

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**FIRST AMENDMENT
to
AGREEMENT
between
THE CITY AND COUNTY OF SAN FRANCISCO
and
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS AMENDMENT (this “Amendment”) is made as of **December 1, 2023**, in San Francisco, California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** (“Contractor”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the Agreement was obtained on August 15, 2022 from the Civil Service Commission under PSC number 43675 - 22/23 in the amount of \$52,000,000 for the period of 5 years; and

WHEREAS, the City’s Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 527-23 on November 14, 2023 to extend the grant term by three years and increase the grant amount to approve the first amendment; and

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **December 15, 2022** between Contractor and City.
- 1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

- 2.1 **Term of the Agreement.** Article 2. Term of the Agreement currently reads as follows:
 - 2.1 The term of this Agreement shall commence on **December 15, 2022** and expire on **November 30, 2023**, unless earlier terminated as otherwise provided herein.
 - 2.2 The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on **December 15, 2022** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein.
 - 2.2 The City may extend this Agreement beyond the termination date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”
- 2.2 **Compensation.** Section 3.3 Compensation of the Agreement currently reads as follows:

3.3 Compensation.

- 3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for goods and/or Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Seven Million Nine Hundred Thirty One Thousand Three Hundred Forty Two Dollars (\$7,931,342)**. The

breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

- (a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **One Million Thirty Four Thousand Five Hundred Twenty Three Dollars (\$1,034,523)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor 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. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.

Contractor is not entitled to any payments from City until City approves the goods and/or Services, delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

- 3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

- 3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.7 or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft

Supplier Name and ID, Item numbers, complete description of goods delivered or Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System).

3.3.6 Getting paid by the City for goods and/or services.

- (a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.
- (b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 Grant Funded Contracts.

- (a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.
- (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.
- (c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.8 Payment Terms.

- (a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days,

measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

- (b) **Reserved. (Payment Discount Terms).**
- (c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

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

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for goods and/or Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Twenty Seven Million Two Hundred Ninety Six Thousand Nine Hundred Ninety Three Dollars (\$27,296,993)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

- (a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **Two Million Six Hundred Sixty Thousand Eight Hundred Ninety Two Dollars (\$2,660,892)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor 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. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.

Contractor is not entitled to any payments from City until City approves the goods and/or Services, delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.7 or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers, complete description of goods delivered or Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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- (a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.
- (b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

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- (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.
- (c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.8 Payment Terms.

- (a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.
- (b) **Reserved. (Payment Discount Terms).**
- (c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

2.3 Additional City Compliance Requirements is hereby added to this Agreement.

10.21 Reserved. (Additional City Compliance Requirements).

2.4 Appendices. Section 12.1 Appendices of the Agreement is hereby deleted and replaced in its entirety to read as follows:

12.1. Appendices. 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, City and County of San Francisco Business Associate Agreement

- 2.5** **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 December 1, 2023) for the period of December 15, 2022 to June 30, 2026.
- 2.6** **Appendix B, Budget** of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated December 1, 2023) for the period of December 15, 2022 to June 30, 2026.
- 2.7** **Appendix C, Method of Payment** of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated December 1, 2023).

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

FIVE KEYS SCHOOLS AND ROGRAMS

DocuSigned by:
Shireen McSpadden
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DocuSigned by:
Steve Good
A6BBD549EEFD413...

Shireen McSpadden
Director
Department of Homelessness and Supportive
Housing

Steve Good
Executive Director
City Supplier Number: 0000011181

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Adam Radtke
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Adam Radtke
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: DocuSigned by:
Sailaja Kurella
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Sailaja Kurella

**Appendix A, Services to be Provided
by
Five Keys Schools and Programs
Ellis Semi-Congregate Shelter**

I. Purpose of Contract

The purpose of the contract is to provide operations, support services and property management in a semi-congregate shelter (SCS) site on a time-limited and as-needed basis to the served population.

II. Served Population

Grantee shall serve Semi-congregate Shelter Program participants (also referred to as “guests”) who are adults, without custody of minor children, experiencing homelessness. SCS Program Participants have no fixed, regular, and adequate nighttime residence, are unsheltered and have a need for adequate emergency nighttime sleeping accommodations. Individuals are referred for placement from Shelter-In-Place (SIP) hotels by the Department of Homelessness and Supportive Housing (HSH) (and/or through another shelter placement process approved by HSH).

III. Referral and Prioritization

Contractor shall provide services to individuals who meet the Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes. HSH will prioritize individuals with Housing Referral Status for placement at this site.

IV. Description of Services

Contractor shall provide operations, services and property management to ensure the health and safety of participants and the security, cleanliness, and maintenance of the site(s), in accordance with the HSH [Temporary Shelter Operations Manual](#)¹ which may be revised from time to time, and which is incorporated herein and made part of this Agreement by reference.

Contractor shall adhere to the Shelter Standards of Care Legislation² unless otherwise directed by the City in cases of public health or other emergencies.

Contractor shall provide services to guests listed in Appendix B, Budget (“Client Counts” tab), unless City requires Contractor to serve fewer guests in order to maintain the health and safety of guests in accordance with City requirements, or in order to reduce site census to prepare for conversion from temporary shelter to permanent housing use.

A. Operations:

1. Reservations: Contractor shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.

¹ HSH Providers Connect: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>

² Including, but not limited to Shelter Standards of Care, as applicable:

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

2. Accommodations: Contractor shall provide clean bedding according to the Shelter Standards of Care.
3. Meals: Contractor shall coordinate and facilitate ordering, receipt, and tracking meal use by guests.
4. Storage: Contractor shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
5. Safety and De-Escalation: Contractor shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Contractor and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Guests must turn in all weapons to safety and de-escalation personnel at intake. Firearms will be turned over immediately to the San Francisco Police Department. Other weapons will be logged and stored by safety and de-escalation personnel in a safe and secure lockbox, logged and returned to guests upon the end of their stay in the program;
 - c. Utilization of a system by which possessions may be checked, logged and safely and securely stored, as directed;
 - d. Regular patrol of the site and surrounding program area, to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - e. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - f. Assistance with conflict de-escalation and crisis management.
6. Guest Referral and Intake Services: Contractor shall use the City approved system and methods to provide daily updates to the guest roster and number of available units. Only individuals referred via the City approved referral protocols will be placed into an available unit at the site. Contractor shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program. As appropriate, Contractor shall be responsible for assigning Guest rooms.
7. Wind Down: The program site at 685 Ellis Street is slated for eventual conversion to permanent supportive housing on a timeline that is yet to be determined. Contractor shall partner with HSH to plan for the wind down of shelter operations in advance of conversion. Upon 60 days' notice from the City, Contractor shall gradually wind down the site census by ceasing new intakes and supporting guest

transfers as required, and shall operate at skeleton staffing levels until program closure.

B. Shelter Support Services:

Contractor shall serve all shelter participants with a low barrier, harm reduction model, with limited rules, focused on specific participant actions rather than functional addictions or problems. Support Services shall include, but are not limited, to the following:

1. Intake: Contractor shall engage, inform, and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis;
2. Contractor shall provide a program that is pet-friendly, as well as accommodating to companion, service and support animals;
3. Contractor shall provide a method to control access, track participants and manage/document participation by collaborating with services partners who are at the program site;
4. Contractor shall provide written notice or warning to participants related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement. All written notice or warnings shall be shared with support services staff;
5. Orientation: Contractor shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings;
6. Assessment and Individual Housing-focused Service Plan: Site guests who were part of the Shelter-In-Place (SIP) hotel system were previously matched to housing and are currently in the housing placement process. Contractor shall conduct a support services assessment to document participant needs. Contractor shall create housing-focused service plans based on intake and assessment information. Housing-focused service plans shall include issues identified by the participant and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the participant's stay;
7. Engagement: Contractor shall actively engage with participants to support their connection to needed services, progress on their individual housing-focused service plans and end participant homelessness. Contractor shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Contractor shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of

placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other shelter participants;

8. Case Management:
 - a. Contractor shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
 - b. Contractor shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Contractor shall use these interactions to present placement options that are individual and couple focused, as appropriate to participant situation and needs.
 - c. Contractor shall partner with HSH staff and Coordinated Entry (CE) Housing Navigation staff to assist participants in Housing Referral Status Stays with immediately applying for and timely securing the required documents needed to become “document ready” for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Contractor shall communicate with HSH staff and the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the ONE System via the protocol developed by HSH. Contractor shall proactively engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.
9. Referrals and Coordination of Services: Contractor shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Contractor shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Contractor shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual’s independence (e.g. In-Home Support Services); and
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
10. Support Groups, Social Events and Organized Activities: Contractor shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Contractor has approved, who understand and adhere to confidentiality

and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.

11. Wellness Checks: Contractor shall conduct Wellness Checks two times daily in accordance with HSH policy to assess the safety of all participants at the Site.
12. Reasonable Accommodations, transfers and other supports: Contractor shall provide guests reasonable accommodations, transfers, and other supports.
13. Exit planning:
 - a. Contractor shall provide exit planning including, but not limited to communication and coordination with outside service providers to support a participant's transition to a more permanent setting.
 - b. Contractor shall provide exit planning to participants preparing to leave the shelter for any number of reasons, including but not limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program.

C. Property Management: Property Management services shall include, but are not limited to, the following:

1. Building Service Payments: Contractor shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
2. Front Desk Coverage: Contractor shall provide front desk coverage 24 hours per day, seven days per week.
3. Room Inspections (see Section VIII): Contractor shall inspect Participant Rooms on a weekly basis to check for working smoke detectors, evidence of water damage, hoarding and cluttering of property, evidence of candles or other fire sources, and any other health or safety issues.

A. Stewardship of the Lease:

1. Grantee shall provide HSH with a copy of the lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the lease agreement.

V. Time and Location of Services

Contractor shall provide services at 685 Ellis Street, San Francisco, CA, 94109.

Contractor shall provide Property Management services 24 hours a day, seven days a week, either on-site or on-call. Contractor shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

A. Program Support: Contractor shall provide programmatic support, including, but not limited to:

1. Hiring and supervision of on-site staff and any subcontractors;
2. Onboarding and orienting on-site staff (e.g. Contractor staff, subcontractors, other service providers) to program documents, policies, and procedures; and
3. Data entry and reporting.

B. Staffing and Volunteers:

1. Contractor shall staff the site 24 hours per day/7 days per week.
2. Contractor shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
3. Contractor shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
4. Contractor shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.

C. Guest Record Keeping and Files:

1. Contractor shall maintain confidential guest files guests, active and previously active, and support service usage.
2. Contractor shall maintain confidential files regarding complaints, grievances, warnings, and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.

3. Contractor shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.
4. Contractor shall upload copies of participant documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
5. Contractor shall document outcomes related to every participant exit. Contractor shall collect data on the reason for exit, location upon exit, and other information related to exit tracking, and report this data to HSH upon request.

D. Meals and Food Safety:

Contractor shall meet the following meal-related requirements:

1. Offer two guest meals per day unless instructed otherwise by the City in an emergency (or in a public health emergency), and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Contractor shall ensure that at least one staff member responsible for food handling and service has a valid Food Safety Certification.

E. Building Operations:

1. Contractor shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards. Contractor shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance and provide pest control services as needed.
 - a. Contractor shall notify HSH immediately in the event of a Notice of Violation by the Department of Building Inspection (DBI), Department of Public Health (DPH), or another City agency.
2. Contractor shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Contractor staff. Contractor shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair (see Section H: Routine Building Maintenance)
3. Contractor shall promptly make repairs to the building and pay the City's prevailing wage rates when contracting for repair services.
4. Contractor shall maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff.

5. Contractor shall provide building security.
6. Laundry: Contractor shall ensure guest laundry service is available.
7. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional.
8. Cleaning and Janitorial Services:
 - a. Contractor shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
 - b. Biohazard Cleaning: Contractor shall coordinate with cleaning vendor(s) to ensure that sites receive deep cleaning in the event of a death in a room or unit.
 - c. Guest Room Transition Cleaning: Contractor shall provide cleaning services upon guest room transition.
9. Personal Protective Equipment (PPE): Contractor shall be responsible for monitoring PPE utilization and maintaining supply of PPE.
10. Storage: Contractor shall provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).

F. Guest Services:

1. Contractor shall post the shelter rules as required by S.F. Administrative Code Sec. 20.18-4(a).
2. Program Participant Agreement Enforcement, Written Notices and Exit Prevention:
 - a. Contractor shall provide written notice to participants regarding issues that may impact housing stability including, but not limited to, program violations or warnings in accordance with the Shelter Grievance Policy, S.F. Administrative Code Chapter 20, Article XVIII.
 - b. Contractor shall notify participants when the Participant Agreement ends.

- G. Routine Building Maintenance: Contractor shall maintain the facility in sanitary, safe and continually usable condition for its intended purposes, post protocol and forms for participant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance is defined as routine, recurring, and usual work for the preservation, protection, and intended use of the facility, and shall also include the following services:

1. Developing a preventative maintenance schedule for review and approval by HSH;
2. Monitoring adherence to the approved schedule; and
3. Paying prevailing wages for Routine Building Maintenance work as required by City, and keep certified payroll records documenting such payments for submission as instructed by HSH.

H. Good Neighbor Policies:

Contractor shall maintain a good relationship with the neighborhood in which the shelter is located, including:

1. Contractor shall collaborate with HSH, SFPD, Department of Public Works (DPW), Department of Public Health (DPH), other relevant City agencies, and the neighborhood to ensure that neighborhood concerns about the facility are heard and addressed;
2. Contractor shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings;
3. Contractor shall provide a means for neighbors to raise issues and concerns. Contractor shall provide consistent and timely responses;
4. Contractor management staff is available to respond to neighbors within 24 hours, if reasonable;
5. Contractor shall minimize the impact of guests entering, exiting, or waiting for services. The shelter will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests;
6. Contractor shall actively discourage and address excessive noise from program guests and others who may be just outside the program site;
7. Contractor shall actively discourage loitering in the area immediately surrounding the program. Coordinate with other service providers and City agencies, as necessary, to address this issue;
8. Contractor shall, in conjunction with the HSH and other City agencies, inform neighborhood businesses and residents of the services available at the shelter and how individuals are referred; and
9. Summon law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operations Center (HSOC), and/or Department of Public Works

(DPW), as needed to address safety, cleanliness, and/or encampment issues on the block.

I. Feedback, Complaint and Follow-up Policies:

Contractor shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. Shelter Community Meetings: Contractor shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Contractor should set up the means to provide feedback at future community meetings or by other means;
2. Complaint Process: Contractor shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response;
3. Contractor shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, satisfaction and assess the effectiveness of services and systems within the program. Contractor shall offer assistance to the served population regarding completion of the survey in a confidential way if the written format presents any problem; and
4. Contractor shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

J. Communications, Trainings and Meetings:

Contractor shall keep the City informed of program operations and comply with applicable City policies and requirements including, but not limited to:

1. Regular communication to the City and assigned Program Manager about the implementation of the program;
2. Media requests;
3. Data or documentation requests;
4. Attendance of meetings, as needed;
5. Attendance of trainings, as requested;
6. Contractor shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural

competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement). Contractor shall also provide training on the Shelter Training Manual;

7. Attendance at the Shelter Monitoring Committee meetings;
 8. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service³ unless Contractor is otherwise dictated by City emergency requirements;
 9. Adherence to the City service/companion/support animal policy;
 10. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH); and
 11. When applicable, adherence to all State and local COVID and public health safety mandates and guidelines.
- K. Case Conferences: As needed and when the conference involves a current or former guest of the program, Contractor shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- L. Admission Policy: Contractor shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that guests are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- M. Disaster and Emergency Response Plan: Contractor shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. The Plan shall include an emergency evacuation plan and protocol, as appropriate. Contractor shall update the site plan as needed and Contractor shall train all employees regarding the provisions of the plan for their sites.
- N. Data Standards:

³ HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process⁴, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
 2. Records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards.
 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
 5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- O. Record Keeping, Documentation, and Files: Contractor shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- P. Harm Reduction: Contractor shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Contractor staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

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

Q. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

R. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

VII. Wellness Checks

Wellness checks shall be performed at least twice a day for every guest. Ideally, guests work with providers to set the wellness check cadence that feels right to them, within these parameters.

Wellness checks shall be conducted in a way that is sensitive to the likelihood of a guest's history of trauma and sense of violation or loss of dignity. All activities must be documented and specify a plan for following up on any identified facilities or supportive service needs.

VIII. Room Inspections

Room inspections involve staff entering the guest's room specifically to assess the condition of the room and its furniture and fixtures, and to identify and resolve any concerns regarding safety or habitability.

Contractor must conduct room inspections for each guest at least once weekly and include documentation and follow-up on identified needs for repairs or other interventions.

IX. Emergency safety checks

Staff may enter a guest's room when there is reason to believe a guest is at immediate and substantial risk due to a medical, psychiatric, or facilities-related emergency. Staff performing an Emergency Safety Check will announce themselves and state the purpose of their visit, wait a few minutes for a response, and unlock the door if the guest does not do so themselves.

X. Service Objectives

Contractor shall achieve the following services objectives:

B. Contractor shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.

- C. Contractor shall ensure that each unit, upon turnover, is clean and/or repaired within 14 days.
- D. For participants who are not active CAT A or CAT B Subsidy Program Participants, Contractor shall utilize intake and assessment information with partnering service providers to identify options and create a housing-focused service plan for 95 percent of participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- E. For participants who are not active CAT A or CAT B Subsidy Program Participants, Ninety percent of participants shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.
- F. Contractor shall meet or exceed 95 percent data quality in Get Care (RTZ) as measured through data input into the RTZ System.
- G. Contractor shall conduct quarterly meal satisfaction surveys with at least 70 percent of participants using this survey: <https://forms.gle/qijPd2TAP9gc9jrP6>. Contractor shall complete the first survey within six weeks of beginning operations under this Agreement.
- H. Contractor shall submit all requested property maintenance and repair reports on a timely basis to HSH.

XI. Outcome Objectives

Contractor shall achieve the following outcome objectives:

- A. For participants who are not active CAT A or CAT B Subsidy Program Participants, 50 percent of guests referred will have received problem solving and/or CE assessment within 15 business days of move-in.
- B. Eighty percent of Housing Referral Status participants will meet document readiness standards within six months of initial intake.
- C. One Hundred percent of all staff will have completed the required annual trainings.
- D. Seventy five percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.

XII. Reporting Requirements

Contractor shall input required data, such as when applicable, but not limited to the Online Navigation and Entry (ONE) system, CHANGES, RTZ and CARBON, as directed by the City.

- A. Census and Exits: Contractor 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.
- B. Evaluative Studies: Contractor shall participate, as requested by the City, in evaluative studies designed to show the effectiveness of Contractor's services. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor or within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- C. Contractor shall report to HSH Program Manager any unit that will be off-line due to turnover or damage for more than seven days.
- D. Contractor shall report vacancies to HSH in a timely fashion according to established procedures and process all participant referrals in the pre-established timeframe. When required by HSH, Contractor shall enter participant data in the ONE System.
- E. On a monthly basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service.
 - 1. Referencing the tasks as described in the Service and Outcome Objectives sections;
 - 2. The occupancy rate; and
 - 3. The number of new placements.
- F. On a quarterly basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - 1. Average number of days to turn over units; and
 - 2. Report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data.
- G. On an annual basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
 - 1. Summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Contractor; and
 - 2. The number of program exits.
- H. Grantee shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual

(<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by the U.S. Department of Housing and Urban Development and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

- I. Contractor shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Contractor's services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and any Contractor response will become part of the official report.
- J. Contractor shall adhere to the Department's [Critical Incident Report Policy](#) and report critical incidents to the Department using the Critical Incident Report [forms](#). Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services. Contractor shall report Critical Incidents in accordance with City instructions and any published policies/procedures and use the City provided [forms](#).
- K. Contractor shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.
- L. For assistance with reporting requirements or submission of reports, contact the assigned Contracts Analyst(s) and Program Manager(s).

XIII. Monitoring Activities

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, such as, but not limited to, the following: participant files, review of the Contractor'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.
 1. Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.
- B. Fiscal Compliance and Contract Monitoring: Contractor is subject to fiscal monitoring, such as, but not limited to, the following: review of the Contractor'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.

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	12/1/2023		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	12/15/2022	11/30/2023	1
Amended Term	12/15/2022	6/30/2026	4
Provider Name	Five Keys Schools and Programs		
Program	Ellis Semi-Congregate Shelter		
FSP Contract ID#	1000027534		
Action (select)	Amendment		
Effective Date	12/1/2023		
Budget Name	HHAP 2/3 - Shelter		

	Current	New	
Term Budget	\$ 6,896,819	\$ 24,636,101	
Contingency	\$ 1,034,523	\$ 2,660,892	15%
Not-To-Exceed	\$ 7,931,342	\$ 27,296,993	

	EXTENSION YEAR			EXTENSION YEAR			EXTENSION YEAR			EXTENSION YEAR			All Years		
	Year 1			Year 2			Year 3			Year 4			All Years		
	12/15/2022 - 11/30/2023	12/15/2022 - 11/30/2023	12/15/2022 - 11/30/2023	12/1/2023 - 6/30/2024	12/1/2023 - 6/30/2024	12/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	12/15/2022 - 11/30/2023	12/15/2022 - 6/30/2026	12/15/2022 - 6/30/2026
	Current	Amendment	New	Current	Amendment	New	Current	Amendment	New	Current	Amendment	New	Current	Amendment	New
Expenditures															
Salaries & Benefits	\$ 5,028,519	\$ -	\$ 5,028,519	\$ -	\$ 2,933,303	\$ 2,933,303	\$ -	\$ 5,028,519	\$ 5,028,519	\$ -	\$ 5,028,519	\$ 5,028,519	\$ 5,028,519	\$ 12,990,340	\$ 18,018,859
Operating Expense	\$ 942,628	\$ -	\$ 942,628	\$ -	\$ 549,866	\$ 549,866	\$ -	\$ 942,628	\$ 942,628	\$ -	\$ 942,628	\$ 942,628	\$ 942,628	\$ 2,435,122	\$ 3,377,750
Subtotal	\$ 5,971,147	\$ -	\$ 5,971,147	\$ -	\$ 3,483,169	\$ 3,483,169	\$ -	\$ 5,971,147	\$ 5,971,147	\$ -	\$ 5,971,147	\$ 5,971,147	\$ 5,971,147	\$ 15,425,462	\$ 21,396,609
Indirect Percentage	15.00%		15.00%	15.00%		15.00%	15.00%		15.00%	15.00%		15.00%			
Indirect Cost (Line 22 X Line 23)	\$ 895,672	\$ -	\$ 895,672	\$ -	\$ 522,475	\$ 522,475	\$ -	\$ 895,672	\$ 895,672	\$ -	\$ 895,672	\$ 895,672	\$ 895,672	\$ 2,313,819	\$ 3,209,491
Other Expenses (Not subject to indirect %)	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000
Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 6,896,819	\$ -	\$ 6,896,819	\$ -	\$ 4,005,644	\$ 4,005,644	\$ -	\$ 6,866,819	\$ 6,866,819	\$ -	\$ 6,866,819	\$ 6,866,819	\$ 6,896,819	\$ 17,739,282	\$ 24,636,101
HSH Revenues (select)															
Homeless Housing, Assistance and Prevention Program (HHAP) 2	\$ 6,075,644		\$ 6,075,644								\$ 6,866,819	\$ 6,866,819	\$ 6,075,644	\$ 6,866,819	\$ 12,942,463
Homeless Housing, Assistance and Prevention Program (HHAP) 3	\$ 821,175		\$ 821,175		\$ 4,005,644	\$ 4,005,644		\$ 6,866,819	\$ 6,866,819		\$ -	\$ -	\$ 821,175	\$ 10,872,463	\$ 11,693,638
Total HSH Revenues	\$ 6,896,819	\$ -	\$ 6,896,819	\$ -	\$ 4,005,644	\$ 4,005,644	\$ -	\$ 6,866,819	\$ 6,866,819	\$ -	\$ 6,866,819	\$ 6,866,819	\$ 6,896,819	\$ 17,739,282	\$ 24,636,101
Other Revenues (to offset Total Expenditures)															
Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total HSH + Other Revenues	\$ 6,896,819	\$ -	\$ 6,896,819	\$ -	\$ 4,005,644	\$ 4,005,644	\$ -	\$ 6,866,819	\$ 6,866,819	\$ -	\$ 6,866,819	\$ 6,866,819	\$ 6,896,819	\$ 17,739,282	\$ 24,636,101
Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Prepared by	Elyse Graham
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NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.

Template last modified	7/26/2022
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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

OPERATING DETAIL

Document Date	12/1/2023
Provider Name	Five Keys Schools and Programs
Program	Ellis Semi-Congregate Shelter
FSP Contract ID#	1000027534
Budget Name	HHAP 2/3 - Shelter

	Year 1			EXTENSION YEAR			EXTENSION YEAR			EXTENSION YEAR			All Years		
	12/15/2022 - 11/30/2023	12/15/2022 - 11/30/2023	12/15/2022 - 11/30/2023	12/1/2023 - 6/30/2024	12/1/2023 - 6/30/2024	12/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	12/15/2022 - 11/30/2023	12/15/2022 - 6/30/2026	12/15/2022 - 6/30/2026
	Current	Amendment	New	Current	Amendment	New	Current	Amendment	New	Current	Amendment	New	Current	Modification	New
	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
Operating Expenses															
Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 185,000	\$ -	\$ 185,000	\$ 107,917	\$ -	\$ 107,917	\$ 185,000	\$ -	\$ 185,000	\$ 185,000	\$ -	\$ 185,000	\$ 185,000	\$ 477,917	\$ 662,917
Office Supplies, Postage	\$ 10,000	\$ -	\$ 10,000	\$ 5,833	\$ -	\$ 5,833	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 25,833	\$ 35,833
Building Maintenance Supplies and Repair	\$ 253,828	\$ -	\$ 253,828	\$ 148,066	\$ -	\$ 148,066	\$ 253,828	\$ -	\$ 253,828	\$ 253,828	\$ -	\$ 253,828	\$ 253,828	\$ 655,722	\$ 909,550
Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 15,000	\$ -	\$ 15,000	\$ 8,750	\$ -	\$ 8,750	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ 38,750	\$ 53,750
Staff Training	\$ 20,000	\$ -	\$ 20,000	\$ 11,667	\$ -	\$ 11,667	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ 51,667	\$ 71,667
Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning/Janitorial Supplies	\$ 38,000	\$ -	\$ 38,000	\$ 22,167	\$ -	\$ 22,167	\$ 38,000	\$ -	\$ 38,000	\$ 38,000	\$ -	\$ 38,000	\$ 38,000	\$ 98,167	\$ 136,167
Cable/Internet	\$ 15,000	\$ -	\$ 15,000	\$ 8,750	\$ -	\$ 8,750	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ 38,750	\$ 53,750
Fire Panel /Security Monitoring Contract	\$ 16,000	\$ -	\$ 16,000	\$ 9,333	\$ -	\$ 9,333	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	\$ 41,333	\$ 57,333
Guest Laundry	\$ 41,000	\$ -	\$ 41,000	\$ 23,917	\$ -	\$ 23,917	\$ 41,000	\$ -	\$ 41,000	\$ 41,000	\$ -	\$ 41,000	\$ 41,000	\$ 105,917	\$ 146,917
Guest Vouchers	\$ 1,000	\$ -	\$ 1,000	\$ 583	\$ -	\$ 583	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ 2,583	\$ 3,583
Guest Supplies (hygiene, etc)	\$ 76,000	\$ -	\$ 76,000	\$ 44,333	\$ -	\$ 44,333	\$ 76,000	\$ -	\$ 76,000	\$ 76,000	\$ -	\$ 76,000	\$ 76,000	\$ 196,333	\$ 272,333
Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 37,000	\$ -	\$ 37,000	\$ 21,583	\$ -	\$ 21,583	\$ 37,000	\$ -	\$ 37,000	\$ 37,000	\$ -	\$ 37,000	\$ 37,000	\$ 95,583	\$ 132,583
Guest Transportation	\$ 1,800	\$ -	\$ 1,800	\$ 1,050	\$ -	\$ 1,050	\$ 1,800	\$ -	\$ 1,800	\$ 1,800	\$ -	\$ 1,800	\$ 1,800	\$ 4,650	\$ 6,450
Pest Control	\$ 85,000	\$ -	\$ 85,000	\$ 49,583	\$ -	\$ 49,583	\$ 85,000	\$ -	\$ 85,000	\$ 85,000	\$ -	\$ 85,000	\$ 85,000	\$ 219,583	\$ 304,583
Elevator Repair / Maintenance	\$ 72,000	\$ -	\$ 72,000	\$ 42,000	\$ -	\$ 42,000	\$ 72,000	\$ -	\$ 72,000	\$ 72,000	\$ -	\$ 72,000	\$ 72,000	\$ 186,000	\$ 258,000
Meals	\$ 76,000	\$ -	\$ 76,000	\$ 44,333	\$ -	\$ 44,333	\$ 76,000	\$ -	\$ 76,000	\$ 76,000	\$ -	\$ 76,000	\$ 76,000	\$ 196,333	\$ 272,333
TOTAL OPERATING EXPENSES	\$ 942,628	\$ -	\$ 942,628	\$ -	\$ 549,866	\$ 549,866	\$ -	\$ 942,628	\$ 942,628	\$ -	\$ 942,628	\$ 942,628	\$ 911,628	\$ 2,435,122	\$ 3,377,750
Other Expenses (not subject to indirect cost %)															
One Time Start Up Costs	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
TOTAL OTHER EXPENSES	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
Capital Expenses															
TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HS# 3															Template last modified 7/26/2022

BUDGET NARRATIVE

Fiscal Year

HHAP 2/3 - Shelter	FY23-24		<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective		
<u>Salaries & Benefits</u>	<u>Adjusted</u>	<u>Budgeted</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
Co-Director Housing	0.10	\$ 13,388	Oversees 5 Keys housing sites	0.17 FTE at \$130,000 salary =	Brandi Marshall
Deputy Director Operations	0.10	\$ 10,413	Assist and support Site Directors in data tracking, compliance, and reporting	0.17 FTE at \$105,000 salary =	Alysha Galindo
Deputy Director Guest Services	0.10	\$ 9,295	Ensures that all residents and treated with excellent customer services, and	0.17 FTE at \$93,730 salary =	Jamil Wilson
Assistant Site Director	0.58	\$ 47,250	Provides support in overseeing Site 34 operations	1 FTE at \$81,000	Mike Renteria
Admin Coordinator	0.18	\$ 13,125	Assist and organize management team in administrative tasks, compliance and	0.3 FTE at \$75,000 salary =	Maria Cornejo
Shift Supervisors	2.68	\$ 196,232	Oversight of shift activities and staffing, accountability, safety, emergency	4.4 FTE at \$73,130 salary =	Multiple
Guest Intake & Information Coordinator	0.58	\$ 33,731	Oversees intake and processing of guests at site	1 FTE at \$57,824	Starr Richard
Activities Coordinator	0.29	\$ 16,865	Engage and organize guests, plan activities and events, perform quality assurance	0.25 FTE at \$57,824 salary =	TBD
Hiring Specialist	0.10	\$ 8,330	Recruit, screen, interview, hire and onboard applicants for all sites	0.25 FTE at \$84,000 salary =	Johnathon Cross
Care Coordinator	2.63	\$ 173,670	Provides Care Coordination and exit planning, compliance, to ensure coordination	4 FTE at \$66,160 salary =	Multiple
Ambassadors (including Security)	29.40	\$ 1,412,053	Ensure guest safety and comfort, de-escalate conflicts, provide access to food,	21 shifts * 10 ambassadors/5	Multiple
HR Generalist	0.10	\$ 8,665	Provides work in HR compliance, employee escalations, and employee status	0.17 FTE at \$87,379 salary =	Christine Haverick
Data Tracking Specialist	0.12	\$ 7,583	Tracks data and information about guests and site operations	0.2 FTE at \$65,000 salary =	Starr Richard
Property Manager	0.58	\$ 43,281	Oversee all operational and maintenance functions at the site and serve as the	Number of weeks from July	Kojak Somphong
Maintenance Staff	0.58	\$ 37,917	Provides maintenance to building fixtures and guest rooms	1 x 74,196	Robert Wildman
Housekeeping Staff	1.17	\$ 58,581	Clean facilities, empty trash, clear grounds, clean high touch areas, ensure facilities	1 x 65,000	Multiple
TOTAL	39.59	\$ 2,125,582			
<u>Employee Fringe Benefits</u>			<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 38% of</u>		
		\$ 807,721	<u>total salaries.</u>		
Salaries & Benefits Total		\$ 2,933,303			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ -		
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 107,917	PGE 4k/mo, water 5k/mo,	
Office Supplies, Postage	\$ 5,833	Supplies necessary for administrative tasks, paper, binders, labels, clipboards,	
Building Maintenance Supplies and Repair	\$ 148,066	Building Maintenance supplies and repairs	
Printing and Reproduction	\$ -		
Insurance	\$ 8,750	Liability operating insurance	
Staff Training	\$ 11,667	Providing ongoing training to staff to improve performance and knowledge	
Staff Travel-(Local & Out of Town)	\$ -		
Rental of Equipment	\$ -		
Cleaning/Janitorial Supplies	\$ 22,167	Chemicals, tools and equipment used to clean facilities	
Cable/Internet	\$ 8,750	Internet service	
Fire Panel /Security Monitoring Contract	\$ 9,333	Contract costs for fire prevention measures	
Guest Laundry	\$ 23,917	Guest laundry materials, processing, and transportation	
Guest Vouchers	\$ 583	Guest voucher	
Guest Supplies (hygiene, etc)	\$ 44,333	Clothing, medically necessary food, activities supplies, special events, trainings, pet	
Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 21,583	Uniforms, First Aid Kits, AEDs, badges and lanyards, Radios, food and coffee	
Guest Transportation	\$ 1,050	Guests attending medical and housing appointments	
Pest Control	\$ 49,583	Pest Control	
Elevator Repair / Maintenance	\$ 42,000	Elevator Maintenance contract and repair	
TOTAL OPERATING EXPENSES	\$ 549,866		
Indirect Cost	15.0%	\$ 522,475	

Appendix C, Method of Payment

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

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

B. Invoicing System:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

C. Reserved. (Line Item Variance).

D. Spend Down

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

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.

- b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.

- 2. All documentation requested by and submitted to HSH must:
 - a. Be easily searchable (e.g., PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors.

- 3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

Homeless Housing, Assistance, and Prevention Program (HHAP) 2 & 3	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <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>

Homeless Housing, Assistance, and Prevention Program (HHAP) 2 & 3	
Type	Instructions and Examples of Documentation
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.</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 revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p>

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

III. Reserved. (Advances or Prepayments).

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

Appendix D, City and County of San Francisco Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Five Keys Schools and Programs (“Contractor”), the Business Associate (“BA”), dated December 15, 2022 (FSP Contract ID# 1000027534) (“Contract”). To the extent that the terms of the Contract are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

CE, by and through the Department of Homelessness and Supportive Housing (“HSH”), wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).

For purposes of the Contract And this BAA, CE requires Contractor, even if Contractor is also a covered entity under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to comply with the terms and conditions of this BAA as a BA of CE.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

- A. Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the

HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

- B. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Part 164, Subpart D.
- C. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- E. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- G. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- H. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- I. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- J. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

- K. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
- L. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- M. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- N. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- O. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- A. User Training.** The BA shall provide, and shall ensure that BA subcontractors provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.
- B. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as

necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

C. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

D. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

E. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and

documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

- F. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- G. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- H. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- I. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected

Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- J. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- K. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- L. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- M. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- N. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the

BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

- A. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]
- B. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- C. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- D. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- E. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.