. It is currently being operated as a shelter.

The approach to recommendations in this report aims to make necessary capital improvements as soon as possible in the immediate scope of work, Appendix A – Immediate Capital Needs. For this property, at this time, no observable immediate needs not already being addressed by the owner were noted.

This report also contains a Replacement Reserve Study, Appendix B, which includes proactive and comprehensive capital improvements over the term shown in the Reserve Study. The Replacement Reserve Study assumes that all the work recommended and outlined here and in Appendix A was completed before the start of the reserve term.

#### **Immediate Needs**

Area / Item	Details
Structural Assessment	Conduct structural assessment, should be performed by licensed structural engineer.
Hazardous Materials Inspection	Conduct Phase I environmental assessment. Conduct inspections, sampling and reporting for hazardous materials: asbestos, lead, radon, and mold. Reports should include recommendations for remediation, removal and/or repairs. Obtain operations/maintenance plan for future hazardous materials handling.
HVAC Inspection/Recommendation	Engage mechanical engineer to make recommendations for replacing existing boiler system. Recommend using a more efficient heating/cooling scheme such as thru-wall PTAC units or mini-split systems.
Domestic Hot Water and plumbing systems.	Engage plumbing contractor to make recommendations for new plumbing/hot water heating systems. Make more efficient. Consider all-electric system. Replace all plumbing piping if found to be old/leaking and/or galvanized materials. Replace all in-unit plumbing including faucets and shower fixtures. Shower fixtures should be mixing type with anti-scald devices.

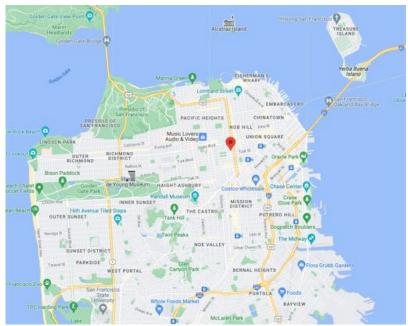
Area / Item	Details
Roof	Replace roof, roof deck, roof insulation, all penetrations. Recommend installed parapet wall or safety fencing around roof perimeter. Replace roof entry door and rooftop stair enclosure.
Exterior siding	Remove stucco and exterior wall layers. Insulate walls. Add sheathing as may be recommended by a structural engineer. Add new exterior siding systems. Paint building exteriors.
Exterior Walkway	Remove and replace 2 <sup>nd</sup> level walkway at east side of property due to failure
Elevator Replacement	Modernize existing elevator
Garage	Investigate and repair leaks. May need to remove walls if structural work to be done. Resurface garage and restripe parking designation. Replace all garage lighting.
Unit interiors	Repair damage to interior walls from roof and siding leaks. Noted at 3 <sup>rd</sup> and 4 <sup>th</sup> floor units.

### **B. GENERAL DESCRIPTION & CONDITIONS**

The 900 Franklin Street property is located on Franklin Street, at the corner of Eddy Street, in San Francisco's Cathedral Hill neighborhood.

The property is located in a high-density area with surrounding office buildings, and multi-unit residential buildings, as well as a small business, shopping, restaurants, and organizations. Access to public transportation and major roadways is in the immediate vicinity.

The property was completed in 1959 as a tourist motel.



Map Location



Street View of Property

### C. SITE CONSTRUCTION

### 1. SOILS CONDITIONS

A soils analysis was not available for review.

The underlying geologic materials may be a factor for evaluating structural conditions at the project. No unusual settling conditions were noted at the time of inspection.

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The property may or may not be located in or near designated flood hazard areas<sup>3</sup>; therefore, flood insurance may or may not be specifically required by regulation in this region. The project sponsor and/or owner is encouraged to consult with an insurance carrier to determine what specific type of insurance is required.

#### 2. DRAINAGE/TOPOGRAPHY

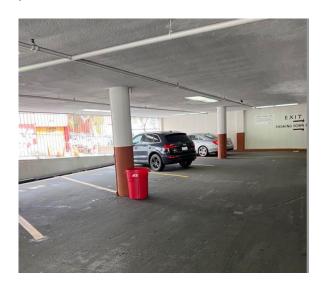
The building is situated on a moderately sloped parcel. It slopes downward from north to south. No adverse conditions were noted or reported with site drainage. Inspections took place during a rainy period, and no adverse conditions were observed.

Roof drainage includes roof catch drains that route to the subsurface drainage. Roofing and roof drainage are discussed below in *Roof Systems*.

Landscaping drainage is limited to drainage systems in the courtyard planters and courtyard surfaces.

#### 3. PARKING

There are approximately 40 parking spaces in two levels of garage. The condition of the garage is poor. The paving needs repairs. Parking striping designation needs to be removed and replaced. Garage walls will likely undergo moderate to complete replacement depending on the level of structural work required.



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<sup>&</sup>lt;sup>3</sup> FEMA flood mapping https://msc.fema.gov/portal/search?



Upper and lower garage

### 4. TRASH COLLECTION

Trash is collected at the lower garage level. Recycling and compost bins, as well as a 5-yard dumpster, are located around the elevator. Housekeeping brings trash to the garage. Trash bins are wheeled to the street for collection by city trash collection services.

#### 5. LANDSCAPING

Landscaping consists of plants installed in planters at courtyard. The landscaped areas are in good condition.



Ground level patio with plants in planters. Second level deck with a few plants.

#### SIGNAGE, FENCING AND SITE SECURITY

There is a large vintage Oasis sign mounted to building at Franklin Street.

There is no perimeter or site fencing as the entire building covers the property's footprint. However, there is metal barrier fencing on the parking garage sides and along the building on Franklin and Eddy Streets. The metal fencing is in poor condition and needs to be replaced.

Wayfinding signage and emergency signage were observed at various locations. These signs were limited. All wayfinding and emergency signage needs to be replaced in the immediate scope of work. Additional information on emergency signage is discussed later in this report.

The driveway is open. Access into the building is achieved via automatic sliding doors at the Franklin Street side. There is an exit-only stairwell door on Franklin Street. No other entrances are present.

There is a security camera system with cameras on all floors. The system is antiquated and should be replaced. New monitoring systems should have remote capabilities and should include high resolution cameras with night vision.

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Driveway entrance and project sign



Main entry door at garage entrance on Franklin Street

### 7. EXTERIOR SITE LIGHTING AND INTERIOR COMMON AREA LIGHTING

Site lighting includes building-mounted lights located along all street-facing sides of the building, at the garage entry and throughout the garage, at the main entrance, and at all exterior hallways.

Building mounted lighting along the street facing sides of the building is in fair condition. The illumination was not visible since the site visited during daytime hours. The lights would need to be removed for all exterior siding work, so updating them with more efficient fixtures is recommended.



Exterior lights



Hallway lighting

#### 8. ACCESSIBILITY

Construction of the subject property took place before the enactment of the Americans with Disabilities Act of 1992.

Accessibility requirements are dictated by several authoritative bodies. In determining whether or not ADA requirements must be met, the project Sponsor will need to be aware of the requirements not only of their lending sources, but of the municipal, state and federal requirements, and if such requirements are applicable. An audit is recommended if authoritative bodies invoke requirements. A guideline or "checklists" for accessibility can be found here, as a reference: http://www.access-board.gov/adaag/checklist/a16.html

The *Accessibility* section of this PNA report is intended to provide only general information about accessibility requirements and standards. It is not an audit or in-depth analysis of the accessibility conditions at the subject property.

#### Background

In 1992, the State of California adopted the Federal ADA regulations, with modifications as outlined in Chapters 10 and 11 of the California Building Code (CBC). Projects constructed after 1992 are to fully comply with the accessibility provisions prevailing at the time of building permit issuance. According to the Federal ADA standard (36.207 of 28 CFR Ch. 1), for publicly funded multifamily projects constructed prior to January 16, 1992, public accommodations are regulated while individual apartment units are exempt. Essentially, for existing buildings the public accommodations and common-use areas available to the residences and guests are to be modified to comply with the ADA standards when building permits are issued for new construction or for remodeling work. Such areas include parking stalls, path of travel from parking to the public recreational and project management office areas along with those same areas, exterior paths of travel within the project site, common hallways, laundry, lobbies, community rooms, and similar common use areas (as they exist). See, e.g., https://up.codes/viewer/california/ca-building-code-2016/chapter/11A/housing-accessibility#11A

Accessible standards for existing projects are subject to the "hardship" rules. Updating portions of the facility to current handicapped standards would be required under the current California Building Code when a general building permit is issued for any building improvements. This does not include repairs for deteriorated or building components damaged by fire or natural disasters.

This report should not be considered an exhaustive evaluation of Federal ADA requirements or of any state or local ADA guidelines. See, for example, San Francisco Mayor's Office of Housing on Disability <a href="https://sfgov.org/mod/">https://sfgov.org/mod/</a>, which may differ from, compliment, or supersede federal or state requirements. For purposes of the observations, the ADA Accessible Guidelines for Buildings and Facilities (September 2010) is used as a guide (<a href="https://www.access-board.gov/ada/guides/">https://www.access-board.gov/ada/guides/</a>). This report intends to provide a general overview of the accessible provisions, noting the obvious areas of non-compliance.

No units have been designated as accessible.

Depending on future use of the building, and possibly other factors, an accessibility audit may be required. The audit, if required, should be performed by a licensed or certified accessibility auditor. An amount for the audit is shown on Appendix A.

### D. BUILDING CONSTRUCTION

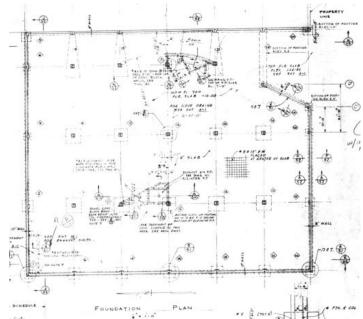
#### 1. STRUCTURAL AND FOUNDATION SYSTEMS

The project was completed in 2021, and structurally, it appears to have remained intact. Plans sets from the original construction in 1959 were provided for review. The plans are dated September 11, 1959 and were prepared by Stark, Jozens and Nacht, AIA. A set of rehab drawings dated November 28, 2004 were provided for review. Those plans were prepared by Scott Adams, Architect.

The building is a 4-story structure over a ground floor, two level garage. The flooring designation includes "1-4). The building is U-shaped.

Foundation systems include reinforced slab. Per the reviewed drawing, the slab thickness is 4-inches reinforced #3 rebar at 12" each way on center. Plans show 10" concrete wall at perimeters.

No observable adverse conditions were noted at the time of inspections. All walls were finished so structural elements could not be observed.



Foundation plan from original drawings (enlarge screen to view)

### 2. EXTERIOR SIDING AND TRIM

The exterior siding of the building is primarily stucco with sections of exposed concrete. Apartment units have metal or transite panels under the main windows. The stucco siding is assumed to be original. The building exterior is in fair or poor condition.



Front of building



North side



Building façade – heavy fungus

#### 3. ROOF SYSTEMS

The roof is located atop the 4<sup>th</sup> floor. The roof surfaces are modified bituminous materials. The roof is in very poor condition and should be replaced. Recommended scope for roof work includes removal of existing roof and roof underlayment, inspection of roof framing, repair framing if needed, install new roof insulation, new roof deck, and new roof finishes. All roof penetrations should be replaced. Adding a parapet wall or guardrail at the roof is strongly recommended. Exterior building maintenance equipment may be required by San Francisco's building department. Amounts for roof replacement and replacement of roof drainage is shown on Appendix A.

When roof surfaces are replaced in the future, the contractor should provide a minimum 30 year guarantee on the materials and an acceptable minimum term guarantee on installation.



Roof

### 4. WINDOWS: UNITS AND COMMON AREAS, AND GROUND FLOOR STOREFRONTS

All windows at the building are believed to be more than 20 years old. All windows are dual paned with metal framing and are in varying fixed and operable configurations. No issues were noted or reported with windows, however, given their ages they may not be very energy efficient.



Sliding window at Unit 408

### 5. STAIRS, RAILINGS AND HALLWAYS

There are three sets of stairs at the building. The west stairs run from the ground level to the roof. The northeast stairs run from the ground level to the 4<sup>th</sup> floor. The south stairs run from the ground level to the 4<sup>th</sup> floor.

Each stair run is a prefabricated concrete stair run with open risers. Stairs are finished with a rubberized coating. Observed stairs and landings were observed to be in poor condition. Stair treads were very worn. Open riser stairs do not meet current building codes. If the stairs are to remain, add riser closers.

All rooms are accessed via exterior hallways. Hallways are concrete with a coating over them. The underside of the walkways have stucco ceilings. The second floor walkway on the east side has had a water leak that has caused the stucco underside to breakaway. This needs to be repaired immediately.

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Hallway surface and railing



Second floor walkway on east side of property damaged by water penetration, currently offline

### 6. HAZARDOUS MATERIALS & WOOD DESTROYING PESTS

Hazardous materials are discussed earlier in this report.

### E. CONDITION OF BUILDING INTERIORS AND HOTEL UNITS

#### 1. UNIT DESIGN AND OVERALL CONDITIONS

The units have solid core entry doors with lever style locksets and keyless entry systems. All entry doors, frames and locksets are in good condition.

All rooms are motel rooms with a sleeping room and bathroom. There is also a vanity and closet area between the sleeping room and the bathroom.

Flooring is carpeted in the sleeping rooms and vanity areas. The bathrooms have sheet vinyl flooring.

Each unit contains one or two beds, a small refrigerator, television, nightstands.

An exhaust fan provides ventilation in the bathrooms.

Heating and cooling is provided to the units via thermostat controlled conditioned air.

The average condition of the observed room interiors was good.

#### 2. INTERIOR FIXTURES

### a) Flooring

All flooring is vinyl plank in all rooms of the units. The flooring was in good condition in the observed units.



Carpet flooring and bathroom sheet vinyl flooring

# ELIZABETH McLachlan Consulting, Inc. 415.203.8814

# b) Appliances

Each unit has a 9-10 cubic foot refrigerator. No other appliances were noted in the motel rooms.

# c) Sinks/Lavatories /Faucets

The bathroom sinks are typically single bowl sink set atop a solid surface countertop. Sinks and vanity cabinets were found to be in fair or good condition.

Faucets were dual handled mixers.



Typical bathroom pedestal sink

# e) Shower Surrounds & Tubs

Tub surrounds are solid panels and tubs are enameled steel or fiberglass. Tubs and surrounds are original, and the observed units were in good condition.



Tub and shower surround

# f) Shower Valves and Toilets

Shower valves are dual handled and appear to be well-aged. Mixing valves are required by current plumbing code, so all shower valves should be replaced. Future replacements should also include anti-scald devices. <sup>4</sup>

Toilets were observed to low flow models, 1.5 gallons per flush. All toilets should meet or exceed current CalGREEN requirements.

# g) Interior Doors and Frames

The interior doors are solid core wood for the bedroom doors at the suites. The bathroom doors are solid core wood. Doors were observed to be in good condition.

# h) Electrical Fixtures

Ceiling mounted fixtures are installed at the sleeping areas, entry and bathrooms in the units. All fixtures are recent replacements and no issues were noted.

The bathrooms are mechanically ventilated with exhaust fans that have continuously running low cycles.

GFCI receptacles were present in the kitchen areas and bathrooms.

Smoke detectors are installed in all units as described below in the Fire and Safety section of this report at the end of this document.

## i) Interior Walls /Ceilings

The walls and ceilings are generally in good condition.

### j) Window Coverings/Traverse Rods

All units have roll down window shades. Window coverings were observed to be in good condition.

## k) Painting

A semi-gloss paint should be utilized at the bathroom walls so that the surfaces will be easier to wash. Preparation and cleaning procedures should be in strict accordance with paint manufacturer's recommendations for each particular substrate condition.

### 3. COMMON AREAS & SERVICE AREAS

The common areas at the building are numerous and they include the following areas:

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<sup>&</sup>lt;sup>4</sup> 2007 California Plumbing Code, Section 418.0.

- Lobby and front desk
- Multipurpose area
- Manager's office
- Restrooms on ground level
- Laundry room at ground level (not currently a common area)

It is strongly recommended that a kitchen be created at the ground level for the use of the residents. It can be a simple food service and food heating (microwave) area with refrigeration and storage.

**The Lobby** is located at the ground level. It contains a front desk, seating area, and operations/manager room. The lobby flooring is concrete. The walls are wood and/or painted drywall. The condition of the lobby is very good.

The multipurpose area is shown on the rehab drawings as a conference room. It is not in regular use. It has some small appliances and miscellaneous items. This room could be turned into a community room and community kitchen. Having a shared kitchen on site is recommended for the benefit of the residents.



Front desk

## F. MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS

The reviewed plan set contained information regarding scopes of work related to mechanical, electrical, and plumbing.

## 1. SYSTEMS LOCATIONS

Hot water heating systems are located in the boiler room on the ground level.

**Heating equipment** for the units is achieved via hydronic heating from the boiler.

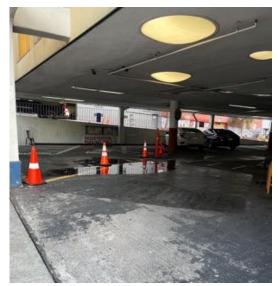
**The fire alarm panel** is located at the management office. **Fire alarm equipment** is located at the lower garage level: including the fire suppression/backflow system at the garage. Fire and life safety systems are discussed below.

**The electrical main** gear is located in the lower garage. **Subpanels** are located on the upper floors of the building and at the roof.

## 2. PLUMBING & SEWAGE FLOW

Supply and waste lines for the property include the observed materials only. Other material types may be present, but were not observable. Supply piping was not observable, cast iron piping was present for waste. Vent piping types were sheet metal other materials.

Leaks that could be attributed to plumbing or fire sprinklers were present in the ceiling of the ground level garage.



Building piping as seen at hallway ceiling - copper water supply, cast iron waste



Ancient piping at boiler room

### 3. HOT WATER AND HEATING

Water is heated via the Kewanee steam boiler located at the ground floor boiler room. A second water heater included a very aged AO Smith hot water heater also located at the ground floor boiler room. The main steam boiler does double-duty for hot water and heating.

The water heating systems include a 500-gallon storage tank, a 20-gallon expansion tank. Details for plumbing equipment, including hot water heaters, faucets, bathroom fixtures, et. al., are shown on the mechanical sheet of the reviewed original plan set.<sup>5</sup>

The boiler is original, making it now about 64 years old. It is largely inefficient and should be replaced or decommissioned in the immediate scope of work. Transitioning units to thru-wall PTAC heating and cooling is recommended for improved indoor air quality and comfort.

### 4. COOLING

No air conditioning is present at the property.

### 5. ELECTRICAL

The building is serviced by a 400 amp main. Electrical equipment is located at the lower garage. Each residential floor has subpanels for the floor's service. The electrical service for the building is likely to be undersized. A load calculation and recommendations should be conducted by an electrical engineer. Amounts are shown on Appendix A for service upgrades.

<sup>&</sup>lt;sup>5</sup> The original drawings are very difficult to read, but some key information was obtainable.

### 6. MECHANICAL VENTILATION

Interior spaces – bathrooms, in particular - are serviced by roof mounted mechanical ventilation units manufactured by Greenheck, or others.

Replace bathroom fans with humidistat enable devices and use fans that run at a minimum of 100 cubic feet per minute (CFM).

#### 7. ELEVATORS

The building is served by a single hydraulic that run from the lower garage to the 4<sup>th</sup> floor. The elevator motors, hoist gear, and controls are located the rooftop elevator room. The elevator is very aged and should be modernized in the immediate scope of work.

### 8. GENERATOR

None.

#### 9. EXTERIOR BUILDING MAINTENANCE

Exterior building maintenance equipment is not installed at the roof. It may be required as part of the rehabilitation scope of work.

### 10. FIRE ALARM SYSTEM / EMERGENCY SYSTEMS & BACKFLOW

A fire pump control room is located at the ground floor.

The apartment units and common areas are equipped with hard wired, interconnected smoke detectors, fire alarm sounders and strobes. Mechanical rooms and the basement areas are also equipped with the same units.

The interiors of the entire building are covered by a fire suppression system. Backflow equipment is located at the basement. Fire sprinkler risers run up the stairwells.

The units do not have CO2 detectors. These may or may not be required.

Emergency signage installed at all levels of the building. Wayfinding signage is located on all of the residential floors. An egress plan is shown on Sheet A0.40-44 of the reviewed plan set.

Fire extinguishers are installed in cabinets the hallways.

The property has a central alarm system. The alarm is maintained by Pyro-Comm Systems, Inc. Monitoring equipment for the alarm systems are located at the office and the service equipment is located at the basement and ground floor. The ERRCS (radio system) panel is located at the basement.

A fire alarm graphic annunciator is located on the wall next to the front desk. Pull stations and alarm sounders are located on the walkways.

All fire life and safety equipment must be maintained in good working order and must comply with prevailing building and fire codes at all times.



Fire alarm panel at lower garage



Signage and call buttons at Area of Rescue basement level

The following data sheets are included at the end of this report. Key notes to the data sheets follow below each heading. Each of these appendices will also be provided in Microsoft Excel format.

**APPENDIX A: IMMEDIATE PHYSICAL NEEDS** 

**APPENDIX B: REPLACEMENT RESERVE STUDY** 

April 3, 2023

## Oasis Hotel

900 Franklin Street San Francisco, CA 94109

NOTE: This Immediate Needs worksheet includes items and estimated costs for the recommended socpe of work. The estimates should not be relied upon for construction costs. They are estimates <a href="https://doi.org/10.10/">https://doi.org/10.10/</a>. The Owner or Sponsor should obtain detailed and competitive final bids for applicable rehabilititon or repair work, if necessary No destructive or invasive inspections were made. <a href="https://doi.org/10.10/">Contingency</a>, soft costs (allowances, general conditions, etc. and "Alternates") are not included. Numerous budget items for soft costs, such as scaffolding, permits, layouts/surveys, delivery and storage, etc. are also not shown. The rehabiliation costs provided for review are assumed to have prevailing wage rates factored into them.

	s; Built: 1959		l .			
Priority	Area/Item	Unit Cost	QTY	Total	ls	Description
	Specialty reports/inspections/allowances					
1	Hazardous materials inspection and testing	\$9,000	1	\$9,000		Conduct hazmat inspection, sampling and analysis.
<u>1</u> 1	Demolition and Abatement Dry rot allowance	\$800,000 \$125,000		\$800,000 \$125,000		Demo and hazardous materials abatement Allowance for dry rot removal and repairs.
<u> </u>	Structural inspection	\$125,000		\$125,000		Engage structural engineer to evaluate building,
1	oudstand inspection	ψ·2,000	i I	Ψ.2,000		parking, walkways, et al.
	MEP evaluations	\$8,000	1	\$8,000		Obtain report from mech engineer on heating, coolir
1			<b></b>			hot water and electrical.
	SUBTOTAL Accessbility		<del>                                     </del>		\$954,000	
1	Accessbility audit/CASp inspection	\$8,000	1	\$8,000		Obtain full report from CASp inspector.
1	Accessible parking designation	\$5,000	1	\$5,000		Paint parking spaces. Install signage
1	Accessible signage/paths of travel	\$35,000	1	\$35,000		Install accessible signage and route signage for pat
	7.17	<b>#75.000</b>		<b>#75.000</b>		of travel and unit designations.
1	Common area accessiblity upgrades	\$75,000	1	\$75,000		As may be required. Conduct CASp audit and performended/required actions.
	ADA Unit conversions (CBC Chapter 11)	\$18,500	7	\$129,500		Convert required % of units to accessible to extent
	(======================================	¥ ,		*		possible: door threshold alternations at entry,
						bathroom reconfiguration: clearances, thresholds,
						vanity, piping, faucet, shower controls, shower stall
1	SUBTOTAL		1		\$252,500	(e.g. compliant roll in)
	Building Exterior/Structure				\$252,500	
	Structural upgrades - foundation, framing, rough carpentr	\$1,850,000	1	\$1,850,000		Structural upgrades as may be needed, based on
1						report from Structural Engineer
	Garage repairs	\$150,000	1	\$150,000		Repair garage ceiling after structrual work. Repair
2						cracks after structural work. Stripe and seal parking areas. ADA parking designation.
	Basement repairs	\$50,000	1	\$50,000		Remove, reroute basement wiring - electrical, et al -
		,,		, 5 5 5		legacy systems. Clean up and repair walls and
2						ceilings.
0	Pool demo/fill, modifications	\$150,000	1	\$150,000		Fill in pool with geofoam or similar construction foam
2 1	Stairs	\$40,000	2	\$80,000		Create deck/outdoor area. \$100/cy Repair stairs, add riser closers, correct hand rails.
1	Basement stairs - both sides	\$40,000		\$28,000		Replace wood steps to basement. Install new and
2	Busoment stalls Both slags	ψ14,000	ı - I	Ψ20,000		new handrails.
	Windows	\$1,800	137	\$246,600		Replace windows in all hotel rooms - use energy
						efficient dual paned windows. Aim to replace in
11		<b>^</b>	<b>—</b>	<b>^==</b>		existing openings.
1	Exterior siding repairs	\$750,000	1	\$750,000		Following any necessary structural work: remove damaged or deteriorating siding, clean and prep re
'	Exterior painting	\$325,000	1	\$325,000		Paint building exteriors
	Zational painting	4020,000		<b>\$525,555</b>		. and banding extension
1	Roof replacement - roof deck	\$35,000	1	\$35,000		Remove existing roof materials, replace underlayme
	Root replacement - root deck	\$35,000	'	\$35,000		as may be needed. Install new roof.
						···- <b>,</b> ···
2			1			
	Roof replacements - remaining roof surfacs	\$350,000	1	\$350,000		Remove existing roof materials, replace underlayme
						as may be needed. Install new roof. Replace roof
						penetration collars, remove old / offline equipment.
			1			
1	Mellowaya	\$320,000	1	\$220.000		Demove fleer equations at wellowers on fleer 2.4
	Walkways	\$320,000	1	\$320,000		Remove floor coverings at walkways on floors 2-4. Prep surfaces. Add liquid applied traffic membrane
						\$6/sf. 5' wide walkways.
			1			
1			1			
		ŀ	1			
	SUBTOTAL				\$4,334,600	
4	Site Improvements	\$40F.000	4	<b>#405.000</b>	\$4,334,600	Danlage motel fearing at a still
1	Site Improvements Parking lot fencing	\$135,000 \$25,000	1 1	\$135,000 \$25,000	\$4,334,600	Replace metal fencing at parking areas
1	Site Improvements	\$135,000 \$25,000		\$135,000 \$25,000	\$4,334,600	Create new trash area at garage. Install enclosure
1	Site Improvements Parking lot fencing				\$4,334,600	Create new trash area at garage. Install enclosure
1	Site Improvements Parking lot fencing				\$4,334,600	Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters),
1 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping	\$25,000 \$25,000	1	\$25,000 \$25,000	\$4,334,600	Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.
1	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation	\$25,000	1	\$25,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents.  Remove landscaping and replace (in planters),
1 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping	\$25,000 \$25,000	1	\$25,000 \$25,000	\$4,334,600	Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.
1 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping  Irrigation SUBTOTAL	\$25,000 \$25,000	1	\$25,000 \$25,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing file.
1 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing	\$25,000 \$25,000 \$15,000	1 1	\$25,000 \$25,000 \$15,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fit suppression systems. May have to do some mods
1	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression	\$25,000 \$25,000 \$15,000 \$1,500	1 1 1 65	\$25,000 \$25,000 \$15,000 \$97,500		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fill suppression systems. May have to do some mods based on accessible alterations.
1 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing	\$25,000 \$25,000 \$15,000	1 1	\$25,000 \$25,000 \$15,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fit suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if
1 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression	\$25,000 \$25,000 \$15,000 \$1,500 \$900	1 1 1 65	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fis suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.
1 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common	\$25,000 \$25,000 \$15,000 \$1,500	1 1 65 65	\$25,000 \$25,000 \$15,000 \$97,500		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.
1 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000	1 1 1 1 65 65 65 65	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.
1 2 2 1 1 1	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common	\$25,000 \$25,000 \$15,000 \$1,500 \$900	1 1 65 65	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, and trash area is not easily accessed.
1 2 2 2 1 1 1 1	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000	1 1 1 1 65 65 65 65	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fit suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, in CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, a
1 2 2 2 1 1 1 1 1 1	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000	1 1 1 65 65 65 1 1	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, went throughout. New supply, waste and vent pipir
1 2 2 2 1 1 1 1	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000	1 1 1 1 65 65 65 65 1 1 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, and trash area is not easily accessed.
1 2 2 1 1 1 1 1 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000 \$125,000	1 1 1 1 65 65 65 65 1 1 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$125,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations. Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings. New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, vent throughout. New supply, waste and vent pipir New low flow toilets
1 1 1 1 2 2 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: lav and faucets Plumbing: angle stops at lav	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000 \$125,000 \$500 \$800 \$400	1 1 1 1 65 65 65 65 20 20 20 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$125,000 \$14,000 \$10,000 \$16,000 \$8,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, vent throughout. New supply, waste and vent pipin New low flow toilets  New aloy / vanity / faucets  Replace
1 1 1 1 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: lav and faucets Plumbing: angle stops at lav Plumbing: bath tubs	\$25,000 \$25,000 \$15,000 \$1,500 \$1,500 \$2,000 \$125,000 \$700 \$500 \$800 \$400 \$3,000	1 1 1 1 1 65 65 65 65 1 1 20 20 20 20 20 20 20 20 20 20 20 20 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$125,000 \$14,000 \$10,000 \$16,000 \$8,000 \$60,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating.  Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations.  Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings.  New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, vent throughout. New supply, waste and vent pipir New low flow toilets  New angles for toilets  New lav / vanity / faucets  Replace  New tub backer board, tubs.
1 1 1 1 2 2 2 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: lav and faucets Plumbing: angle stops at lav	\$25,000 \$25,000 \$15,000 \$1,500 \$900 \$2,000 \$125,000 \$500 \$800 \$400	1 1 1 1 65 65 65 65 20 20 20 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$125,000 \$14,000 \$10,000 \$16,000 \$8,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations. Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings. New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, vent throughout. New supply, waste and vent pipin New low flow toilets New angles for toilets New lav / vanity / faucets Replace New tub backer board, tubs. Remove existing shower valves and replace with
1 2 2 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: angle stops at lav Plumbing: bath tubs Plumbing: shower valves	\$25,000 \$25,000 \$15,000 \$1,500 \$2,000 \$125,000 \$500 \$800 \$400 \$3,000 \$900	1 1 1 1 65 65 65 65 65 20 20 20 20 60 60	\$25,000 \$25,000 \$15,000 \$97,500 \$130,000 \$125,000 \$14,000 \$10,000 \$16,000 \$8,000 \$54,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations. Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings. New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry. Remove old piping, pipe insulation, supply, waste, vent throughout. New supply, waste and vent pipin New low flow toilets New lav / vanity / faucets Replace New tub backer board, tubs. Remove existing shower valves and replace with mixing valves that have anti-scald devices.
1 2 2 1 1 1 1 2 2 2 2 2 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: lav and faucets Plumbing: angle stops at lav Plumbing: bath tubs	\$25,000 \$25,000 \$15,000 \$1,500 \$1,500 \$2,000 \$125,000 \$700 \$500 \$800 \$400 \$3,000	1 1 1 1 65 65 65 65 20 20 20 20 20 20 20 20 20 20 20 20 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$125,000 \$14,000 \$10,000 \$16,000 \$8,000 \$60,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations. Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings. New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, vent throughout. New supply, waste and vent pipin New low flow toilets New angles for toilets New lav / vanity / faucets Replace New tub backer board, tubs. Remove existing shower valves and replace with
1 2 2 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: angle stops at lav Plumbing: bath tubs Plumbing: shower valves  Plumbing: shower heads	\$25,000 \$25,000 \$15,000 \$1,500 \$2,000 \$2,000 \$125,000 \$500 \$800 \$400 \$3,000 \$900	1 1 1 1 65 65 65 65 20 20 20 20 20 20 20 20 20 20 20 20 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$125,000 \$10,000 \$10,000 \$10,000 \$40,000 \$54,000 \$2,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fi suppression systems. May have to do some mods based on accessible alterations. Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings. New hard wired, interconnected smoke detectors, r CO detectors - units, common, basement, laundry. Remove old piping, pipe insulation, supply, waste, went throughout. New supply, waste and vent pipir New low flow toilets New angles for toilets New angles for toilets New lav / vanity / faucets Replace New tub backer board, tubs. Remove existing shower valves and replace with mixing valves that have anti-scald devices. New shower heads New tub spouts, diverters
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1 2 2 2 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2	Site Improvements Parking lot fencing Trash enclosure  Landscaping Irrigation SUBTOTAL Mechanical/Electrical/Plumbing Fire Suppression  Fire alarm: units / common  CO Alarm/Smokes: units/common  Plumbing: piping: supply, waste and vent  Plumbing: toilets Plumbing: angle stops Plumbing: lav and faucets Plumbing: angle stops at lav Plumbing: shower valves  Plumbing: shower valves  Plumbing: shower heads Plumbing: tub spouts DHW boiler - use tankless system	\$25,000 \$25,000 \$15,000 \$1,500 \$1,500 \$2,000 \$125,000 \$500 \$800 \$400 \$3,000 \$900 \$100 \$70 \$45,000	1 1 1 1 1 1 65 65 65 65 65 20 20 20 20 20 20 20 20 20 20 20 20 20	\$25,000 \$25,000 \$15,000 \$97,500 \$58,500 \$130,000 \$14,000 \$10,000 \$16,000 \$8,000 \$54,000 \$2,000 \$1,400 \$90,000		Create new trash area at garage. Install enclosure Install near hose, or install new hose bibb. Current trash area is not easily accessed by residents. Remove landscaping and replace (in planters), add/replace outdoor seating. Add/update planter irrigation.  If upgrade per code is necessary, modify existing fis suppression systems. May have to do some mods based on accessible alterations. Alarm systems, enunciators, panel updgrades if needed for all motel units at all bildings. New hard wired, interconnected smoke detectors, n CO detectors - units, common, basement, laundry.  Remove old piping, pipe insulation, supply, waste, a vent throughout. New supply, waste and vent pipir New low flow toilets New angles for toilets New lav / vanity / faucets Replace New tub backer board, tubs. Remove existing shower valves and replace with mixing valves that have anti-scald devices. New shower heads New tub spouts, diverters Replace existing DHW system with tankless system.

## Oasis Hotel

900 Franklin Street San Francisco, CA 94109

NOTE: This Immediate Needs worksheet includes items and estimated costs for the recommended socpe of work. The estimates should not be relied upon for construction costs. They are estimates <a href="https://doi.org/10.10/">https://doi.org/10.10/</a>. The Owner or Sponsor should obtain detailed and competitive final bids for applicable rehabilitition or repair work, if necessary No destructive or invasive inspections were made. <a href="https://doi.org/10.10/">Contingency</a>, soft costs (allowances, general conditions, etc. and "Alternates") are not included. Numerous budget items for soft costs, such as scaffolding, permits, layouts/surveys, delivery and storage, etc. are also not shown. The rehabiliation costs provided for review are assumed to have prevailing wage rates factored into them.

Motel Units; Built: 1959		Unit Oc -t	QTY Total		ls Description	
Priority	Area/Item	Unit Cost	QIY	Total	IS	Description
1	HVAC for hotel rooms	\$7,500	60	\$450,000		Remove existing fan coil units and replace with eithe a) thru wall PTAC units, if space allows b) efficient hydronic heating units or other possible solutions. M require piping, venting alterations, electrical and new therms.
1	HVAC for MEP areas	\$8,000	3	\$24,000		Install AC/PTAC / Split systems for basements and utilities areas.
1	HVAC: common interior heating/cooling/venting	\$35,000	1	\$35,000		AC / Heat for lobby, office, lounge areas, telco room service room.
1	HVAC: Laundry air	\$12,500	1	\$12,500		Add new ventitlation at laundry room at north basement
1	CCTV	\$250,000	1	\$250,000		Install new security monitoring systems
1	Sump pumps	\$4,000	5	\$20,000		Replace at ground level and lower garage, if needs
1	Electrical for HVAC	\$40,000	1	\$40,000		If necessary
1	Electrical: building power wiring	\$300,000	1	\$300,000		If determined by MEP consultant: Upgrade service, needed, Replace main switchgear. Replace existing electrial wiring, panels, load centers, outlets (AFCI/GFCI as may be required)
1	Electrical/HVAC : bath fans	\$650	60	\$39,000		Install humidistat fans in bathrooms
1	Electrical : lighting - exterior	\$80,000	1	\$80,000		Hallway lighting, parking lighting, entry drive and buliding exteriors, trash area, and garage lighting.
1	Exterior building maintenance	\$22,000	1	\$22,000		Install EBM equipment at roof.
	SUBTOTAL				\$2,286,900	
	Apartment Units & Building Interiors					
	Allow for 20 units for renovation, as may be needed.					
2	Entry doors, frames, thresholds and hardware	\$1,750	20	\$35,000		Doors may be re-used, if compliant with building/fire codes, hotel locks may remain if doors remain. Rep door frames and replace door thresholds. If ADA compliance must be met on upper floor door thresholds, separate line for pricing.
2	Unit Demo	\$1,500	20	\$30,000		Does not include abatement. Demo of existing unit FFE and configuration (depening on possible future reconfig.)
2	Interior doors and frames	\$1,700	20	\$34,000		Replace at all Building B units.
2	Unit paint	\$750	20	\$15,000		Re: window repairs, and unit reno.
2	Flooring base	\$300	20	\$6,000		Flooring underlayment
2	Bathroom vanities and accessories	\$3,000	20	\$60,000		New vanities and bath accessories
1	Bathroom shower valves/tile	\$600	60	\$36,000		Repair/replace tile after shower valves are replaced
2	Flooring bathrooms	\$500	20	\$10,000		Sheet vinyl flooring
2	Flooring: carpet replace with resilient	\$2,000	20	\$40,000		Replace carpet flooring with resilient flooring such a $\ensuremath{LVP}$
2	Window coverings	\$650	20	\$13,000		Replace
2	Refrigerators	\$900	20	\$18,000		Room mini fridges
	SUBTOTAL				\$262,000	
	Common Areas	<b>#75.00</b> 0		<b>#75.00</b>		One-to-community little on the little of the
	Kitchen	\$75,000	1	\$75,000		Create community kitchen at ground level
	Finishes - paint, et al.	\$20,000	1	\$20,000		Paint common areas - ground floor restrooms, equipment rooms, multi purpose rooms.
	Signage	\$75,000	1	\$75,000		Restore building mounted sign
	Lobby, front desk	\$25,000	1	\$25,000		Reconfigure for residential use.
	SUBTOTAL TOTAL IMMEDIATE NEEDS			\$8,542,000	\$195,000	





Exhibit 12 Page 1 of 3

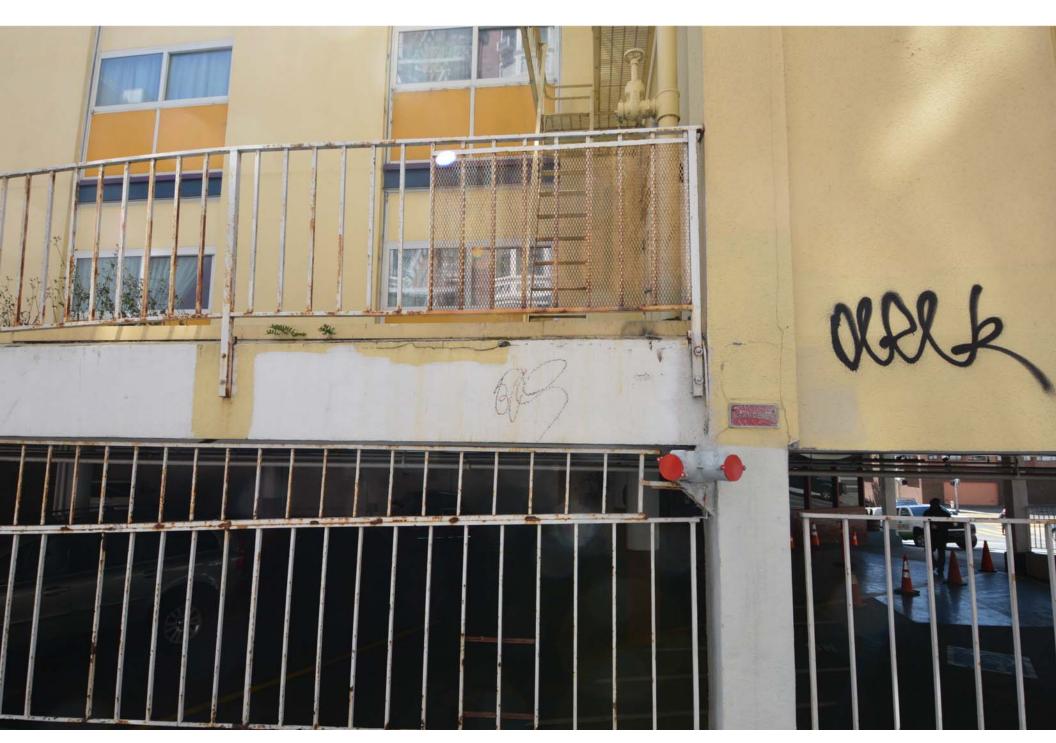


Exhibit 12 Page 2 of 3



Exhibit 12 Page 3 of 3

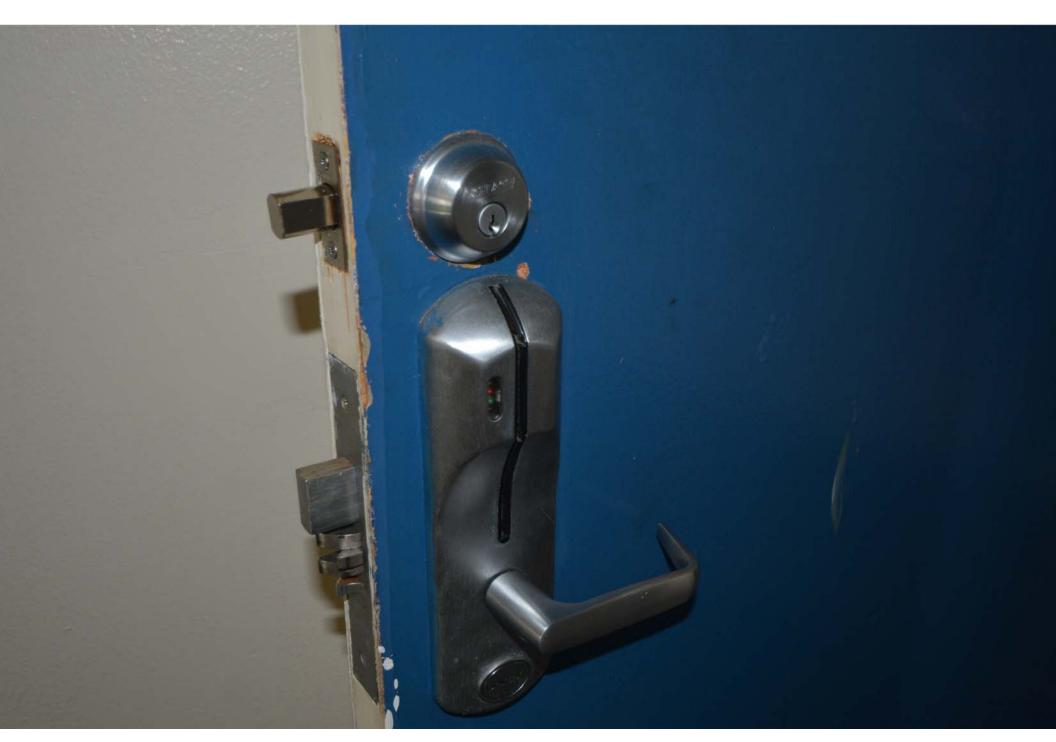


Exhibit 13 Page 1 of 2

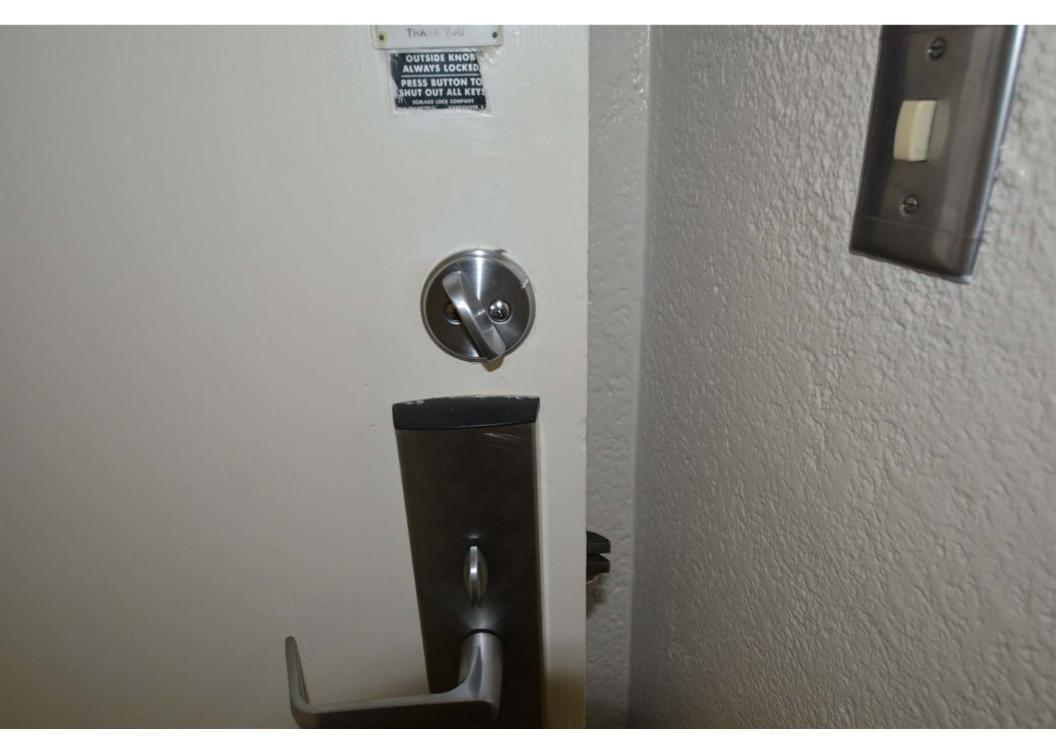


Exhibit 13 Page 2 of 2



### Shireen McSpadden, Executive Director



March 10, 2023

Patricia Doyle Providence Foundation of San Francisco 1218 Mendell St San Francisco, CA 94124

#### RE: NOTICE OF NON-COMPLIANCE and CORRECTIVE ACTION

Dear Ms. Doyle,

You are receiving this notice because the SAM.gov registration for Providence Foundation of San Francisco is still listed as inactive. As discussed in our conversations, HSH requires Grantees receiving federal funding to provide a valid UEI and maintain an *active* SAM.gov registration with current information.

As of March 9, 2023, Providence Foundation's SAM.gov registration is still listed as inactive. There have been multiple notifications of this issue, yet it remains unresolved:

December 1, 2022: Requested confirmation of UEI and valid registration.

February 2, 2023: Requested confirmation of UEI and valid registration during meeting between

HSH Contracts and Providence.

February 3, 2023: Requested confirmation of UEI and valid registration with a 2/15/23 due date.

March 2, 2023: Requested confirmation of UEI and valid registration during meeting between

HSH Contracts, HSH Programs and Providence, and promised by close of

business on March 8, 2023.

March 8, 2023: Requested confirmation of UEI and valid registration during meeting between

HSH Contracts, HSH Programs and Providence, and promised by close of

business on March 10, 2023.

Failure to immediately resolve this issue may limit Providence Foundation's access to federal funding, including Emergency Solutions Grant funding.

Feel free to contact me with any questions. For more information on registering your organization and obtaining a UEI, see <a href="https://sam.gov/content/home">https://sam.gov/content/home</a>.

Thank you, Maryam Bhimji

San Francisco, CA 94102

Cc: LaShenna Sirles, HSH Program Manager
Lisa Rachowicz, HSH Manager of Navigation Centers and Shelter Programs
Dee Rosado-Chan, HSH Deputy Director for Programs
Victoria Wong, HSH Programs Compliance Specialist
Gigi Whitley, HSH Deputy Director for Administration and Finance
440 Turk Street

628.652.7700 hsh.sfgov.org



Shireen McSpadden, Executive Director



Edilyn Velasquez, HSH Contracts Director Rachael McNamara, HSH Contracts Kenisha Roach, Providence Foundation Bernadette Anthony, Providence Foundation

440 Turk Street San Francisco, CA 94102 628.652.7700 hsh.sfgov.org



# December 6, 2023

To: James Blanding, President and Patricia Nelson Doyle, Executive Director

**Providence Foundation of San Francisco** 

RE: Providence Foundation of San Francisco New Corrective Action Letter

In light of the various personnel complaints submitted by Providence Foundation of San Francisco employees directly to the Department of Homelessness and Supportive Housing (HSH) and through other mechanisms provided by the City and County of San Francisco, HSH is issuing a new corrective action letter. Notably, these allegations are separate from the active concerns outlined in the Corrective Action letter dated May 24, 2023 and Corrective Action Follow-up letter on October 10, 2023.

The allegations outlined below require immediate attention and a written response by December 15, 2023.

# **Personnel Complaints:**

**Background:** HSH has received complaints from Providence staff about personnel mismanagement, personnel oversight, and inappropriate hiring practices. HSH also been notified that several personnel concerns were reported to the City's Office of Labor Standards Enforcement, which they are currently investigating.

### **Complaints include:**

## Alleged Wage Theft.

- Nonpayment of Holiday Pay and Inaccurate Wage Disbursement. Providence Foundation staff allege that they have been deprived of holiday pay and accurate wage disbursement for time worked.
- Inadequate compensation for forgone breaks. Providence Foundation staff allege that they have been compelled to forgo required breaks due to inadequate staffing levels.

# • Inadequate Staffing Levels.

- Providence Foundation staff allege that the agency has declined to expand its workforce despite availability of funding for additional positions. According to the complaint, lack of minimum staffing has increased stress and workload on existing employees.
- Case management staffing at the Oasis Family Shelter has been below the budgeted FTEs for several months and is below the HSH ratio of 1:15 for family shelters.
- Alleged Nepotism in Hiring Practices.

- Providence staff allege that the agency uses preferential hiring practices.
   Specifically, there are concerns about hiring family members and friends into staff positions and giving them preferential treatment.
- Any employee hired at the programs should have proper credentials and/or experience for their positions. In addition, HSH's standard grant agreement G-100, Section 8.4(b) states: "Not more than one member of an immediate family serves or will serve as an officer, director or employee of the Grantee, without the prior written consent of City."

# • Alleged Deficiencies at the Oasis Family Shelter program.

- Failure to follow internal complaint procedures. HSH has received reports that Providence Foundation does not follow an internal complaint procedure when responding to client complaints about staff treatment and/or conditions at the programs. HSH requires that all shelter programs have an established internal complaint procedure which is posted and communicated to shelter guests.
- Failure to follow Shelter Grievance Ordinance procedures. HSH has received reports from guests that staff have utilized outdated Denial of Service (DOS) paperwork, leading to misinformation being provided to the shelter guests when trying to access client advocacy services. Oasis staff have written DOS rule violations about behaviors that do not align with the Oasis rules.
- O Video and audio recording of guests and staff in private offices. Staff at the Oasis have alleged that Providence Foundation Director of Operations Kenisha Roach has been utilizing video and audio recordings of staff during confidential client conversations. Any recording of guests during confidential meetings require permission by the guest and should follow all applicable privacy laws. HSH asked Providence Foundation to remove the video and audio recording equipment in case management or other private offices where staff meet with shelter guests for confidential conversations (case management meetings, intakes, etc.) and was informed that the equipment had been removed. However, HSH has received subsequent reports that the equipment is still present and being used in the offices.

### Corrective Action required by December 15, 2023:

- Initiate an independent investigation of the above personnel complaints completed by an outside Human Resources firm or related firm. Take any immediate action, including placing responsible staff on administrative leave, during the investigation.
- Provide HSH a hiring plan on how Providence will fill vacant positions, including case management positions at Oasis Family Shelter. This plan should include steps Providence has/will take, timeline for each step, and benchmarks on progress for getting staff positions filled.
- Provide HSH with the agency's policies and procedures that pertain to hiring family members at the agency by December 15, 2023. Providence should ensure that each employee has proper credentials/experience. Providence should provide HSH a list of all officers, directors, and employees who are immediate family members at the program in accordance with the grant agreement, by December 15, 2023



- Cooperate fully with any investigation by the City including the Office of Labor Standards Enforcement (OLSE).
- Provide HSH with a copy of Providence's internal client complaint procedure. This
  procedure should include protocol for the shelter guest to escalate their complaint
  within the agency, and lastly to HSH, if they are not satisfied with the response. Provide
  evidence that staff are informing guests during intake of this complaint procedure and
  that the procedure is posted in a visible area at the program.
- Provide evidence that Oasis Family Shelter program is using the most updated DOS forms. Provide HSH with plans for how the program will provide additional oversight of DOS forms to ensure the correct form is being used and the behaviors described in rule violation paperwork aligns with the program rules.
- Initiate an investigation of the complaint that there was/is video and audio recording equipment being used in private offices and provide a response to HSH on the investigation findings. Remove any video and/or audio recording equipment from private offices immediately, if any are still present.
- Assist HSH staff in scheduling a listening session in the next 30 days with shelter guests at Oasis to hear concerns.

# **Corrective Action required by:**

### January 15, 2023:

• Submit the independent investigation findings and a clear HR action plan for resolving the findings.

### January 31, 2023:

• Meet with HSH to determine the feasible timeline to resolve findings, if any, from the independent investigation

HSH requests that Providence Foundation respond to the concerns listed in this letter by Friday, **December 15, 2023**. For the personnel concerns requiring independent investigation, the investigation findings and HR action plan should be submitted to HSH by **January 15, 2023**. A meeting with HSH about the findings and resolution timeline should occur by **January 31, 2023**.

Failure to complete the corrective action steps within the timeframe(s) outlined will lead to further corrective action administered by HSH up to and including termination of one or more agreements with HSH.

Please contact me via email, at <u>lisa.rachowicz@sfgov.org</u>, for any additional questions or concerns.

Sincerely,

# Lisa Rachowicz

Lisa Rachowicz, HSH Manager of Navigation Center and Shelter Programs



Cc: Shireen McSpadden, HSH Executive Director Marion Sanders, HSH Chief Deputy Director

Gigi Whitley, HSH

Dee Rosado-Chan, HSH

Mecca Cannariato, HSH

Heather Venisse, HSH

Louis Bracco, HSH

La'Shenna Sirles, HSH

Patrick Buckalew, HSH

Cathy Perdue, HSH

Cricket Miller, HSH

Ali Schlageter, HSH

Edilyn Velasquez, HSH

Monique Colón, HSH

Rachael McNamara, HSH

Bernadetta Anthony, Providence Foundation

Kenisha Roach, Providence Foundation

Laurietta Oliver, Providence Foundation

Charles Oliver, Providence Foundation



# **PROVIDENCE FOUNDATION STAFF**

# **FAMILY MEMBERS**

# NAME RELATIONSHIP DEPARTMENT

La' Trenda Smith		Program Assistant
Monica Henderson	Sister	Director of Housing
Bernedetta Anthony		Vice President (Providence)
Scotty Manley	Son	Site Manager (CWFNC)
Patricia Doyle		Executive Director
Brittney Doyle	Daughter	General Contractor
Joshua Jetton	_	Assistant Site Manager
Jeremy Jetton	Son	(Baldwin) Service Coordinator (Terminated)
Quincy Jetton	Father	Ambassador
Iyonna Bounds	Ciatan	Manager (Oasis) (Terminated)
Le Deonte Taylor	Sister	Case Manager (Bayview Flex)
Monica Ovideo-Martinez	Related through Children	Case Manager (Oasis)
Lamar Simpson		Supervisor (CWFNC)
Alonzo Simpson	Cousin	Ambassador

Tavarse Speed	Brothers	Ambassador	
Travion Speed	Brothers	Service Coordinator (Terminated)	

London Breed, Mayor

### Shireen McSpadden, Executive Director

May 24, 2023

James Blanding, Board President
Patricia Doyle, Executive Director
Providence Foundation of San Francisco
1218 Mendell St.
San Francisco, CA 94124

### **Re: Fiscal and Programmatic Corrective Action Notice**

Dear Mr. Blanding and Ms. Doyle,

The City and County of San Francisco, through the Department of Homelessness and Supportive Housing ("HSH"), has entered into several grant agreements with the Providence Foundation of San Francisco to provide services to people experiencing homelessness ("Agreements"), including the following:

- Bayview FHSP (F\$P: 1000025958)
- Central Waterfront Navigation Center (F\$P: 1000022603)
- Emergency Housing Vouchers (F\$P: 1000024636)
- ESG Shelter Services (F\$P: 1000017669)
- Oasis Hotel (F\$P: 1000020746)
- Shelter Storage (F\$P: 1000021472)
- Supportive Housing at Armstrong Place (F\$P: 1000017688)

To practice good stewardship of public funds and to ensure that programs provide services that align with their budget and scope of work, HSH performs ongoing fiscal and program oversight through review of invoices and reports, annual fiscal and programmatic monitoring, and meetings with providers. We have found several issues that require follow-up. This letter serves as formal notice of these issues and required corrective actions, detailed below.

#### 1. Not maintaining compliance with federal and state contracting requirements.

As previously communicated to Providence leadership by HSH, Providence has not maintained compliance with federal and state contracting requirements.

SAM registration: On May 18, 2023, HSH sent a notification of funding suspension of
Providence's Emergency Solutions Grant (ESG) agreement due to noncompliance with federal
funding requirements to maintain an active registration in the federal System for Award
Management (SAM) database and obtain a Unique Entity Identifier (UEI). HSH's understanding is
that Providence has not had an active registration since 2017, and has not yet resolved its
registry status.

In order to ensure that ESG subrecipients are compliant with federal requirements, **HSH intends** to end the ESG Shelter Services agreement with Providence Foundation. HSH will follow up with more information about this process.

OAG status: On April 26, 2023, HSH notified Providence of its delinquency status on the
California Office of Attorney General (OAG) Registry of Charitable Trusts. It is the City's policy
that nonprofits contracting with the City must have a "Current" or "Probationary" status by June
30, 2023 in order to continue entering into new or amending existing agreements. On May 19,
2023, Providence provided HSH with confirmation that it had rectified its delinquent status with
the OAG, so this issue has since been resolved.

These violate the following agreement requirements:

**Agreement Section 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.

**Agreement Section 16.21, Compliance with Other Laws.** Without limiting the scope of any of the 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.

Moving forward, the City expects that Providence Foundation will take the following corrective action steps:

 Maintain "Current" or "Probationary" status in the State OAG database as a condition of receiving City funds.

### 2. Requesting reimbursement for incurred costs beyond those authorized by HSH.

Providence Foundation has repeatedly overspent and requested reimbursement for costs exceeding its approved fiscal year (FY) 2022-23 agreement budgets, despite multiple conversations with HSH staff about high spending rates across programs and agreement terms that require Providence to remain within budgeted levels.

- The **Oasis Hotel** budget included \$190,000 in Safety and De-escalation (security) costs. As of March, Providence had charged \$323,417 in security costs, an overrun of \$133,417 (with additional costs still outstanding). This excess security spending along with overstaffing in multiple personnel lines contributed to the overall high spending on this agreement. HSH estimates that the FY22-23 budget may face a gap as high as \$937,919 by June 30<sup>th</sup>.
- The **Central Waterfront Navigation Center** budget was overspent as of March, with 81% of the annual amount spent. A significant portion of this high spending rate was also security costs, which were originally budgeted at \$125,000, but which Providence increased to \$342,000. The overstaffed monitors on site also contributed to the overspending. This agreement is projected to overspend the budget by \$200,000 this fiscal year.
- As of its January invoice, the Emergency Housing Voucher (EHV) agreement had spent 109% of
  its personnel budget, due to significant overstaffing in four of the five budgeted positions, which
  is of concern given that direct assistance funds were only 39% spent. This suggests a potential
  misalignment between billed staff time and clients served.



• Finally, the **Shelter Storage** budget was also 89% spent as of the March invoice, in large part due to Providence overstaffing the Storage Clerk positions beyond what was authorized in the approved agreement budget. This agreement is estimated to be \$15,000 overspent.

These incidents violate the following agreement requirements:

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

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

Moving forward, the City expects that Providence Foundation will take the following corrective action steps:

- Only schedule the budgeted full time equivalent (FTE) staff and security at all programs,
- Regularly and proactively monitor spending against budget, to observe and address variances before they lead to overspending,
- Advise HSH promptly if there are concerns about not being able to staff at the current approved FTE levels, and
- Seek written prior approval before incurring costs beyond what is budgeted.

### 3. Billing staff time to program(s) other than those they are assigned to work.

HSH has noted a pattern of staff being billed to programs other than those indicated on their payroll, including invoices that submit salary reimbursement requests for time worked in previous months.

### For example:

- The invoice submitted in March for **Central Waterfront Navigation Center** listed an employee at the Shelter Storage program. After multiple inquiries, Providence did not directly address the question of why the original billing differed from the payroll record.
- In the initial February and March invoice submissions for the Emergency Housing Voucher (EHV) agreement, Providence did not include any staff salary, though it did bill operating and direct assistance costs (indicating that program activity was occurring during those months). In the March invoice for the Bayview FHSP program, Providence included the February and March salaries for two employees whose payroll (and previous communication from Providence) listed them as working on EHV. HSH emailed Providence on May 5, 2023 asking for the staff to be charged to the correct program(s). This request is still outstanding as of this letter.

Invoices must include only actual costs incurred for that respective budget. Payroll costs must be documented with timesheets, time studies, or other time tracking tools, and must accurately reflect time worked on the assigned program(s).

These incidents violate the following agreement requirements:



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

Moving forward, the City expects that Providence Foundation will take the following corrective action steps:

- Only invoice staff time to the budget where those staff are approved to work and actually worked, as documented by timesheets or other time records, and
- Invoice staff time for the month incurred, rather than holding time back to invoice in later months.
- 4. Not responding to HSH requests in a timely manner, and not attending scheduled meetings on time.

Providence Foundation has repeatedly not responded to HSH requests for information in the timeline requested.

- **FY22-23 Budget Enhancements** As of this date, the additional funding for the EHV budget has not been allocated, and we are missing supporting documentation for the Armstrong Place allocation, despite regular requests and follow-ups from both the assigned HSH Program Managers and the HSH Contract Analysts. These were due in November 2022.
- Fiscal Monitoring On March 13, 2023, HSH notified Providence Foundation that they would be receiving an Expanded Fiscal Monitoring for FY22-23, and requested that Providence send the required documents by April 13<sup>th</sup>. Providence missed the first deadline and provided incomplete documentation. After several follow-ups from HSH, the remaining documents were sent on May 17, 2023, a month later than the requested timeline. Additionally, for its FY21-22 monitoring last year, Providence also submitted multiple documents late, and received several "Not Yet in Conformance" findings in the Final Status Letter of August 24, 2022, after it did not respond to the preliminary findings report.
- **Provider subcontracts** after multiple emails, Providence has not provided copies of its subcontract with Jones Protective Services at the Oasis and proof of cancellation, or of its subcontract with Sankofa Holistic Counseling Services under Armstrong Place.
- Meeting tardiness Providence staff are frequently late to pre-scheduled meetings with HSH Program Managers. This occurs multiple times each month, making meetings less productive for all participants.

Lack of timely response to HSH requests impedes HSH's ability to understand program challenges and needs, and to make important agreement updates. The Armstrong and EHV agreements are currently scheduled to end on June 30, 2023, and their extensions are potentially delayed because HSH has not received updated budgets from Providence. This will impact HSH's ability to set-up FY 23-24 budgets in CARBON which will delay Providence's invoicing starting next FY.

These incidents violate the following agreement requirements:

**Agreement, Section 4.1, Implementation of Grant Plan; Cooperation with Monitoring**. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this



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

Moving forward, the City expects that Providence Foundation will take the following corrective action steps:

- Respond promptly to HSH requests (by the established timeline whenever indicated), and communicate regularly with HSH if there are questions or concerns preventing prompt response, and
- Attend scheduled meetings with HSH at the designated times and communicate absences or tardiness prior to the start of meetings.

HSH requests that Providence Foundation respond in writing within ten business days, by Thursday, June 8, 2023, with its plan for addressing the corrective actions listed above. In the meantime, HSH will be reaching out to schedule a meeting with you to review this letter, answer any questions you may have and discuss next steps. The department is eager to understand what support Providence needs to come into compliance with the items listed above and to partner with you to make sure you receive that support.

Should your agency have any questions regarding how to comply with fiscal agreement requirements, such as invoicing requirements, please contact your assigned Contract Analyst. For Program specific questions, such as staffing and operations, please contact your assigned Program Manager.

Sincerely,

DocuSigned by:

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EQIIYN VEIASQUEZ

**HSH Contracts Director** 

Dee Rosado-Chan

DocuSigned by:

DEE KOSAUO-CIIAII

**HSH Deputy Director for Programs** 

Cc: Noelle Simmons, HSH

Gigi Whitley, HSH

Mecca Cannariato, HSH

Lisa Rachowicz, HSH

Louis Bracco, HSH

Cricket Miller, HSH

Ali Schlageter, HSH

Monique Colón, HSH

Rachael McNamara, HSH

Bernadetta Anthony, Providence Foundation

Kenisha Roach, Providence Foundation

Laurietta Oliver, Providence Foundation

Charles Oliver, Providence Foundation



# EXHIBIT 18



# Shireen McSpadden, Executive Director



November 3, 2023

Patricia Doyle, Executive Director Providence Foundation of San Francisco 4601 Third Street San Francisco, CA 94124

Re: Notice of cost not approved for reimbursement

Dear Ms. Doyle,

This letter relates to the Client Engagement Manager position in Providence Foundation's Central Waterfront Navigation Center (F\$P# 1000022603) budget.

This position was added to the budget in a revision submitted by Providence Foundation on October 18, 2023 and approved by the Department of Homelessness and Supportive Housing (HSH) on October 23, 2023. Providence requested in an email of October 24<sup>th</sup> to bill the Client Engagement Manager position retroactively to July 1, 2023. HSH is not approving this request.

Rationale: The Corrective Action Letter that HSH sent to Providence on May 24, 2023 addressed instances where Providence had sought reimbursement for costs not approved by HSH. The letter stated that HSH expected Providence to "seek written prior approval before incurring costs beyond what is budgeted." In this case, no such prior approval was given by HSH. Providence had informed HSH staff in September that they had hired a Client Engagement Manager, and HSH staff had advised Providence that they should not be incurring costs for positions that were not yet in the budget approved by HSH.

In the Corrective Action Follow-Up sent to Providence on October 10, 2023, HSH reiterated the specific concern with Providence hiring a Client Engagement Manager before the position was approved in the budget. The letter stated that "Providence must not hire staff for positions that are not yet approved by HSH. HSH will not reimburse Providence for costs not specified and approved in the grant budget."

Per this previous correspondence, HSH will not reimburse for costs related to the Client Engagement Manager position at Central Waterfront Navigation Center before the budget approval date of October 23, 2023. Providence may submit costs for the position incurred after October 23.

Please do not hesitate to reach out with any questions or concerns.

Sincerely,

Katie Derrig, HSH

# Providence Foundation: Notice of cost not approved for reimbursement

Cc: Patrick Buckalew, HSH
Rachael McNamara, HSH
Monique Colon, HSH
Edilyn Velasquez, HSH
Bernadetta Anthony, Providence Foundation
Kenisha Roach, Providence Foundation
Laurietta Oliver, Providence Foundation
Charles Oliver, Providence Foundation



# EXHIBIT 19



Shireen McSpadden, Executive Director



October 10, 2023

James Blanding, Board President
Patricia Doyle, Executive Director
Providence Foundation of San Francisco
4601 Third Street
San Francisco, CA 94124

Re: Fiscal and Programmatic Corrective Action Follow-up

Dear Mr, Blanding and Ms. Doyle,

Thank you and the Providence Foundation of San Francisco team for your timely response to the Department of Homelessness and Supportive Housing (HSH)'s Fiscal and Programmatic Corrective Action letter of May 24, 2023. HSH has reviewed your response sent June 8, 2023, as well as Providence's actions in the interim to respond to specific requests indicated in the letter.

While Providence has addressed many of the original corrective actions from the May 24 letter, there are concerns that are still unresolved. These concerns include the findings identified in Providence's FY22-23 Fiscal Monitoring final status letter sent on August 30, 2023, along with other areas where corrective actions have not been fully implemented.

Below, we provide an update on each area of concern listed in the original letter, and note additional actions needed for Providence to reach and/or maintain compliance with its HSH grant agreements.

#### 1. Not maintaining compliance with federal and state contracting requirements.

Background: As stated in our corrective action letter, Providence's registration had lapsed in both the federal System for Award Management (SAM) and the California Office of the Attorney General (OAG) Charity Registry, violating agreement requirements. As a result of the extended lapse in Providence's SAM registration dating to at least 2017, HSH terminated its Emergency Solutions Grant (ESG) agreement with Providence as of May 24, 2023.

**Corrective Action Taken/Planned**: Providence has come back into compliance and has an active registration with both SAM and OAG as of this letter.

**Action Required**: Providence must maintain an active and current status, in both SAM and OAG respectively, throughout the duration of its agreements with HSH in order to remain eligible for City funding.

440 Turk Street San Francisco, CA 94102 628.652.7700 hsh.sfgov.org

# 2. Requesting reimbursement for incurred costs beyond those authorized by HSH.

Background: As of our letter on May 24, Providence was projected to overspend on multiple FY22-23 agreement budgets, including the Oasis Family Shelter, Central Waterfront Navigation Center, Emergency Housing Voucher, and Shelter Storage. This overspending was due in large part to excess spending on security and personnel, above the budgeted amounts approved by HSH. While HSH approved a total of \$688,109 in one-time funds to help offset gaps in the Oasis and Central Waterfront budgets in FY22-23, relying on extra (non-budgeted) funding is not a sustainable solution for HSH or Providence.

Corrective Action Taken/Planned: Providence ended its use of third-party security services and committed to providing safety and de-escalation services in-house and within its current approved budgets. In its response to the corrective action letter, it also stated that its finance team, staff, and Board would meet monthly to compare spending to budget and make adjustments as needed.

#### **Unresolved Concerns:**

- Missing documentation for HSH invoices: As stated in the FY22-23 Fiscal Monitoring letter, Providence lacked receipts for expenses invoiced to HSH. The monitoring included a request for all invoicing documentation from July 2022 and August 2022. Providence was not able to provide requested receipts for operating costs across agreements and could not provide a thorough explanation for why the receipts could not be found, or how documentation would be retained in the future.
- Hiring staff for positions not yet approved in the budget: HSH staff have given
  Providence several reminders not to hire personnel for new positions before those
  positions are approved by HSH. However, Providence stated in early September that it
  had payroll to charge under a potential new Client Engagement Manager position in the
  Central Waterfront Navigation Center budget. Providence had proposed creating this
  position at Central Waterfront but had not yet submitted a revised budget for HSH
  approval at that time, and should not have been accruing costs for an unapproved
  position.

Action Required: HSH expects that Providence shall continue to monitor its spending against budget and not spend more than approved amounts. Effective immediately, Providence must also retain all backup documentation for invoiced costs, including receipts, and be able to provide them to HSH when requested. Finally, Providence must not hire staff for positions that are not yet approved by HSH. HSH will not reimburse Providence for costs not specified and approved in the grant budget.

# 3. Billing staff time to program(s) other than those they are assigned to work.

**Background**: As stated in the corrective action letter, there were instances where staff appeared via payroll records to have worked at one program but been billed to another.



**Corrective Action Taken/Planned**: Providence corrected the issues identified in the FY22-23 invoices and reported that it would work to ensure that staff were billed to the correct program.

During the FY22-23 fiscal monitoring, Providence was not able to provide all the requested timesheets for the invoices under review. To address this finding, Providence reported that they have switched to an electronic timekeeping system as of July 1, 2023, that will replace previous paper timesheets.

Action Required: HSH expects that Providence shall continue to bill staff only to the programs where they work and shall be able to provide timekeeping backup upon request (including during the next fiscal monitoring cycle) in order to receive reimbursement from HSH.

4. Not responding to HSH requests in a timely manner, and not attending scheduled meetings on time.

**Background:** As stated in our letter of May 24, there was a pattern of Providence Foundation not responding to HSH requests by the deadline. These included late allocations of FY22-23 budget enhancements; missing fiscal monitoring documents and subcontracts; and being late to pre-scheduled meetings with HSH.

Corrective Action Taken/Planned: Providence has since submitted many of the documents requested in the May 24, 2023 letter, including its budget enhancement allocations and several subcontracts. In its response letter of June 8, it also stated that it would return requested documents on time and ensure that leadership were present at future meetings with HSH.

**Unresolved Concerns**: In the last few months, there have been ongoing issues with Providence's responsiveness to HSH requests. For example,

- Non-responsiveness to some monitoring requests: For the FY22-23 fiscal monitoring,
  Providence received seven findings of "Not Yet in Conformance." Several of these
  findings had to do with missing documents (such as the missing receipts listed in #2
  above) or non-responsiveness to issues raised in the initial monitoring report, such as
  the lack of a fundraising/revenue diversification plan. These items were not provided
  after either the first monitoring notification, or the initial findings report.
- Lack of participation in technical assistance: To help Providence strengthen its financial policies and oversight systems, HSH referred Providence to the Office of Controller's Financial Management Coaching program. The Controller's Office facilitated an initial meeting with Providence, HSH, and a consultant on July 7, 2023, to discuss what technical assistance the consultant would provide. HSH subsequently learned that the consultant sent Providence a draft action plan for review and feedback on July 14, but did not receive any input for more than a month. When a meeting with Providence was set up for September 7, only a contract accountant from Providence attended, rather than its leadership. HSH understands that a meeting with Providence leadership and the



- consultant took place on October 2, and that ongoing meetings have now been scheduled.
- Meeting tardiness: In addition to missing meetings with the consultant, Providence has
  also continued to be late or miss meeting with HSH staff without prior notice or a
  request to reschedule.
- Not responding to other requests: Finally, Providence continues to be late to provide requested documents, including the meal subcontract at the Oasis (since provided, but without key information addressing agreement requirements); a budget revision for Central Waterfront Navigation Center; and responses to questions from HSH about program procedures and invoicing that are asked multiple times without a response.

Action Required: HSH expects that Providence will respond to HSH requests for information no later than the due date indicated and attend pre-scheduled meetings on time. We also want to emphasize the importance of having Providence leadership's participation in financial management coaching through the Office of the Controller, in order to be able to incorporate the results into organizational practices, and to ensure requested information is provided timely in order for the technical assistance to be completed as scheduled and as planned.

# 5. Low Occupancy at Oasis Family Shelter.

**Background:** The Oasis Family Shelter program re-opened for services in April 2023. Since then, Providence has been working to intake new guests. However, after many months, the site is still experiencing occupancy rates lower than 90%. For example, the occupancy rate is 76% currently, 73% in September, 71% in August, and 41% in July.

Corrective Action Taken/Planned: HSH and Providence leadership began meeting every other week beginning September 2023 to review occupancy issues and progress. Providence missed the first meeting without notice to HSH, but they have attended the 2 meetings since. Providence is asked to provide a weekly report via email to HSH outlining data on unit vacancies, including reasons for each unit vacancy and timeframe for the unit to return online.

**Action Required:** HSH is expecting Providence to reach a program occupancy over 85% within the next 30 days and an ongoing capacity of over 90% in the following months. Providence must continue to submit the weekly occupancy report to HSH outlining data on unit vacancies, including reasons for each unit vacancy and timeframe for the unit to return online. Providence leadership must continue to attend the biweekly occupancy meetings with HSH until occupancy expectations have been reached.

HSH requests that Providence respond to the unresolved concerns listed in this letter within ten business days, by **October 24, 2023**. If there are any questions, please contact us.



Sincerely,

Edilyn Velasquez,
HSH Contracts Director



**HSH Deputy Director for Programs** 

Cc: Shireen McSpadden, HSH Executive Director Gigi Whitley, HSH
Marion Sanders, HSH
Mecca Cannariato, HSH
Lisa Rachowicz, HSH
Louis Bracco, HSH
La'Shenna Sirles, HSH
Patrick Buckalew, HSH
Cricket Miller, HSH
Ali Schlageter, HSH
Monique Colón, HSH
Rachael McNamara, HSH
Bernadetta Anthony, Providence Foundation
Kenisha Roach, Providence Foundation

Charles Oliver, Providence Foundation



# EXHIBIT 20

# **CHAPTER 28:**

# ADMINISTRATIVE DEBARMENT PROCEDURE

Sec. 28.0.	Findings.
Sec. 28.1.	Definitions.
Sec. 28.2.	Debarment and Suspension Authority.
Sec. 28.3.	Grounds for Debarment and Suspension.
Sec. 28.4.	Initiating Debarment Proceedings; Counts and Allegations.
Sec. 28.5.	Service of the Counts and Allegations or Suspension Order.
Sec. 28.6.	Request for a Hearing.
Sec. 28.7.	Failure to Request a Hearing or to Appear.
Sec. 28.8.	Appointment of the Hearing Officer.
Sec. 28.9.	Pre-Hearing Procedure.
Sec. 28.10.	Hearings and Determinations.
Sec. 28.11.	Term and Effect of Administrative Debarment or Order of Suspension; Violation of Order
Sec. 28.12.	Publication and Reports of Debarment or Suspension.

#### SEC. 28.0. FINDINGS.

- (a) The Board of Supervisors finds that: (1) contracting with the City is an important municipal affair, and that the award of contracts to Contractors who fail to deal with the City in good faith compromises the integrity of the contracting process and results in the improper expenditure of public funds, and (2) the public contracting process is for the benefit of the public, not Contractors, and it serves the public interest to empower the City to Debar or Suspend a Contractor that has engaged in conduct that undermines the integrity of the public contracting process.
- (b) The Board of Supervisors recognizes that the City must afford Contractors due process in any determination that precludes any individual or business entity from participating in the contracting process. This Chapter 28 does not apply to a determination of nonresponsibility for a single contract or identifiable group of contracts, but rather to the broader determination of irresponsibility of a Contractor for the general purpose of contracting with the City for a specified period. The Board of Supervisors therefore adopts this Chapter to prescribe standard procedures for the prosecution, determination, and implementation of administrative Debarments and Suspensions.
- (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

#### SEC. 28.1. DEFINITIONS.

The following definitions apply for only the purposes of this Chapter 28:

Affiliate. Any individual person or business entity related to a Contractor where such individual or business entity, directly or indirectly, controls or has the power to control the other, or where a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees or a business entity organized following the Suspension, Debarment, bankruptcy, dissolution or reorganization of a person which has the same or similar management; and/or ownership or principal employee as the Contractor

**Charging Official.** Any City department head or the President of any board or commission authorized to award or execute a contract under the Charter or the Administrative Code, the Mayor, the Controller, the City Administrator, the Director of Administrative Services, or the City Attorney. All Charging Officials are authorized to act on behalf of the City in prosecuting any administrative Debarment proceeding and in issuing an Order of Debarment or issuing an Order of Suspension under this Chapter 28.

City. The City and County of San Francisco.

Contractor. Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term "Contractor" shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant.

Day. A calendar day unless otherwise specified.

**Debarment.** The administrative determination against a Contractor declaring such Contractor irresponsible and disqualified from participating in the procurement process for contracts, or from entering into contracts, directly or indirectly, with or applying for or

receiving grants or other benefits from the City for a period specified in the Debarment order.

**Suspension.** Ineligibility of a Contractor that is the subject of an arrest, indictment, or other criminal or civil charge by a governmental entity (federal, state or local), as specified in greater detail in Section 28.3(b) from participating in the procurement process for contracts or from entering into contracts directly or indirectly with, or applying for or receiving grants from, the City.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

#### SEC. 28.2. DEBARMENT AND SUSPENSION AUTHORITY.

Notwithstanding any other provision of the Administrative Code, any Charging Official shall have authority to issue Orders of Debarment or Suspension against any Contractor in accordance with the procedures set forth in this Chapter 28.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

#### SEC. 28.3. GROUNDS FOR DEBARMENT AND SUSPENSION.

- (a) **Debarment.** A Charging Official shall issue an Order of Debarment for any Contractor who the hearing officer, based on evidence presented, finds to have engaged in any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract, or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications, or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts or grants, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's violation of any civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) an order, decision, verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's intentional or willful violation of any civil or criminal law or regulation governing wages or unfair labor practices, including, but not limited to, violations under California Labor Code sections 98.1, 1771.1 and 1775, San Francisco Administrative Code Chapters 12P, 12R.4, 12W and 14, and 29 U.S.C. § 158(a); (8) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (9) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.
- (b) **Suspension.** Any Charging Official may issue an Order of Suspension to a Contractor on the basis that the Contractor has been arrested or indicted, or become the subject of a criminal, civil or administrative complaint issued by a government entity, where the arrest or indictment, criminal, civil, or administrative complaint alleges that the Contractor has violated a civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord.  $\underline{239-20}$ , File No. 200896, App. 11/25/2020, Eff. 12/26/2020; Ord.  $\underline{217-23}$ , File No. 230705, App.  $\underline{11/3/2023}$ , Eff. 12/4/2023)

#### SEC. 28.4. INITIATING DEBARMENT PROCEEDINGS; COUNTS AND ALLEGATIONS.

- (a) Any Charging Official may initiate an administrative Debarment proceeding by issuing Counts and Allegations. A Charging Official may issue Counts and Allegations against any Contractor relating to any matter consistent with the grounds for debarment as stated in Section 28.3(a). A Charging Official may issue Counts and Allegations regardless whether such Charging Official awarded, was responsible for, or was involved in any way with the underlying contract or circumstances leading to the Counts and Allegations.
- (b) The Charging Official shall append to the Counts and Allegations a photocopy of this Chapter 28 of the Administrative Code. Failure to append this Chapter 28, however, shall not affect the force or validity of the Counts and Allegations.
  - (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

### SEC. 28.5. SERVICE OF THE COUNTS AND ALLEGATIONS OR SUSPENSION ORDER.

(a) **Debarment Counts and Allegations.** The Charging Official shall serve the Counts and Allegations on each named individual person or business entity in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Counts and Allegations on the Controller, City Administrator and the City Attorney.

(b) **Suspension Order.** The Charging Official shall serve the Suspension Order on the named Contractor in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

### SEC. 28.6. REQUEST FOR A HEARING.

- (a) **Debarment Counts and Allegations.** Within 15 business days after receipt of the Counts and Allegations, the Contractor may submit a written request for an administrative hearing. The Contractor may make such request through counsel or other authorized representative. The Contractor shall file any such request with the Controller with copies to the Charging Official, the City Attorney, and the City Administrator.
- (b) **Order of Suspension.** At any time during a period of Suspension, a suspended Contractor may submit a written request to the Charging Official requesting the official to lift the Order of Suspension on the grounds that the Contractor's alleged conduct does not meet the legal requirement for Suspension, or based on facts or circumstances unknown to the Charging Official, or based on new facts, circumstances, or law. The Charging Official shall provide a written response within 14 Days. If the Charging Official's written response declines to lift the Order of Suspension, or the Charging Official fails to provide a written response within 14 Days, the suspended Contractor may submit in writing within 7 Days a request for an administrative hearing. The suspended Contractor may make such request through counsel or other authorized representative. The suspended Contractor shall file any such request with the Controller with copies to the Charging Official, the City Administrator, and the City Attorney.
  - (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

### SEC. 28.7. FAILURE TO REQUEST A HEARING OR TO APPEAR.

Failure of the Contractor to submit to the City a written request to be heard within the time required by this Chapter 28, or failure of the Contractor or the Contractor's representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by the Contractor to the Counts and Allegations.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

#### SEC. 28.8. APPOINTMENT OF THE HEARING OFFICER.

- (a) A Charging Official shall request either the Controller or the City Administrator ("City Representative") to appoint a hearing officer for any Debarment or Suspension proceeding. If either the Controller or the City Administrator is the Charging Official, then that City Representative shall request the other to appoint the hearing officer.
- (b) Within 14 Days of the Charging Official's request, the City Representative shall appoint a hearing officer and notify the Contractor and the Charging Official of the appointment. The appointed hearing officer shall be an attorney licensed to practice in California, with not less than five years experience. The notice of appointment shall include the name of the hearing officer. The Contractor or the Charging Official may object to the appointed hearing officer within five business days of the notification. If the City Representative, at the City Representative's sole discretion, appoints a new hearing officer, then the City Representative shall notify the Contractor and the Charging Official as soon as practicable but not more than 14 Days after receipt of the objection.
  - (Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

#### SEC. 28.9. PRE-HEARING PROCEDURE.

- (a) Within 14 Days of appointment, the hearing officer shall notify each Contractor named in the Counts and Allegations or Suspension Order and the Charging tt<sup>1</sup> Official, the Controller, the City Administrator and the City Attorney of the scheduled hearing date. The hearing date shall be set at the hearing officer's sole discretion except, for a Debarment hearing, the hearing must commence within 120 Days of the date the Charging Official served the Counts and Allegations; a Suspension hearing must commence within 30 Days of the date the Suspended Contractor requested a hearing pursuant to Section 28.6(b) <sup>1</sup> The hearing officer may extend the deadline for holding a hearing only upon good cause shown; proceeding as expeditiously as possible is in the public's best interests.
- (b) Discovery pursuant to the California Code of Civil Procedure is not applicable to this administrative debarment or suspension procedure.
- (c) The hearing officer shall have the sole discretionary authority to direct any named Contractor and the ccCharging <sup>1</sup> Official to submit in advance of the hearing statements, legal analyses, lists of witnesses, exhibits, documents or any other information the hearing officer deems pertinent. The hearing officer may request the respective parties to submit rebuttals to such information. The hearing officer may limit the length, scope, or content of any such statement, analysis, list, rebuttal, document, or other requested information. The hearing officer shall set firm due dates for all written presentations.
- (d) If the hearing officer determines, with the written agreement of each named Contractor and the Charging Official, that the hearing shall be by written presentation, all final writings shall be due no later than 120 Days of the date the Charging Official served the Counts and Allegations or Order of Suspension.

 $(Added \ by \ Ord. \ 8-04, \ File \ No. \ 031503, \ App. \ 1/16/2004; \ amended \ by \ Ord. \ \underline{239-20}. \ File \ No. \ 200896, \ App. \ 11/25/2020, \ Eff. \ 12/26/2020)$ 

#### SEC. 28.10. HEARINGS AND DETERMINATIONS.

- (a) Hearings may occur in person, on an electronic meeting platform if deemed necessary by the hearing officer, or in writing, as set forth in the foregoing Section 28.09. <sup>1</sup> If the hearing is to occur in person or on an electronic meeting platform, the hearing officer shall specify the time and place for the Charging Official to present the case and for the Contractor to rebut the charges. The hearing officer shall have the sole discretion to allow offers of proof, set time limitations, and limit the scope of evidence presented based on relevancy.
- (b) The Charging Official shall present evidence in support of the Debarment or Suspension to the hearing officer. The Contractor may present evidence in defense and/or mitigation. Each side shall be entitled to call witnesses, and the hearing officer may allow cross-examination of witnesses. The hearing officer may ask questions of any party.
- (c) The hearing officer shall consider the evidence submitted by the Charging Official and the Contractor. Within 14 Days of the hearing, or of the date final written presentations are due, the hearing officer shall issue Findings and a Decision. The hearing officer shall serve the Findings and Decision on the Charging Official, the named Contractor(s), and/or their respective counsels or authorized representatives, and shall submit the same to the Controller, City Administrator, and City Attorney.
- (d) If the hearing officer finds that the named Contractor has committed willful misconduct as described in Section 28.3 and orders a term of Debarment, the Charging Official shall issue an Order of Debarment consistent with the hearing officer's decision. The Charging Official shall serve the Order on each named Contractor, their counsel or authorized representative, if any, the City Attorney, the City Administrator, and the Controller. An Order of Debarment under this Chapter 28 shall be the final administrative determination by the City in the matter.
- (e) For a Suspended Contractor, the hearing officer may consider evidence and argument by the Contractor to support its assertion that the City should terminate the Order of Suspension, provided that the Charging Official shall be entitled to offer evidence and argument in opposition to the Contractor's assertion. If the Contractor establishes that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, settlement agreement or plea agreement against the Contractor, the hearing officer shall terminate the Order of Suspension. An Order of Suspension upheld by a hearing officer under this Chapter shall be the final administrative determination by the City in the matter. Any termination of an Order of Suspension shall not preclude a Charging Officer from initiating Debarment proceedings against the Contractor based on the underlying conduct of the Suspension Order pursuant to section 28.4 following termination of the Order of Suspension.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

CODIFICATION NOTE

1. So in Ord. 239-20.

# SEC. 28.11. TERM AND EFFECT OF ADMINISTRATIVE DEBARMENT OR ORDER OF SUSPENSION; VIOLATION OF ORDER.

- (a) An Order of Debarment shall provide for a term of Debarment not to exceed five years from the date of the Order. An Order of Suspension shall remain in effect until the Contractor establishes to the Charging Officer or the City Administrator that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, or plea agreement against Contractor.
- (b) At any time during the pendency of an Order of Suspension, the City may initiate debarment proceedings against the Contractor. If the City suspends and later debars a Contractor for the same underlying conduct, the period of Suspension shall count towards the period of Debarment.
- (c) An Order of Debarment or Suspension shall prohibit any named Contractor and the Contractor's affiliates from participating in any contract or grant at any tier, directly or indirectly, with or for the City; any Contractor and the Contractor's affiliates named in an Order of Debarment shall be deemed irresponsible and disqualified for the purposes of all City contracts and grants. Upon such Order, any department head, board, or commission may cancel any existing contract or grant with a Suspended or Debarred Contractor or direct the cancellation of an existing subcontract to which a Suspended Debarred Contractor<sup>1</sup> is a party. In the event of such cancellation, the Suspended or Debarred Contractor's recovery under the contract or grant shall be limited to compensation for work satisfactorily completed as of the date of cancellation.
- (d) Administrative Debarment shall neither exclude nor preclude any other administrative or legal action taken by the City against the Contractor.
- (e) Violation of an Order of Suspension or Debarment, such as by submission of a proposal, bid or sub-bid or grant request, during the Suspension or Debarment period, may be considered a false claim as provided in this Administrative Code and the California Government Code.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated and amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

CODIFICATION NOTE

■ 1. So in Ord. <u>239-20</u>.

#### SEC. 28.12. PUBLICATION AND REPORTS OF DEBARMENT OR SUSPENSION.

Any Order of Debarment or Suspension issued under this Chapter 28 shall be a public record. The Controller shall maintain and publish on the City's Internet website a current list of Contractors subject to Orders of Debarment or Suspension and the expiration dates for the respective debarment terms. The Controller shall submit a semi-annual report to the Clerk of the Board of Supervisors that includes (a) the Contractors then subject to an Order of Debarment or Suspension and the expiration dates for the respective debarment terms; (b) the status of any pending debarment or suspension matters; and (c) any Order of Debarment or Suspension received by the Controller since the date of the last report.

 $(Added \ by \ Ord. \ 8-04, File \ No. \ 031503, App. \ 1/16/2004; \ redesignated \ and \ amended \ by \ Ord. \ \underline{239-20}, \ File \ No. \ 200896, \ App. \ 11/25/2020, \ Eff. \ 12/26/2020)$ 

(Former Sec. 28.12 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.11 by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

# SEC. 28.13. [REDESIGNATED.]

(Former Sec. 28.13 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.12 by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

# **PROOF OF SERVICE**

I, ERIC WALL, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Seventh Floor, San Francisco, CA 94102.

On May 6, 2024, I served the following document(s) pursuant to San Francisco Administrative Code section 28.5:

REQUEST TO CONTROLLER FOR APPOINTMENT OF HEARING OFFICER UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28;

COUNTS AND ALLEGATIONS SEEKING DEBARMENT;

**ORDER OF SUSPENSION;** 

EXHIBITS IN SUPPORT OF COUNTS AND ALLEGATIONS AND ORDER OF SUSPENSION.

on the following persons at the locations specified:

Providence Foundation of San Francisco Patricia Doyle, Agent for Service of Process 4601 Third Street	Vernon C. Goins, Esq. Law Offices of Vernon C. Goins 1970 Broadway, Suite 450
San Francisco, CA 94124 Email: pdoyle@providencefoundationsf.org	Oakland, CA 94612 Email: vgoins@goinslawfirm.com
Via Certified Mail and Electronic Mail	Via Electronic Mail
David Chiu Yvonne Meré Keslie Stewart Richard E. Robinson Office of City Attorney David Chiu 1390 Market Street, 7th Floor San Francisco, CA 94102 Email: cityattorney@sfcityatty.org	Carmen Chu, City Administrator City and County of San Francisco City Hall, Room 362 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: carmen.chu@sfgov.org  Via Electronic Mail
Greg Wagner, Controller City and County of San Francisco City Hall, Room 316 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: greg.wagner@sfgov.org  Via Electronic Mail	

1	in the manner indicated below:	
2 3 4 5	BY CERTIFIED MAIL: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. I caused each such envelope, with certified mail postage thereon fully preper to be sealed and placed in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection and mailing to the addresses(s) on the date indicated, with return receipt requested.	ice aid
6	BY ELECTRONIC MAIL: I caused the documents to be sent to the person(s) at the electronic service address(es) listed above. Such document(s) were transmitted <i>via</i> electronic mail from the electronic address: eric.wall@sfcityatty.org in portable document format ("PDF") Adobe Acrobat.	:
8	I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.	
9	Executed on May 6, 2024, at San Francisco, California.	
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