

File No. 210501

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 3, 2021

Board of Supervisors Meeting:

Date: _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER

- Transfer Memo – May 12, 2021
- _____
- _____
- _____
- _____

Prepared by: John Carroll

Date: May 28, 2021

Prepared by: John Carroll

Date: _____

Prepared by: John Carroll

Date: _____

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Shelter in Place Hotel
2 Support Services - Not to Exceed \$20,209,909]

3 **Resolution approving the first amendment between the City and County of San**
4 **Francisco and Five Keys Schools and Programs for support services at a Shelter in**
5 **Place Hotel site located at 1231 Market Street that provides temporary, emergency**
6 **shelter to vulnerable San Franciscans, extending the agreement term for one year, for a**
7 **total term of September 1, 2020, through June 30, 2022, and increasing the not to**
8 **exceed amount by \$10,544,909 for a total not to exceed amount of \$20,209,909.**

9

10 WHEREAS, In response to the COVID-19 pandemic, Mayor London N. Breed declared
11 a “Local Emergency” on Tuesday, February 25, 2020; and

12 WHEREAS, On March 16, 2020, the San Francisco County Health Officer issued Order
13 No. C19-07 requiring individuals to shelter in place to mitigate the community spread of
14 COVID-19; this order has been updated and reissued, most recently, as Health Officer Order
15 No. C19-07u on March 23, 2021; and

16 WHEREAS, In April 2020, the City and County of San Francisco (“City”) opened the
17 first Shelter in Place (“SIP”) Hotel as a temporary emergency measure to provide a safe place
18 for households experiencing homelessness who were at the highest risk for severe disease to
19 shelter in place in accordance with Health Officer’s orders; and

20 WHEREAS, From April 2020 to October 2020, the City opened over 2,600 non-
21 congregate temporary shelter rooms through 25 SIP Hotels to serve households experiencing
22 homelessness most vulnerable to contracting the virus; and

23 WHEREAS, Despite only having 5% of the state’s homeless population, the SIP Hotels
24 the City opened represented nearly 20% of all non-congregate hotel rooms operated through
25 the State’s Project Roomkey Program; and

1 WHEREAS, The Department procured these services pursuant to the Local
2 Emergency declared by Mayor London N. Breed dated February 25, 2020, and the
3 subsequent supplemental orders; and

4 WHEREAS, The Department of Homelessness and Supportive Housing (HSH) has
5 entered into a grant with Five Keys School and Programs to provide supportive and
6 operational services to approximately 459 guests staying at the SIP hotel site located at 1231
7 Market Street (“Agreement”); and

8 WHEREAS, Per Agreement Section 3.2 Duration of Term, the term of this Agreement
9 expires on June 30, 2021, this Agreement can be terminated when the SIP hotel contract
10 terminates as provided under Agreement Section 11.3 Termination for Convenience; and

11 WHEREAS, This first amendment to the Agreement with Five Keys Schools and
12 Programs requires Board of Supervisors approval under Section 9.118 of the San Francisco
13 Charter; now, therefore, be it

14 RESOLVED, That the Board of Supervisors hereby approves the first amendment to
15 the Agreement with Five Keys Schools and Programs extending the agreement term for one
16 year for a total term of September 1, 2020, through June 30, 2022, and increasing the not to
17 exceed amount by \$10,544,909 for a total not to exceed amount of \$20,209,909; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to enter into
19 any amendments or modifications to the grant, prior to its final execution by all parties, that
20 the Department determines, in consultation with the City Attorney, are in the best interest of
21 the City, do not otherwise materially increase the obligations or liabilities of the City, are
22 necessary or advisable to effectuate the purposes of the grant, and are in compliance with all
23 applicable laws; and

24 FURTHER RESOLVED, That within 30 days of the first amendment to the Agreement
25 being executed by all parties, the HSH shall submit to the Clerk of the Board of Supervisors a

1 completely executed copy for inclusion in File No. 210501; this requirement and obligation
2 resides with the Department and is for purposes of having a complete file only, and in no
3 manner affects the validity of the approved first amendment to the Agreement.

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RECOMMENDED:

/s/ _____
Sam Dodge
Transitional Director
Department of Homelessness and Supportive Housing

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

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

May 28, 2021

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst



SUBJECT: June 3, 2021 Government Audit and Oversight Committee Meeting

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<p>Item 5 File 21-0501</p>	<p>Department: Homelessness and Supportive Housing</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the First Amendment to the grant agreement between the City and Five Keys Schools and Programs to a) extend the original ten-month term from September 1, 2020 to June 30, 2021 by 12 more months, for a total term of September 1, 2020 to June 30, 2022, and b) to increase the total grant amount by \$10,544,909 from \$9,665,000 to not-to-exceed \$20,209,909. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • On September 1, 2020, the City awarded Five Keys Schools and Programs (Five Keys) a grant to provide supportive and operational services to what was estimated would be 459 guests staying at the Shelter in Place Hotel site located at 1231 Market Street, known as Hotel Whitcomb. The City has a separate Emergency Agreement with Hotel Whitcomb’s owner, 1231 Market Street Owner, L.P. for rooms and services as part of the City’s Shelter-in-Place Hotel program set up to provide shelter to the City’s homeless residents during the COVID-19 pandemic (see File 21-0500). • Five Keys is responsible for providing operations and services 24 hours per day, seven days per week at Hotel Whitcomb to ensure the health and safety of guests, and the security, cleanliness, and maintenance of the site, in accordance with Department of Public Health DPH requirements and guidelines. DPH sets the Shelter in Place Hotel program referral criteria, determining which people are at increased risk for severe illness from COVID-19, and should be placed into the Hotel Whitcomb. DPH receives referrals from hospitals, Isolation and Quarantine Hotels, Healthy Streets Operations Center, San Francisco Homeless Outreach Team, Street Crisis Response Team, and Jails. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The \$10,544,909 increase is for services to the Hotel Whitcomb Shelter-in-Place Hotel site through June 30, 2022. The agreement is funded through federal Emergency Solution and FEMA grant funds, and the General Fund. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • The Shelter-in-Place Hotel agreement for Hotel Whitcomb is scheduled to end in March 2022. According to Department of Homelessness and Supportive Housing staff, although the grant agreement would be extended to June 30, 2022, the grant agreement has a provision allowing the City to terminate the agreement for convenience with 30-day notice, giving the City the option to terminate the grant agreement at the time that the City’s agreement with 1231 Market Street Owner LP for use of the Hotel Whitcomb ends. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the proposed resolution to specify that the grant agreement between the Department of Homelessness and Supportive Housing and Five Keys Schools and Programs will terminate at the time that the City’s agreement at the time that the City’s agreement with 1231 Market Street Owner LP for use of the Hotel Whitcomb terminates. • Approve the proposed resolution as amended. 	

MANDATE STATEMENT

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

BACKGROUND

In June 2020, in response to the COVID-19 local emergency and subsequent shelter in place requirements, the Department of Homelessness and Supportive Housing (HSH) and Department of Public Health (DPH) issued a Request for Qualifications (RFQ No. 130) for time-limited and as needed services for shelter in place sites, congregate setting sites, and isolation and quarantine sites. The RFQ was designed to make multiple awards to qualified applicants on a rolling basis with various start dates and terms.

HSH received 20 responses to the RFQ and all but one organization met the Minimum Qualifications. The COVID-19 Command Center (CCC) matched providers with programs and sites based on their RFQ responses and ability to provide services in a timely manner.

On September 1, 2020, the City awarded Five Keys Schools and Programs (Five Keys) a grant to provide supportive and operational services to what was estimated would be 459 guests staying at the Shelter in Place Hotel site located at 1231 Market Street.¹ This site is called Hotel Whitcomb, and as of May 17, 2021, HSH reports that there are 390 units occupied with 417 guests.

The City has a separate Emergency Agreement with Hotel Whitcomb's owner, "1231 Market Street Owner, L.P." for rooms and services as part of the City's Shelter-in-Place Hotel program set up to provide shelter to the City's homeless residents during the COVID-19 pandemic (see File 21-0500).

About Five Keys

Five Keys is a non-profit organization that was founded in 2003 by the San Francisco Sheriff's Department as the first accredited charter high school in the United States to provide diploma programs for adults in county jails. Since then, Five Keys has expanded to offer high school education, vocational skills, life skills classes and access to college and workforce programs across 11 counties in California. The five keys refer to "Education, Employment, Recovery, Family and Community".

During the COVID-19 pandemic, Five Keys' staff have been deployed to various Shelter-in-Place Hotel sites including Hotel Whitcomb (currently 118.01 FTE's). Five Keys supervises teams that provide food and services for guests, as well as providing general expertise in de-escalating situations and stabilizing people until medical personnel arrives, when necessary.

¹ Vulnerable individuals are placed in Shelter in Place Sites to reduce the risk that they will be infected with COVID-19. Vulnerable individuals are those who are at high risk for death or serious health outcomes if they become infected.

Performance Monitoring

The City's COVID-19 Command Center (CCC) monitors non-profit provider compliance for the Shelter in Place Hotel program including ensuring timely data entry into the Alternative Shelter Program's room management system and regular site visits to ensure providers are adhering to COVID-19 public health guidance. According to the CCC, Five Keys has met service objectives as defined by this grant agreement.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the First Amendment to the grant agreement between the City and Five Keys Schools and Programs to a) extend the original ten-month term from September 1, 2020 to June 30, 2021 by 12 more months, for a total term of September 1, 2020 to June 30, 2022, and b) to increase the total grant amount by \$10,544,909 from \$9,665,000 to not-to-exceed \$20,209,909. (Exhibit 1)

Exhibit 1. Summary of Original and Proposed First Amendment Provisions

	Original Grant	First Amendment	Change
Total Term	September 1, 2020 - June 30, 2021	September 1, 2020 - June 30, 2022	12 months
Grant Amount	8,625,630	18,968,736	10,343,106
Contingency (12%)	1,039,370	1,241,173	201,803
Total Not to Exceed Amount	9,665,000	20,209,909	\$10,544,909

Source: Amendment No. 1 to City-Five Keys Grant Agreement

The provider is compensated only for actual costs incurred. The First Amendment would also modify the grant objectives slightly, for clarity and to incorporate learnings from operations.²

Population Served

The Department of Public Health (DPH) sets the Shelter in Place Hotel program referral criteria, determining which people are at increased risk for severe illness from COVID-19, and should be placed into the Hotel Whitcomb. DPH receives referrals from hospitals, Isolation and Quarantine Hotels, Healthy Streets Operations Center, San Francisco Homeless Outreach Team, Street Crisis Response Team, and Jails.

² For example, Service Objective VII.A was modified to read, "Grantee shall meet or exceed 95 [down from 99] percent data quality in Get Care (RTZ) as measured through data input into the RTZ System."

Scope of Services

Five Keys is responsible for providing operations and services 24 hours per day, seven days per week at Hotel Whitcomb to ensure the health and safety of guests, and the security, cleanliness, and maintenance of the site, in accordance with DPH requirements and guidelines. Exhibit 2 depicts an overview of the services Five Keys would continue providing under the Amendment.

Exhibit 2. Overview of City-Five Keys Grant Scope of Services

Service Requirements	Description
Participant Support	Intake; operations; wellness checks and connection to care; health screening; coordination of supportive services; referrals and linkages to Access Points; exit planning
Program Support	Onboarding and orienting onsite staff; hiring and supervision of onsite staff and subcontractors; data entry and reporting
Building Operations	Facility maintenance; site logs with records of entry and exit; laundry and janitorial services; furnishings and supplies; personal protective equipment; security/de-escalation; meals; storage;

Source: City-Five Keys Grant Agreement

Rehousing post pandemic

As the community recovers from the COVID-19 pandemic, the City has begun the process of rehousing guests temporarily sheltered in Shelter in Place hotels. Accordingly, HSH anticipates seeing the number of guests decrease at Hotel Whitcomb through early 2022.

FISCAL IMPACT

From September 2020 to May 2021, Five Keys invoiced the City for \$7,281,193, or 86 percent of their Year 1 budget.³ The average invoicing amount is \$810,000 per month, ranging from \$1,100,000 to \$747,000 per month. The Department of Homelessness and Supportive Housing (HSH) projects spending the contract budget through June 30, 2021.

Under the proposed Amendment, Year 2 of the Five Keys grant will be funded by:

- General Fund expected FEMA reimbursement via “COVID-19 Time-Limited Funding” (73 percent); and
- The U.S. Department of Housing and Urban Development Emergency Solutions Grant Program (27 percent)⁴

³ According to Administrative Analyst Bryn Miller with the Department of Homelessness and Supportive Housing.

⁴ The City currently estimates that about 85 percent of the revenue coded as COVID-19 Time-Limited Funding is eligible for FEMA reimbursement to account for eligibility of clients and services. The Mayor’s Proposed FY21-23 budget may change this eligibility assumption based on actual reimbursements so this cost-sharing assumption may change.

HSH anticipates FEMA funding to end after September 30, 2021 and that any continuation of services will be funded by the General Fund, subject to Board of Supervisors approval of the FY 2021-22 budget.

POLICY CONSIDERATION

The grant agreement is for services provided to the Hotel Whitcomb at 1231 Market Street, for which legislation is pending before the Board of Supervisors to extend the term of the existing agreement between the City and the hotel owner, 1231 Market Street Owner LP, for a Shelter-in-Place Hotel to March 1, 2022 or earlier, subject to the City's early termination rights (File 21-0500). According to HSH staff, although the grant agreement would be extended to June 30, 2022, the grant agreement has a provision allowing the City to terminate the agreement for convenience with 30-day notice, giving the City the option to terminate the grant agreement at the time that the City's agreement with 1231 Market Street Owner LP for use of the Hotel Whitcomb ends. Therefore, the proposed resolution should be amended to specify that the grant agreement between the Department of Homelessness and Supportive Housing and Five Keys Schools and Programs will terminate at the time that the City's agreement at the time that the City's agreement with 1231 Market Street Owner LP for use of the Hotel Whitcomb terminates.

RECOMMENDATIONS

1. Amend the proposed resolution to specify that the grant agreement between the Department of Homelessness and Supportive Housing and Five Keys Schools and Programs will terminate at the time that the City's agreement at the time that the City's agreement with 1231 Market Street Owner LP for use of the Hotel Whitcomb terminates.
2. Approve the proposed resolution as amended.

**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
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS AMENDMENT of the **September 1, 2020** Grant Agreement (the "Agreement") is dated as of **April 1, 2021** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("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, this Grant Agreement was procured as required through; Request for Qualifications (RFQ) #130; and

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

WHEREAS, the City's Board of Supervisors approved this First Amendment under San Francisco Charter Section 9.118 by Resolution <insert Resolution number> on <Month Date, Year> to extend the grant term by two years and increase the grant amount to approve the First Amendment; and

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

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) Agreement. The term "Agreement" shall mean the Agreement dated **September 1, 2020** between Grantee and City.
 - (b) "HUD" shall mean the United States Department of Housing and Urban Development as referenced by Title 42 United States Code section 3532.

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

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

2.1 ARTICLE 3 TERM of the Agreement currently reads as follows:

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

3.2 Duration of Term. The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 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:

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 **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 ARTICLE 5 USE AND DISBURSEMENT OF GRANT 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 Six Hundred Sixty Five Thousand Dollars (\$9,665,000)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Thirty Nine Thousand Three Hundred Seventy Dollars (\$1,039,370)** 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 obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

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

5.4 State or Federal Funds

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

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Million Two Hundred Nine Thousand Nine Hundred Nine Dollars (\$20,209,909)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Two Hundred Forty One Thousand One Hundred Seventy Three Dollars (\$1,241,173)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

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

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

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

Appendix A, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Emergency and Exigency Grants Requirements
Appendix G, Federal Requirements

Appendix H, Housing and Urban Development (HUD) Subrecipient

- 2.4 **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated April 1, 2021).
- 2.5 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget**, (dated April 1, 2021), for the period of September 1, 2020 to June 30, 2022.
- 2.6 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment**.
- 2.7 **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**.
- 2.8 **Appendix E, Permitted Subgrantees** of the Agreement is hereby replaced in its entirety by the modified **Appendix E, Permitted Subgrantees**.
- 2.9 **Appendix F, Emergency and Exigency Grants Requirements** of the Agreement is hereby replaced in its entirety by the modified **Appendix F, Emergency and Exigency Grants Requirements**.
- 2.10 **Appendix G, Federal Requirements** is hereby added to this agreement.
- 2.11 **Appendix H, Housing and Urban Development (HUD) Subrecipient** is hereby added to this agreement.

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**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: _____
Sam Dodge
Transitional Director

By: _____
Print Name: Steve Good
Title: Executive Director
City Supplier Number: 0000011181
DUNS Number: 832094945

Approved as to Form:

By: _____
Virginia Dario Elizondo
Deputy City Attorney

Appendix C, Method of Payment

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

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

A. **Timelines**: Grantee shall submit all invoices and any related required documentation in the format specified in below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of end of the fiscal year or project period.

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

B. **Invoicing System**:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
 3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

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/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation 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.</p>

General Fund/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>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.</p>
Capital and/or One-Time Funding	<p>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.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

Housing and Urban Development (HUD) Emergency Solutions Grant: CFDA #14.231	
Type	Instructions and Example of Documentation
Homelessness Prevention	<p>Grantee may use this line item in accordance with 24 CFR 576.103, 576.105, and 576.106 – Homelessness Prevention.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing search and placement; • Housing stability case management; and/or • Mediation. <p>Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.</p>
Rapid Rehousing	<p>Grantee may use this line item in accordance with 24 CFR 576.104, 576.105, and 576.106 – Rapid Rehousing.</p>

Housing and Urban Development (HUD) Emergency Solutions Grant: CFDA #14.231	
Type	Instructions and Example of Documentation
	<p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing search and placement; • Housing stability case management; and/or • Mediation. <p>Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.</p>
Emergency Shelter	<p>Grantee may use this line item in accordance with 24 CFR 576.102, 576.2 – Shelter.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing stability case management; • Life skills training; and/or • Mental health and/or substance abuse services. <p>Documentation may also include proof of eligible payment of shelter maintenance; insurance; or utilities associate with a shelter location.</p>

III. Advances or Prepayments: 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:

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 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

submit required information or comply by specified deadlines may result in HSH withholding of payments.

Appendix D - Interests In Other City Grants

City Department or Commission	Date of Grant	Amount of Grant
Dept of Homelessness and Supportive Housing	02/15/2019-06/30/2021	\$442,627.00
Dept of Homelessness and Supportive Housing	09/01/2018-12/31/2020	\$8,392,947.00
Dept of Homelessness and Supportive Housing	11/15/2019-06/30/2021	\$7,985,277.00
Dept of Homelessness and Supportive Housing	04/01/2020-12/31/2020	\$4,328,758.00
Human Service Agency	07/01/2019-6/30/2022	\$268,382.00
Human Service Agency	07/01/2019-6/30/2022	\$60,060.00
Mayor Office of Econ and Workforce Develop.	07/01/2020-6/30/2021	\$100,000.00
Mayor Office of Econ and Workforce Develop.	07/01/2020-6/30/2021	\$48,813.00
Mayor Office of Housing and Community Develop.	10/01/2020-6/30/2021	\$75,000.00
Dept of Children Youth & Families	07/01/2020-06/30/2021	\$218,360.00

Appendix E – Permitted Subcontractors

1. Bayview Hunters Point Foundation
2.
3.

APPENDIX F
FEMA EMERGENCY AND 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 grant, 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 granting 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 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 Grant 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 grants 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, Grants 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. § 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:
 - 1. Competitively within a timeframe providing for compliance with the grant performance schedule;
 - 2. Meeting grant performance requirements; or
 - 3. 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.
- XIV. 1Compliance 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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (*applicable to all grants and subgrants; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)
- A.** Grantee is prohibited from obligating funds from this Agreement to:
1. Procure or obtain;
 2. Extend or renew a grant to procure or obtain; or
 3. Enter into a grant (or extend or renew a grant) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

XVIII. Domestic Preferences for Procurements *(applicable to all grants and subgrants; 2 CFR §200 Appendix II(l) and 2 CFR 200.322)*

As appropriate and to the extent consistent with law, Grantee should, to the greatest extent practicable under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XIX. 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 grant, 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 Grants, 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 grant, 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 grant, 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 grant, 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 subgrants, subgrants, and grants under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

The Grantee, **Five Keys Schools and Programs** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Name and Title of Grantee's Authorized Official

Date

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

I. Definitions

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

II. Federal Changes. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from

time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

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

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
- i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration¹) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
 - v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
 - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

¹ 2 CFR § 200.332(a)(1)(xiv)

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

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

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

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

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

- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

XI. Debarment and Suspension. *(applicable to all Contracts and Subcontracts; 2 CFR §200 Appendix II(H))*

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

XII. Byrd Anti-Lobbying Certification. *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(A) and by inclusion, 45 CFR Part 93)*

- A. **Subrecipient hereby certifies**, to the best of their knowledge and belief, that"
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loan, and cooperative

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

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

XIII. Single Audit Requirements

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

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

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

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

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

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

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

**Appendix A, Services to be Provided
by
Five Keys Schools and Programs
COVID-19 Shelter in Place (SIP)**

I. Purpose of Grant

The purpose of the grant is to provide operations and services in a Shelter in Place (SIP) Site in response to the public health situation, COVID-19 on a time-limited and as-needed basis to reduce the spread of the COVID-19 virus and address the needs of vulnerable populations.

II. Served Population

Grantee shall serve vulnerable individuals experiencing homelessness placed in SIP site(s) to reduce the risk that they will be infected with COVID-19 (COVID). Vulnerable individuals will be identified by the process created by the City and County of San Francisco (City).

III. Referral and Prioritization

All participants will be referred by the City. Participation in the site(s) is voluntary.

IV. Description of Services

In response to the public health situation, COVID, the City has opened temporary housing sites for the served population and will provide services to individuals in 459 units. Grantee shall provide 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.

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, Coordinated Entry assessment and housing navigation and benefits linkage)
 - f. Referrals and linkages to Access Points, and eliminate barriers to connect participants to Access Points;
 - g. 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;
 - h. Maintenance and distribution of operational and participant supplies;
 - i. Reasonable accommodations, transfers, and other supports; and

- j. 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 is in a City owned, or leased site and shall provide coordination of building operation services.
 - a. Grantee shall maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
 - 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 coordinate with the City to ensure laundry is available for participant use.
 - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH and the City's 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 the City.
 - g. Security/De-Escalation: Grantee shall provide security and de-escalation, per City instructions to ensure the safety of participants and staff and protection of property.
 - h. Biohazard Cleaning: Grantee shall coordinate through the City cleaning vendor(s) to ensure that sites 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.
 - i. Meals: Grantee shall coordinate with the City for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.
 - j. Storage: Grantee shall provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).

V. Location and Time of Services

Grantee shall provide services at Hotel Whitcomb, located at 1231 Market St, San Francisco, CA 94103. Grantee shall provide services 24 hours per day, seven days per week.

VI. Service Requirements

A. Health Standards and Use of PPE:

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite site team members (e.g. staff and subcontractors) view the City-produced online safety training.
2. 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.
3. Grantee shall ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g. screening, distancing, isolation and quarantine).
4. Grantee shall turnover all vacated rooms for non-COVID-19 positive/non-COVID-19 suspected individuals within two days for new occupancy.

B. 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.

C. Feedback, Complaint and Follow-up Policies:

1. Grantee shall provide means for the served population to provide feedback about the program in accordance with City guidelines. Grantee shall share the methods of feedback with the served population upon intake and orientation and per City instructions.
2. Grantee shall follow City Complaint or Grievance Procedures and shall cooperate with City efforts to resolve complaints and grievances.

D. Communications, Trainings and Meetings: Grantee shall keep the City informed of program operations and comply with applicable City policies and requirements including, but not limited to:

1. Grantee shall report Critical Incidents in accordance with City instructions and any published policies/procedures and use the City provided forms. Examples of Critical Incidents include death, fire, acts of violence, or any other incidents which require the involvement of emergency services or Child or Adult Protective Services (APS and CPS, respectively).
2. Regular communication to the City and assigned City Program Manager about the implementation of the program;
3. Media requests;
4. Data or documentation requests;
5. Attendance of meetings, as needed; and
6. Attendance of trainings, as requested

E. 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 shall conduct daily data entry into the San Francisco COVID-19 Response Placement System, a web-based care coordination software hosted by RTZ Systems, to track information including but not limited to, referrals, intakes and discharges, transfers between sites, accessibility attributes of sites and rooms/beds, and information related to room/bed status and site status. Other data reporting may also be required by the City. Grantee shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.
 3. 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.
 4. 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.
- F. Record Keeping, Documentation, and Files: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- G. Good Neighbor Policies: Grantee shall adhere to applicable City good neighbor policies, and per City instructions.
- H. Grantee shall follow City policies and procedures established for the COVID-19 response, as instructed by the City.

VII. Service Objectives

- A. Grantee shall meet or exceed 95 percent data quality in Get Care (RTZ) as measured through data input into the RTZ System.

VIII. Outcome Objectives

- A. Grantee shall actively refer 100 percent of participants to Problem Solving and Coordinated Entry within 15 business days of move in.

IX. Reporting Requirements

- A. Reimbursement: Grantee shall complete and submit any and all required forms related to FEMA or other reimbursement, per City agreements, training, and/or instructions.
- B. Census and Exits: Grantee shall maintain daily census information and shall notify the City of any unplanned participant exits within 24 hours in the format, method and frequency specified by the City.
- C. Evaluative Studies: Grantee shall participate, as requested by the City, in evaluative studies designed to show the effectiveness of Grantee's services. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee or within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- D. Ad Hoc Reports, Data and Information: Grantee shall provide Ad Hoc reports, data and information, as required by the City in the format, method and frequency specified by the City.

X. Monitoring Activities

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

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

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS GRANT AGREEMENT (“Agreement”) is made as of **September 1, 2020**, in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** (“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: COVID-19 Shelter in Place Sites; and

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

WHEREAS, this Grant Agreement was procured as required through; Request for Qualifications (RFQ) #130; and

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

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

**ARTICLE 1
DEFINITIONS**

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

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

time to time.

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

- (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 non-

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

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

which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified 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.** The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 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

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

all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other 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 parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Six Hundred Sixty Five Thousand Dollars (\$9,665,000)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Thirty Nine Thousand Three Hundred Seventy Dollars (\$1,039,370)** 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 obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

5.4 State or Federal Funds

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

- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a

federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix F. 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.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this

Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by 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 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.
- 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 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 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 one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

- (a) Name as Additional Insured City and its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to

the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

- 10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- 10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements 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.
- 10.9 Worker's Compensation.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ARTICLE 11

EVENTS OF DEFAULT AND REMEDIES

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

- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

remedy:

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.**
- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
 - (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
 - (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

- 15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents,

directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

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

If to Grantee: Five Keys Schools and Programs
70 Oak Grove Street
San Francisco, CA 94107
Attn: Steve Good
Email: steveg@fivekeys.org

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

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

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

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

- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

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

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

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

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.

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

16.13 Reserved. (Working with Minors).

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

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a

requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

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

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

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation

and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

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

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

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

17.12 Dispute Resolution Procedure.

(a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City’s contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing,

(7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or 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 https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

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

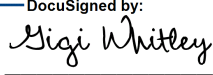
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

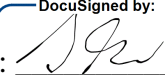
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: 
DocuSigned by:
967F7BE0D97A4C5...
Abigail Stewart-Kahn
Interim Director

By: 
DocuSigned by:
A6BBD549EEFD413...
Steve Good
Executive Director
City Supplier Number: 0000011181
DUNS Number: 832094945

Approved as to Form:

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

Appendix A, Services to be Provided
by
Five Keys Schools and Programs
COVID-19 Shelter in Place (SIP)

I. Purpose of Grant

The purpose of the grant is to provide operations and services in a Shelter in Place (SIP) Site in response to the public health situation, COVID-19 on a time-limited and as-needed basis to reduce the spread of the COVID-19 virus and address the needs of vulnerable populations.

II. Served Population

Grantee shall serve vulnerable individuals experiencing homelessness placed in SIP site(s) to reduce the risk that they will be infected with COVID-19 (COVID). Vulnerable individuals will be identified by the process created by the City and County of San Francisco (City).

III. Referral and Prioritization

All participants will be referred by the City. Participation in the site(s) is voluntary.

IV. Description of Services

In response to the public health situation, COVID, the City has opened temporary housing sites for the served population. Grantee shall provide 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.

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, Coordinated Entry assessment and housing navigation and benefits linkage)
 - f. Referrals and linkages to Access Points, and eliminate barriers to connect participants to Access Points;
 - g. 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;
 - h. Maintenance and distribution of operational and participant supplies;
 - i. Reasonable accommodations, transfers, and other supports; and

- j. 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 is in a City owned, or leased site and shall provide coordination of building operation services.
 - a. Grantee shall maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
 - 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 coordinate with the City's COVID Command Center (CCC) to ensure laundry is available for participant use.
 - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH and City's COVID Command Center (CCC) 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 the CCC.
 - g. Security/De-Escalation: Grantee shall provide security and de-escalation, per City instructions to ensure the safety of participants and staff and protection of property.
 - h. Biohazard Cleaning: Grantee shall coordinate through the CCC with City cleaning vendor(s) to ensure that sites 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.
 - i. Meals: Grantee shall coordinate with the CCC for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.
 - j. Storage: Grantee shall provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).

V. Location and Time of Services

Grantee shall provide services at location(s) listed in the Appendix B, Budget. Additional locations may be added as mutually agreed upon by Grantee and HSH.

VI. Service Requirements

A. Health Standards and Use of PPE:

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite site team members (e.g. staff and subcontractors) view the City-produced online safety training.
2. 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.
3. Grantee shall ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g. screening, distancing, isolation and quarantine).

B. 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.

C. Feedback, Complaint and Follow-up Policies:

1. Grantee shall provide means for the served population to provide feedback about the program in accordance with City guidelines. Grantee shall share the methods of feedback with the served population upon intake and orientation and per City instructions.
2. Grantee shall follow City or CCC Complaint or Grievance Procedures and shall cooperate with City efforts to resolve complaints and grievances.

D. Communications, Trainings and Meetings: Grantee shall keep the City informed of program operations and comply with applicable City and CCC policies and requirements including, but not limited to:

1. Grantee shall report Critical Incidents in accordance with City instructions and any published policies/procedures and use the City provided forms. Examples of Critical Incidents include death, fire, acts of violence, or any other incidents which require the involvement of emergency services or Child or Adult Protective Services (APS and CPS, respectively).
2. Regular communication to the City and assigned HSH Program Manager, and CCC Program Manager about the implementation of the program;
3. Media requests;
4. Data or documentation requests;
5. Attendance of meetings, as needed; and
6. Attendance of trainings, as requested

E. 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 shall conduct daily data entry into the San Francisco COVID-19 Response Placement System, a web-based care coordination software hosted by RTZ Systems, to track information including but not limited to, referrals, intakes and discharges, transfers between sites, accessibility attributes of sites and rooms/beds, and information related to room/bed status and site status. Other data reporting may also be required by the City. Grantee shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.
3. 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.
4. 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.

F. Record Keeping, Documentation, and Files: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.

G. Good Neighbor Policies: Grantee shall adhere to applicable City good neighbor policies, and per City instructions.

H. Grantee shall follow City and CCC policies and procedures established for the COVID-19 response, as instructed by the City.

VII. Service Objectives

- A. Grantee shall turnover all vacated rooms for non-COVID-19 positive/non-COVID-19 suspected individuals within two days for new occupancy as measured through data input into the RTZ System.
- B. Grantee shall meet or exceed 99 percent data quality in Get Care (RTZ) as measured through data input into the RTZ System.

VIII. Outcome Objectives

- A. Grantee shall actively refer 100 percent of participants to Problem Solving and Coordinated Entry within 15 business days of move in or execution of this

Agreement, which would result as 95 percent of participants connected to the ONE System.

IX. Reporting Requirements

- A. FEMA Reimbursement: Grantee shall complete and submit any and all required forms related to FEMA reimbursement, per City agreements, training, and/or instructions.
- B. Census and Exits: Grantee shall maintain daily census information and shall notify the City of any unplanned participant exits within 24 hours in the format, method and frequency specified by the City.
- C. Evaluative Studies: Grantee shall participate, as requested by the City, in evaluative studies designed to show the effectiveness of Grantee's services. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee or within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- D. Ad Hoc Reports, Data and Information: Grantee shall provide Ad Hoc reports, data and information, as required by the City in the format, method and frequency specified by the City.

X. Monitoring Activities

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

	A	B	C	D	E	F	G	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 1 of 3
2	APPENDIX B, BUDGET										
3	Document Date	10/14/2020									
4	Contract Term	Begin Date	End Date	Duration (Years)							
5	Current Term	9/1/2020	6/30/2021	1							
6	Amended Term	9/1/2020	6/30/2021	1							
7	Provider Name	Five Keys									
8	Program	SIP Site 10									
9	FSP Contract ID#	1000019448									
10	Action (select)	New Agreement									
11	Effective Date	9/1/2020									
12	Budget Name	SIP Site 10									
13		Current	New								
14	Term Budget	\$ 8,625,630	\$ 8,625,630								
15	Contingency	\$ 1,039,370	\$ 1,039,370	12%							
16	Not-To-Exceed	\$ 9,665,000	\$ 9,665,000								
17					9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	
18					New		New	New		New	
19	Expenditures										
20	Salaries & Benefits	\$ 6,688,840	\$ -	\$ 6,688,840	\$ 6,688,840	\$ -	\$ 6,688,840	\$ 6,688,840	\$ -	\$ 6,688,840	
21	Operating Expense	\$ 220,175	\$ -	\$ 220,175	\$ 220,175	\$ -	\$ 220,175	\$ 220,175	\$ -	\$ 220,175	
22	Subtotal	\$ 6,909,015	\$ -	\$ 6,909,015	\$ 6,909,015	\$ -	\$ 6,909,015	\$ 6,909,015	\$ -	\$ 6,909,015	
23	Indirect Percentage	15.00%		15.00%							
24	Indirect Cost (Line 21 X Line 22)	\$ 1,040,102	\$ -	\$ 1,040,102	\$ 1,040,102	\$ -	\$ 1,040,102	\$ 1,040,102	\$ -	\$ 1,040,102	
25	Other Expenses (Not subject to indirect %)	\$ 676,513	\$ -	\$ 676,513	\$ 676,513	\$ -	\$ 676,513	\$ 676,513	\$ -	\$ 676,513	
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	Total Expenditures	\$ 8,625,630	\$ -	\$ 8,625,630	\$ 8,625,630	\$ -	\$ 8,625,630	\$ 8,625,630	\$ -	\$ 8,625,630	
29											
30	HSH Revenues (select)										
31	COVID-19 Time-Limited Funding	\$ 8,620,630		\$ 8,620,630	\$ 8,620,630	\$ -	\$ 8,620,630	\$ 8,620,630	\$ -	\$ 8,620,630	
32				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
33	COVID-19 One-Time	\$ 5,000		\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	
34				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
35				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
37	Total HSH Revenues	\$ 8,625,630	\$ -	\$ 8,625,630	\$ 8,625,630	\$ -	\$ 8,625,630	\$ 8,625,630	\$ -	\$ 8,625,630	
38	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)										
39											
40											
41											
42	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43											
44	Total HSH + Other Revenues	\$ 8,625,630	\$ -	\$ 8,625,630	\$ 8,625,630	\$ -	\$ 8,625,630	\$ 8,625,630	\$ -	\$ 8,625,630	
45	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
47											
48	Prepared by										
49	Phone										
50	Email										

	A	B	C	D	E	F	G	H	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										Page 2 of 3
2	SALARY & BENEFIT DETAIL										
3	Document Date	10/14/2020									
4	Provider Name	Five Keys									
5	Program	SIP Site 10									
6	F\$P Contract ID#	1000019448									
7	Budget Name	SIP Site 10									
8		Year 1						All Years			
9	POSITION TITLE	Agency Totals		For HSH Funded Program		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021
10						New		New	New	Modification	New
11		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	Director San Francisco Housing	\$ 135,000	1.00	0.17	0.17	\$ 19,125	\$ -	\$ 19,125	\$ 19,125	\$ -	\$ 19,125
13	Director of Congregate and SIP Sites	\$ 120,000	1.00	0.17	0.17	\$ 17,000	\$ -	\$ 17,000	\$ 17,000	\$ -	\$ 17,000
14	Director Site 10	\$ 90,000	1.00	1	1.00	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 75,000
15	Assistant Director Care Coordination	\$ 80,000	1.00	0.17	0.17	\$ 11,333	\$ -	\$ 11,333	\$ 11,333	\$ -	\$ 11,333
16	Assistant Director Site 10	\$ 78,000	2.00	1	2.00	\$ 130,000	\$ -	\$ 130,000	\$ 130,000	\$ -	\$ 130,000
17	Admin Coordinator	\$ 70,000	1.00	1	1.00	\$ 58,333	\$ -	\$ 58,333	\$ 58,333	\$ -	\$ 58,333
18	Shift Supervisors	\$ 71,000	11.20	1	11.20	\$ 662,667	\$ -	\$ 662,667	\$ 662,667	\$ -	\$ 662,667
19	Guest Intake & Information Coordinator	\$ 50,000	1.00	1	1.00	\$ 41,667	\$ -	\$ 41,667	\$ 41,667	\$ -	\$ 41,667
20	Activities Coordinator	\$ 56,160	1.00	0.25	0.25	\$ 11,700	\$ -	\$ 11,700	\$ 11,700	\$ -	\$ 11,700
21	Hiring Specialist	\$ 56,160	1.00	0.25	0.25	\$ 11,700	\$ -	\$ 11,700	\$ 11,700	\$ -	\$ 11,700
22	Ambassadors	\$ 45,760	100.80	1	100.80	\$ 3,843,840	\$ -	\$ 3,843,840	\$ 3,843,840	\$ -	\$ 3,843,840
23	Security -- folded into ambassadors line					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	DSW replacement - folded into ambassador line					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55		TOTAL SALARIES				\$ 4,882,365	\$ -	\$ 4,882,365	\$ 4,882,365	\$ -	\$ 4,882,365
56		TOTAL FTE		118.01							
57		FRINGE BENEFIT RATE			37.00%		37.00%				
58		EMPLOYEE FRINGE BENEFITS				\$ 1,806,475	\$ -	\$ 1,806,475	\$ 1,806,475	\$ -	\$ 1,806,475
59		TOTAL SALARIES & BENEFITS				\$ 6,688,840	\$ -	\$ 6,688,840	\$ 6,688,840	\$ -	\$ 6,688,840
60											
61											
62											

	A	B	C	D	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						Page 3 of 3
2	OPERATING DETAIL						
3	Document Date	10/14/2020					
4	Provider Name	Five Keys					
5	Program	SIP Site 10					
6	F\$P Contract ID#	1000019448					
7	Budget Name	SIP Site 10					
8		Year 1			All Years		
9		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021
10		New		New	New	Modification	New
11	<u>Operating Expenses</u>	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
12	Rental of Property		\$ -		\$ -	\$ -	\$ -
13	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ -		\$ -	\$ -	\$ -
14	Office Supplies, Postage	\$ 10,833	\$ (0)	\$ 10,833	\$ 10,833	\$ (0)	\$ 10,833
15	Building Maintenance Supplies and Repair		\$ -		\$ -	\$ -	\$ -
16	Printing and Reproduction	\$ 1,250	\$ -	\$ 1,250	\$ 1,250	\$ -	\$ 1,250
17	Insurance	\$ 21,667	\$ 0	\$ 21,667	\$ 21,667	\$ 0	\$ 21,667
18	Staff Training	\$ 13,333	\$ (0)	\$ 13,333	\$ 13,333	\$ (0)	\$ 13,333
19	Staff Travel-(Local & Out of Town)	\$ 4,167	\$ 0	\$ 4,167	\$ 4,167	\$ 0	\$ 4,167
20	Rental of Equipment		\$ -		\$ -	\$ -	\$ -
21	Cleaning/Janitorial Supplies	\$ 2,083	\$ (0)	\$ 2,083	\$ 2,083	\$ (0)	\$ 2,083
22	Guest Supplies, food, socks, etc	\$ 18,333	\$ (0)	\$ 18,333	\$ 18,333	\$ (0)	\$ 18,333
23	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 32,500	\$ -	\$ 32,500	\$ 32,500	\$ -	\$ 32,500
24	Guest Transportation	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
25	Staff Parking		\$ -		\$ -	\$ -	\$ -
26	Computers, Printers, Periphel Equipment	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
27	Guest Laundry	\$ 91,800	\$ -	\$ 91,800	\$ 91,800	\$ -	\$ 91,800
28	Guest Voucher	\$ 17,708	\$ (0)	\$ 17,708	\$ 17,708	\$ (0)	\$ 17,708
29			\$ -		\$ -	\$ -	\$ -
31	<u>Consultants</u>		\$ -		\$ -	\$ -	\$ -
33			\$ -		\$ -	\$ -	\$ -
34			\$ -		\$ -	\$ -	\$ -
35	<u>Subcontractors</u>		\$ -		\$ -	\$ -	\$ -
36			\$ -		\$ -	\$ -	\$ -
38							
39	TOTAL OPERATING EXPENSES	\$ 220,175	\$ -	\$ 220,175	\$ 220,175	\$ (1)	\$ 220,174
40							
41	<u>Other Expenses (not subject to indirect cost %)</u>						
42	Bayview Foundation	\$ 676,513	\$ -	\$ 676,513	\$ 676,513	\$ -	\$ 676,513
43			\$ -		\$ -	\$ -	\$ -
45							
46	TOTAL OTHER EXPENSES	\$ 676,513	\$ -	\$ 676,513	\$ 676,513	\$ -	\$ 676,513
47							
48	<u>Capital Expenses</u>						
49			\$ -		\$ -	\$ -	\$ -
50							
51	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52							
53	HSH #3				Template last modified	1/22/2020	

Appendix C, Method of Payment

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

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

B. Invoicing System:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
 3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

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/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation 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.</p>

General Fund/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>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.</p>
Capital and/or One-Time Funding	<p>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.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide documentation for all revenue expenses that offset the costs in the Appendix B, Budget(s) covered by the agreement each time an invoice is submitted.</p>

III. Advances or Prepayments: 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:

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 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Mayors Office of Housing and Community Development	7/1/2017	\$375,000.00
San Francisco Human Services Agency	7/1/2018	\$742,000.00
San Francisco Mayors Office of Housing and Community Development	7/1/2018	\$184,920.00
DCYF	7/1/2018	\$1,060,000.00
SF Adult Probation Department	11/1/2015	\$1,000,000.00
Homelessness and Supportive Housing (SFHSH)	2/1/2019	\$442,627.00
San Francisco Human Services Agency	7/1/2015	\$130,260.00
California Workforce Development Board (CWDB) / Employment Development Division (EDD)	5/1/2019	\$150,000.00
City and County of San Francisco Department of Homelessness and Supportive Housing	9/1/2018	\$6,827,328.00
Homelessness and Supportive Housing (SFHSH)	11/15/2019	\$3,182,992.00
San Francisco Human Services Agency	7/1/2018	\$742,000.00

Appendix E – Permitted Subgrantees

1. Bayview Foundation

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 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. § 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.

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:

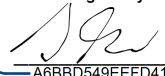
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

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.

The Grantee, **Five Keys Schools and Programs**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

A6BBD549EEFD413

Signature of Grantee's Authorized Official

Steve Good Executive Director

Name and Title of Grantee's Authorized Official

11/3/2020

Date

	A	B	C	D	E	F	G	H	I	J	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
2	APPENDIX B, BUDGET													
3	Document Date	4/1/2021												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	9/1/2020	6/30/2021	1										
6	Amended Term	9/1/2020	6/30/2022	2										
7	Provider Name	Five Keys												
8	Program	SIP Site 10												
9	F\$P Contract ID#	1000019448												
10	Action (select)	New Agreement												
11	Effective Date	7/1/2021												
12	Budget Name	SIP Site 10												
13		Current	New											
14	Term Budget	\$ 8,625,630	\$ 18,968,736	12%										
15	Contingency	\$ 1,039,370	\$ 1,241,173											
16	Not-To-Exceed	\$ 9,665,000	\$ 20,209,909											
					Year 1			Year 2			All Years			
17					9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	
18					New	New	New	New	New	New	New	New	New	
19	Expenditures													
20	Salaries & Benefits	\$ 6,688,840	\$ -	\$ 6,688,840	\$ -	\$ 6,688,840	\$ -	\$ 8,026,608	\$ 8,026,608	\$ 8,026,608	\$ 6,688,840	\$ 8,026,608	\$ 14,715,448	
21	Operating Expense	\$ 220,175	\$ -	\$ 220,175	\$ -	\$ 220,175	\$ -	\$ 258,210	\$ 258,210	\$ 258,210	\$ 220,175	\$ 258,210	\$ 478,385	
22	Subtotal	\$ 6,909,015	\$ -	\$ 6,909,015	\$ -	\$ 6,909,015	\$ -	\$ 8,284,818	\$ 8,284,818	\$ 8,284,818	\$ 6,909,015	\$ 8,284,818	\$ 15,193,833	
23	Indirect Percentage	15.00%		15.00%		15.00%		15.00%		15.00%				
24	Indirect Cost (Line 21 X Line 22)	\$ 1,040,102	\$ -	\$ 1,040,102		\$ 1,040,102		\$ 1,246,473	\$ 1,246,473	\$ 1,246,473	\$ 1,040,102	\$ 1,246,473	\$ 2,286,575	
25	Other Expenses (Not subject to indirect %)	\$ 676,513	\$ -	\$ 676,513	\$ -	\$ 676,513	\$ -	\$ 811,816	\$ 811,816	\$ 811,816	\$ 676,513	\$ 811,816	\$ 1,488,329	
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	Total Expenditures	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 10,343,106	\$ 10,343,106	\$ 10,343,106	\$ 8,625,630	\$ 10,343,106	\$ 18,968,737	
29														
30	HSH Revenues (select)													
31	COVID-19 Time-Limited Funding	\$ 7,684,268		\$ 7,684,268		\$ 7,684,268		\$ 7,517,350	\$ 7,517,350	\$ 7,517,350	\$ 7,684,268	\$ 7,517,350	\$ 15,201,618	
32				\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
33	COVID-19 One-Time	\$ 5,000		\$ 5,000		\$ 5,000		\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	
34	HUD ESG (CFDA 14.231)	\$ 936,362		\$ 936,362		\$ 936,362		\$ 2,825,756	\$ 2,825,756	\$ 2,825,756	\$ 936,362	\$ 2,825,756	\$ 3,762,118	
35				\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36				\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
37	Total HSH Revenues	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 10,343,106	\$ 10,343,106	\$ 10,343,106	\$ 8,625,630	\$ 10,343,106	\$ 18,968,736	
38	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)													
39				\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
40				\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

	A	B	C	D	E	F	G	H	I	J	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	4/1/2021											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2021	1									
6	Amended Term	9/1/2020	6/30/2022	2									
7	Provider Name	Five Keys											
8	Program	SIP Site 10											
9	F\$P Contract ID#	1000019448											
10	Action (select)	New Agreement											
11	Effective Date	7/1/2021											
41							\$ -			\$ -	\$ -	\$ -	\$ -
42	Total Other Revenues				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43													
44	Total HSH + Other Revenues				\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 10,343,106	\$ 10,343,106	\$ 8,625,630	\$ 10,343,106	\$ 18,968,736
45	Rev-Exp (Budget Match Check)				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
47													
48	Prepared by												
49	Phone												
50	Email												

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	SALARY & BENEFIT DETAIL																		
3	Document Date 4/1/2021																		
4	Provider Name Five Keys																		
5	Program SIP Site 10																		
6	FSP Contract ID# 1000019448																		
7	Budget Name SIP Site 10																		
8	EXTENSION YEAR																		
9	POSITION TITLE	Year 1						Year 2						All Years					
10		Agency Totals		For HSH Funded Program		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	
11						New	New	New					New	New	New	New	Modification	New	
12		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	
13	Director San Francisco Housing	\$ 135,000	1.00	0.17	0.17	\$ 19,125	\$ -	\$ 19,125	\$ 135,000	1.00	0.17	0.17	\$ 22,950	\$ 22,950	\$ 19,125	\$ 22,950	\$ 42,075		
14	Director of Congregate and SIP Sites	\$ 120,000	1.00	0.17	0.17	\$ 17,000	\$ -	\$ 17,000	\$ 120,000	1.00	0.17	0.17	\$ 20,400	\$ 20,400	\$ 17,000	\$ 20,400	\$ 37,400		
15	Director Site 10	\$ 90,000	1.00	1	1.00	\$ 75,000	\$ -	\$ 75,000	\$ 90,000	1.00	1	1.00	\$ 90,000	\$ 90,000	\$ 75,000	\$ 90,000	\$ 165,000		
16	Assistant Director Care Coordination	\$ 80,000	1.00	0.17	0.17	\$ 11,333	\$ -	\$ 11,333	\$ 80,000	1.00	0.17	0.17	\$ 13,600	\$ 13,600	\$ 11,333	\$ 13,600	\$ 24,933		
17	Assistant Director Site 10	\$ 78,000	2.00	1	2.00	\$ 130,000	\$ -	\$ 130,000	\$ 78,000	2.00	1	2.00	\$ 156,000	\$ 156,000	\$ 130,000	\$ 156,000	\$ 286,000		
18	Admin Coordinator	\$ 70,000	1.00	1	1.00	\$ 58,333	\$ -	\$ 58,333	\$ 70,000	1.00	1	1.00	\$ 70,000	\$ 70,000	\$ 58,333	\$ 70,000	\$ 128,333		
19	Shift Supervisors	\$ 71,000	11.20	1	11.20	\$ 662,667	\$ -	\$ 662,667	\$ 71,000	11.20	1	11.20	\$ 795,200	\$ 795,200	\$ 662,667	\$ 795,200	\$ 1,457,867		
20	Guest Intake & Information Coordinator	\$ 50,000	1.00	1	1.00	\$ 41,667	\$ -	\$ 41,667	\$ 50,000	1.00	1	1.00	\$ 50,000	\$ 50,000	\$ 41,667	\$ 50,000	\$ 91,667		
21	Activities Coordinator	\$ 56,160	1.00	0.25	0.25	\$ 11,700	\$ -	\$ 11,700	\$ 56,160	1.00	0.25	0.25	\$ 14,040	\$ 14,040	\$ 11,700	\$ 14,040	\$ 25,740		
22	Hiring Specialist	\$ 56,160	1.00	0.25	0.25	\$ 11,700	\$ -	\$ 11,700	\$ 56,160	1.00	0.25	0.25	\$ 14,040	\$ 14,040	\$ 11,700	\$ 14,040	\$ 25,740		
23	Ambassadors	\$ 45,760	100.80	1	100.80	\$ 3,843,840	\$ -	\$ 3,843,840	\$ 45,760	100.80	1	100.80	\$ 4,612,608	\$ 4,612,608	\$ 3,843,840	\$ 4,612,608	\$ 8,456,448		
24	TOTAL SALARIES				\$ 4,882,365	\$ -	\$ 4,882,365	TOTAL SALARIES				\$ -	\$ 5,858,838	\$ 5,858,838	\$ 4,882,365	\$ 5,858,838	\$ 10,741,203		
25	TOTAL FTE				118.01			TOTAL FTE				118.01							
26	FRINGE BENEFIT RATE				37.00%		37.00%	FRINGE BENEFIT RATE				37.00%		37.00%					
27	EMPLOYEE FRINGE BENEFITS				\$ 1,806,475	\$ -	\$ 1,806,475	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 2,167,770	\$ 2,167,770	\$ 1,806,475	\$ 2,167,770	\$ 3,974,245		
28	TOTAL SALARIES & BENEFITS				\$ 6,688,840	\$ -	\$ 6,688,840	TOTAL SALARIES & BENEFITS				\$ -	\$ 8,026,608	\$ 8,026,608	\$ 6,688,840	\$ 8,026,608	\$ 14,715,448		

	A	B	C	D	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	4/1/2021								
4	Provider Name	Five Keys								
5	Program	SIP Site 10								
6	FSP Contract ID#	1000019448								
7	Budget Name	SIP Site 10								
8		EXTENSION YEAR								
9		Year 1			Year 2			All Years		
49	Capital Expenses									
50			\$ -			\$ -		\$ -	\$ -	\$ -
51										
52	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53										
54	HSH #3								Template last modified	1/22/2020

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

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

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

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

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

President, District 10
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 544-6546

Shamann Walton

PRESIDENTIAL ACTION

Date: 5/12/2021

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____

210501

Mayor

(Primary Sponsor)

Title. Grant Agreement Amendment - Five Keys Schools and Programs - Shelter
in Place Hotel Support Services - Not to Exceed \$20,209,909

From: Budget and Finance

Committee

To: Government, Audit and Oversight

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____

Replacing Supervisor: _____

For: _____

(Date)

(Committee)

Meeting

Start Time: _____

End Time: _____

Temporary Assignment: Partial Full Meeting

Shamann Walton, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210501

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

5. CONTRACTOR	
NAME OF CONTRACTOR Five Keys Schools and Programs	TELEPHONE NUMBER (510) 823-2165
STREET ADDRESS (including City, State and Zip Code) 70 Oak Grove St, San Francisco, CA 94107	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210501
DESCRIPTION OF AMOUNT OF CONTRACT \$20,209,909		
NATURE OF THE CONTRACT (Please describe) Support services at a Shelter in Place (SIP) Hotel site located at 1231 Market Street that provides temporary, emergency shelter to vulnerable San Franciscans.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Miyamoto	Paul	Board of Directors
2	Schwartz	Sunny	Board of Directors
3	Horne	Freya	Board of Directors
4	Ginorio	Delia	Board of Directors
5	Eaton	Tijana	Board of Directors
6	Hennessy	Vicki	Board of Directors
7	Good	Steve	CEO
8	Graham	Elyse	COO
9	West	Antonette	CFO
10	Bayview Hunters Point Foun		Subcontractor
11			
12			
13			
14			
15			
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
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27			
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31			
32			
33			
34			
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37			
38			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------