

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

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

THIS AMENDMENT of the **September 1, 2020** Grant Agreement (the "Agreement") is dated as of **June 1, 2022** 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, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130, issued June 4, 2020, and this modification is consistent therewith; 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 Agreement under San Francisco Charter Section 9.118 by Resolution 289-21 on June 15, 2021 to extend the grant term by one year 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; and **First Amendment**, dated **April 1, 2021**.

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

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

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

**3.2 Duration of Term.**

(a) The term of this Agreement shall commence on **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.

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.**

(b) The term of this Agreement shall commence on **September 1, 2020** and expire on **December 31, 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 Section 4.2 Grantee's Personnel** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.2 Grantee's Personnel.**

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

(b) **Grantor Vaccination Policy.**

(1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination

Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

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

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

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

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

**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](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

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

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

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

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

#### **5.1 Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Million Seven Hundred Nine Thousand Nine Hundred Nine Dollars (\$20,709,909)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Thousand Seven Hundred Nineteen Dollars (\$4,719)** 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:

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

**5.4 State or Federal Funds.**

- (c) **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.

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

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

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

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

they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**2.5 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 (dated June 1, 2022)  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Grants (dated June 1, 2022)  
Appendix E, FEMA Emergency and Exigency Grants Requirements (dated June 1, 2022)  
Appendix F, Federal Requirements (dated June 1, 2022)  
Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement (dated June 1, 2022)

**2.6 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated June 1, 2022), for the period of September 1, 2020 to December 31, 2022.

**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** (dated June 1, 2022).

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

**2.9 Appendix F, Emergency and Exigency Grants Requirements**, of the Agreement is hereby replaced in its entirety by the modified **Appendix E, FEMA Emergency and Exigency Grants Requirements** (dated June 1, 2022).

**2.10 Appendix G, Federal Requirements** of the Agreement is hereby replaced in its entirety by the modified **Appendix F, Federal Requirements** (dated June 1, 2022).



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

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**

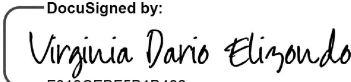
**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND  
PROGRAMS**

By:   
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Shireen McSpadden  
Executive Director

By:   
A6BB0549EEFD413...  
Print Name: Steve Good  
Title: Executive Director  
City Supplier Number: 0000011181  
DUNS Number: 832094945

Approved as to Form:  
David Chiu  
City Attorney

By:   
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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 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.









	A		B		C		D		E		F		G		H		I		J		AF		AG		AH				
	9/1/2020 - 6/30/2021	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	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	
	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10		Year 11		Year 12		Year 13				
	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	Actuals	Budgeted Expense	
1 DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																													
2 OPERATING DETAIL																													
3 Document Date																													
4 Provider Name																													
5 Program																													
6 FSP Contract ID#																													
7 Budget Name																													
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## Appendix C, Method of Payment

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

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

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

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

B. Invoicing System:

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure 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>

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"> <li>• Housing search and placement;</li> <li>• Housing stability case management; and/or</li> <li>• Mediation.</li> </ul> <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"> <li>• Housing stability case management;</li> <li>• Life skills training; and/or</li> <li>• Mental health and/or substance abuse services.</li> </ul> <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 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

**IV. Timely Submission of Reports and Compliance:** If a Grantee has 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 Grants

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Mayors Office of Housing and Community Development	7/1/21 – 6/30/22	\$100,000
San Francisco Human Services Agency	7/1/19 – 6/30/22	\$268,382
San Francisco Human Services Agency	7/1/19 – 6/30/22	\$60,000
San Francisco Human Services Agency	5/1/21 – 6/30/22	\$231,000
Office of Economic and Workforce Development	7/1/21 – 6/30/23	\$200,000
Office of Economic and Workforce Development	7/1/21 – 6/30/23	\$414,412
SF Adult Probation Department	2/1/21 – 7/31/22	\$130,000
Department Homelessness and Supportive Housing (HSH) – Prop C Flex Housing Subsidy Pool	2/15/21 – 6/30/23	\$6,000,000
Department Homelessness and Supportive Housing (HSH) – Artmar Hotel	6/1/21 – 6/30/24	\$6,704,364
Department Homelessness and Supportive Housing (HSH) – Bayshore Navigation Center	1/1/21 – 6/30/23	\$9,915,220
Department Homelessness and Supportive Housing (HSH) – Embarcadero SAFE Center	9/1/20 – 6/30/22	\$6,800,499
Department Homelessness and Supportive Housing (HSH) – Next Door Site S	12/1/20 – 6/30/22	\$9,115,881
Department Homelessness and Supportive Housing (HSH) – SIP Site 10	9/1/20 – 6/30/22	\$20,209,909
Department Homelessness and Supportive Housing (HSH) – SIP Site 34	9/1/20 – 6/30/22	\$9,353,000
Department Homelessness and Supportive Housing (HSH) – SIP Site 35	9/1/20 – 6/30/22	\$8,204,728
Department Homelessness and Supportive Housing (HSH) – 835 Turk Street Property Management	5/1/22 – 2/28/23	\$3,187,140
Department Homelessness and Supportive Housing (HSH) – Street Ambassador Services	6/1/22 – 6/30/24	\$5,439,942

## APPENDIX E 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. 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. 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.

DocuSigned by:



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Signature of Grantee's Authorized Official

Steve Good

Executive Director

Name and Title of Grantee's Authorized Official

6/23/2022

Date

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

### **I. Definitions**

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

**II. Federal Changes.** Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation

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

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

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

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<sup>1</sup> 2 CFR § 200.332(a)(1)(xiv)  
Appendix F to G-100 (3-21)  
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- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.339 Remedies for noncompliance of this part and in program regulations.

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

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

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

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

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

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

**VII. Davis-Bacon Act Compliance.** *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**XIII. Single Audit Requirements**

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

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

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

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

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

## **Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement**

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