

BOARD of SUPERVISORS



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## MEMORANDUM

HOMELESSNESS AND BEHAVIORAL HEALTH SELECT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Hillary Ronen, Chair  
Homelessness and Behavioral Health Select Committee

FROM: Stephanie Cabrera, Assistant Clerk

DATE: September 8, 2023.

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, September 12, 2023

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, September 12, 2023. This Resolution was acted upon at the Homelessness and Behavioral Health Select Committee meeting on Friday, September 8, 2023, at 10:00 a.m., by the votes indicated.

**Item No. 22                      File No. 230872**

**Resolution approving the second amendment to the grant agreement between Five Keys Schools and Programs and the Department of Homelessness and Supportive Housing (“HSH”) for shelter and support services at the Bayshore Navigation Center; extending the grant term by 33 months for a total term of January 1, 2021, through June 30, 2026; increasing the agreement amount by \$15,155,893 for a total amount not to exceed \$25,071,113; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.**

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Hillary Ronen - Excused  
Supervisor Rafael Mandelman - Aye  
Supervisor Shamann Walton - Excused  
Supervisor Myrna Melgar - Aye

Cc: Board of Supervisors  
Angela Calvillo, Clerk of the Board  
Alisa Somera, Legislative Deputy  
Anne Pearson, Deputy City Attorney

File No. 230872

Committee Item No. 4

Board Item No. 22

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: September 8, 2023

Board of Supervisors Meeting: \_\_\_\_\_ Date: September 12, 2023

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU - FY2022-2024 - Clean                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU - FY2022-2024 - Redline                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract / DRAFT Mills Act Agreement         |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                                     |                                     |                              |       |
|-------------------------------------|-------------------------------------|------------------------------|-------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | First Amendment 070123       | _____ |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Original Agreement 010121    | _____ |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | FYI Referral 073123          | _____ |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Committee Rpt Request 083123 | _____ |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | HSH PPT 090823               | _____ |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                              | _____ |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                              | _____ |

Prepared by: Stephanie Cabrera

Date: August 31, 2023

Prepared by: Stephanie Cabrera

Date: September 8, 2023

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Bayshore Navigation  
2 Center - Not to Exceed \$25,071,113]

3 **Resolution approving the second amendment to the grant agreement between Five**  
4 **Keys Schools and Programs and the Department of Homelessness and Supportive**  
5 **Housing (“HSH”) for shelter and support services at the Bayshore Navigation Center;**  
6 **extending the grant term by 33 months for a total term of January 1, 2021, through June**  
7 **30, 2026; increasing the agreement amount by \$15,155,893 for a total amount not to**  
8 **exceed \$25,071,113; and authorizing HSH to enter into any additions, amendments, or**  
9 **other modifications to the agreement that do not materially increase the obligations or**  
10 **liabilities, or materially decrease the benefits to the City.**

11  
12 WHEREAS, The mission of the Department of Homelessness and Supportive Housing  
13 (“HSH” or “Department”) is to prevent homelessness when possible and make homelessness  
14 rare, brief, and one-time in the City and County of San Francisco (“the City”) through the  
15 provision of coordinated, compassionate, and high-quality services; and

16 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the Board  
17 of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed San  
18 Francisco’s commitment to a continuum of shelter and service options for people experiencing  
19 homelessness; and

20 WHEREAS, As of the 2022 Point-in-Time Count, there were approximately 7,750  
21 people experiencing homelessness in San Francisco on any given night, 56% of whom were  
22 unsheltered; and

23 WHEREAS, The City is committed to offering a variety of shelter services focused on  
24 connecting people living unsheltered in our community to housing; and

1           WHEREAS, HSH opened the Bayshore Navigation Center (“Program”) at 125  
2 Bayshore Boulevard in 2018 as a low-barrier shelter program that offers more flexibility for  
3 partners, pets, and possessions than traditional congregate shelters and serves up to 128  
4 adults experiencing homelessness; and

5           WHEREAS, The nonprofit provider Five Keys Schools and Programs (“Five Keys”) has  
6 extensive experience operating shelters and has provided shelter and support services at the  
7 Program since it opened in 2018; and

8           WHEREAS, HSH entered into a grant agreement (“Agreement”) in 2021 for the term  
9 January 1, 2021, through June 30, 2023, in an amount not to exceed \$9,915,220 with Five  
10 Keys to continue to provide services at the Program, a copy of which is on file with the Clerk  
11 of the Board of Supervisors in File No. 230872; and

12           WHEREAS, Five Keys served 342 guests at the Program between July 1, 2022, and  
13 June 30, 2023; and

14           WHEREAS, HSH executed a no-cost first amendment in July 2023 that extended the  
15 Agreement term for Five Keys to continue to provide these services by three months to  
16 September 30, 2023, a copy of which is on file with the Clerk of the Board of Supervisors in  
17 File No. 230872; and

18           WHEREAS, The proposed second amendment (“Amendment”) to the Agreement  
19 would extend the Agreement for Five Keys to continue to provide these services by 33 months  
20 to June 30, 2026, and increase the not-to-exceed amount by \$15,155,893 for a total amount  
21 not to exceed \$25,071,113; and

22           WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of  
23 Supervisors in File No. 230872, substantially in final form, with all material terms and  
24 conditions included, and only remains to be executed by the parties upon approval of this  
25 Resolution; and

1           WHEREAS, The Amendment requires Board of Supervisors approval under Section  
2 9.118 of the Charter; now, therefore, be it

3           RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director  
4 of HSH (“Director”) or their designee to execute the Amendment to extend the current term of  
5 January 1, 2021, through September 30, 2023, to January 1, 2021, through June 30, 2026,  
6 and to increase the not to exceed amount by \$15,155,893 for a total amount not to exceed  
7 \$25,071,113; and, be it

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

14           FURTHER RESOLVED, That within 30 days of the Amendment being executed by all  
15 parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy  
16 for inclusion in File No. 230872; this requirement and obligation resides with HSH, and is for  
17 the purposes of having a complete file only, and in no manner affects the validity of the  
18 approved agreement.

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Recommended:

    /s/    

Shireen McSpadden  
Executive Director  
Department of Homelessness and Supportive Housing

<b>Item 4</b> <b>File 23-0872</b>	<b>Department:</b> Homelessness and Supportive Housing
<b>EXECUTIVE SUMMARY</b>	
<p><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve the second amendment to the City’s grant agreement with Five Keys Schools and Programs (Five Keys) for operation of the Bayshore Navigation Center, increasing the agreement’s not-to-exceed amount by \$15,155,893 to a revised not-to-exceed amount of \$25,071,113 and extending the grant term by 33 months through June 2026.</li> </ul> <p><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Bayshore Navigation Center is located at 125 Bayshore Boulevard and serves adults 18 and older, who are experiencing homelessness and are referred through the City’s centralized placement system.</li> <li>• On January 1, 2021, the City entered into a new grant agreement with Five Keys to operate the Bayshore Navigation Center. The agreement had a not-to-exceed amount of \$9,915,220 and an 18-month term ending June 30, 2023. On July 1, 2023, the parties amended the agreement, extending the term by three months until September 30, 2023 but did not change the not-to-exceed amount.</li> <li>• In FY 2022-23, the Bayshore Navigation Center served 342 unique clients according to HSH staff. Average occupancy from January to June of 2023 was 95.7 percent. Program monitoring for FY 2022-23 indicates that Five Keys met the grant agreement’s service and outcome objectives.</li> </ul> <p><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• Annual expenditures under the proposed amendment total \$4,680,771 which is \$215,835 (4.8 percent) than actual FY 2022-23 expenditures. This reflects implementation of the City’s nonprofit cost of doing business increases and increases in spending for a subcontract with Bayview Hunters Point Foundation to implement HSH’s wage equity and increased case management staffing.</li> <li>• Funding sources for the extended term include \$1,500,000 per year in state funding through the Homeless Housing, Assistance and Prevention program with General Fund revenues providing the remaining \$3,180,770 in proposed annual funding.</li> </ul> <p><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

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

**BACKGROUND**

**Current Grant Agreement**

On January 1, 2021, the City entered into a new grant agreement with Five Keys Schools and Programs (Five Keys) to operate the Bayshore Navigation Center, providing temporary shelter, case management, linkage to the supportive housing system and other services to guests experiencing homelessness. The agreement had a not-to-exceed amount of \$9,915,220, which included a \$818,688 contingency, and an 18-month term ending June 30, 2023. On July 1, 2023, the parties amended the agreement, extending the term by three months until September 30, 2023. The amended agreement reduced the contingency from \$818,688 to \$248,012 but did not change the not-to-exceed amount.

**Bayshore Navigation Center**

The Bayshore Navigation Center is located at 125 Bayshore Boulevard and serves adults 18 and older, who are experiencing homelessness and are referred through the City’s centralized placement system. In FY 2022-23, the Bayshore Navigation Center served 342 unique clients according to HSH staff. Average occupancy from January to June of 2023 was 95.7 percent. The agreement requires Five Keys to provide shelter services to 128 guests at any given time unless the City requires the grantee to serve fewer guests to maintain health and safety. According to HSH staff, capacity was reduced during the COVID-19 pandemic to accommodate six feet of space between beds based on public health guidance, and capacity increased to 128 beds in July 2023.

**System of Care**

The City’s navigation centers are intended to provide low-barrier temporary shelter to unhoused individuals, as well as linkage to supportive services. As of August 29, 2023, Navigation Centers had a capacity of 1,072 beds/units. The City’s 2022 homeless population was 7,754, of whom 4,397 people were unsheltered and 3,357 were sheltered, as measured by the Point-in-Time count.

**Selection of Provider**

HSH selected Five Keys based on authorities outlined in Chapter 21B of the Administrative Code, which allows HSH to award homeless service contracts without a competitive procurement process to expeditiously address the homelessness crisis. This code section sunsets in March 2024 or if the Point-in-Time Count falls below 5,250. According to HSH staff, the department selected Five Keys for these services based on the organization’s experience, past performance,

and ability to provide services in a timely manner. Five Keys has operated the Bayshore Navigation Center since it opened in 2018 and also operates the Embarcadero SAFE Navigation Center (File 23-0226).

### DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the City's grant agreement with Five Keys for operation of the Bayshore Navigation Center, increasing the agreement's not-to-exceed amount by \$15,155,893 to a revised not-to-exceed amount of \$25,071,113 and extending the grant term by 33 months through June 2026. The resolution would also authorize HSH to make future immaterial amendments.

Under the proposed amended grant, Five Keys would continue to provide the following services to 128 guests at any given time (unless the City requires fewer guests to be served to maintain health and safety):

- **Support services**, including intake, assessments of guest needs, engagement with guests to promote placement stability and connection to services, case management, assistance to obtain Medi-Cal, CalFresh, and County Adult Assistance Program benefits if eligible, wellness checks. Support groups, referrals and services coordination, and exit planning for guests preparing to leave the shelter; and
- **Emergency shelter services**, including reservation coordination, provision of safe and clean sleeping accommodations, provision of two meals per day on average, access to toilets and showers and other amenities, and other services.

#### Performance Monitoring

On June 30, 2023, following a site visit, HSH staff completed Program Monitoring for the Five Keys' operation of the Bayshore Navigation Center. According to the report, the grantee met all service and outcome objectives of the grant. However, capacity of the navigation center in June 2023 was 83 beds, which is lower than what is required under the agreement (128 beds, unless reduced by the City to maintain health and safety). According to HSH staff, capacity was reduced during the COVID-19 pandemic to accommodate six feet of space between beds based on public health guidance, and capacity increased to 128 beds in July 2023.

Program monitoring for FY 2022-23 indicates that Five Keys met the grant agreement's service and outcome objectives. However, the report noted that staff had not been entering Case Management Assessment forms into an online database and requested that Five Keys complete these assessments by August 15, 2023. Five Keys subsequently met this deadline according to HSH staff. The performance monitoring report did not require additional corrective actions and noted that the 10 case files reviewed were well organized and included other forms such as intake, case notes, service plans, and supervisor review forms.

#### Fiscal Monitoring

On July 14, 2022, Department of Children Youth and Their Families compliance staff informed Five Keys that a citywide fiscal and compliance monitoring review produced no findings. As part

of the review, staff reviewed 16 City contracts with the organization, including eight HSH contracts.

## FISCAL IMPACT

The proposed resolution would approve an amendment increasing the agreement's not-to-exceed amount by \$15,155,893 to a revised not-to-exceed amount of \$25,071,113. Annual expenditures under the proposed amendment total \$4,680,771, of which \$2,954,381 (63.1 percent) are salary and benefits expenditures for 39.06 full-time equivalent (FTE) positions. The proposed budget also includes \$921,622 per year in other expenses, including \$212,255 in FY 2023-24 ongoing cost of doing business increases for Five Keys and \$709,367 for subcontracted therapist, supervisor and case manager services provided by the Bayview Hunters Point Foundation. Exhibit 1 below shows a breakdown of annual budgeted expenditures.

### Exhibit 1: Proposed Annual Expenditures Under Contract Amendment, FY 2023-24

<b>Item</b>	<b>Amount</b>
Salaries & Benefits	\$2,954,381
Operating Expense	402,002
<i>Subtotal</i>	<i>\$3,356,383</i>
Indirect Cost (12%)	402,766
Other Expenses	921,622
<b>Total Annual Expenditures</b>	<b>\$4,680,771</b>

Source: Proposed amendment

Exhibit 2 below shows actual and budgeted expenditures by year.

**Exhibit 2: Actual and Budgeted Expenditures**

<b>Year</b>	<b>Amount</b>
1/1/2021 – 6/30/2021 (Actual)	\$1,439,367
7/1/2021 – 6/30/2022 (Actual)	3,014,571
7/1/2022 - 6/30/2023 (Actual)	4,464,936
<i>Subtotal, Actual Spending</i>	<i>\$8,918,874</i>
7/1/2023 - 6/30/2024 (Actual & Proposed)	4,680,771
7/1/2024 - 6/30/2025 (Proposed)	4,680,771
7/1/2025 - 6/30/2026 (Proposed)	4,680,771
<i>Subtotal, Projected</i>	<i>\$14,042,313</i>
Contingency (15% of Projected)	\$2,109,926
<b>Total Not to Exceed Amount</b>	<b>\$25,071,113</b>

Source: Proposed amendment

Annual budgeted expenditures during the extension period are \$215,835 (4.8 percent) greater for the proposed extension period than actual FY 2022-23 expenditures. This reflects implementation of the City's nonprofit cost of doing business increases and increases in spending for the subcontract with Bayview Hunters Point Foundation to implement HSH's wage equity and increased case management staffing, offset by decreases in indirect costs.

**Funding Sources**

Proposed funding sources for the extended term include \$1,500,000 per year in state funding through the Homeless Housing, Assistance and Prevention program; General Fund revenues provide the remaining \$3,180,770 in proposed annual funding.

**Actual Spending**

Actual spending under the existing contract totaled \$8.9 million through June 2023 with \$1.0 million (10 percent) of the existing contract amount remaining for expenditures through September 2023 according to HSH.

**RECOMMENDATION**

Approve the proposed resolution.



## San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230872

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

#### 1. FILING INFORMATION

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

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Bryn Miller	9784602875
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Five Keys Schools and Programs	<b>TELEPHONE NUMBER</b> (415) 734-3310
<b>STREET ADDRESS (including City, State and Zip Code)</b> 70 Oak Grove St, San Francisco, CA 94107	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 230872
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$25,071,113		
<b>NATURE OF THE CONTRACT (Please describe)</b> The second amendment to the grant agreement between Five Keys Schools and Programs and the Department of Homelessness and Supportive Housing ("HSH") for shelter and support services at the Bayshore Navigation Center, which extends the grant term by 33 months for a total term of January 1, 2021, through June 30, 2026 and increases the agreement amount by \$15,155,893 for a total amount not to exceed \$25,071,113.		

7. COMMENTS

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

**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Eaton	Tijanna	Board of Directors
2	Schwartz	Sunny	Board of Directors
3	Ginorio	Delia	Board of Directors
4	Horne	Freya	Board of Directors
5	Miyamoto	Paul	Board of Directors
6	Hennessey	Michael	Board of Directors
7	Good	Steve	CEO
8	West	Antonette	CFO
9	Graham	Elyse	COO
10	Bayview Hunters Pt. Found.		Subcontractor
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**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

**10. VERIFICATION**

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

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

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

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

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

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

**RECITALS**

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

WHEREAS, the City's Board of Supervisors approved this Second Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution **<insert Resolution number>** on **<Month Date, Year>** to extend the grant term by four years and increase the grant amount by \$14,021,524; and

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

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
  - (a) Agreement. The term "Agreement" shall mean the Agreement dated **January 1, 2021** between Grantee and City; and **First Amendment**, dated **July 1, 2023**.
  - (b) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.

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

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

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

**3.2 Duration of Term.**

(a) The term of this Agreement shall commence on **January 1, 2021** and expire on **September 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

**ARTICLE 3 TERM**

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

**3.2 Duration of Term.**

(a) The term of this Agreement shall commence on **January 1, 2021** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

**5.1 Maximum Amount of Grant Funds.**

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Fifteen Thousand Two Hundred Twenty Dollars (\$9,915,220)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Hundred Forty Eight Thousand Twelve Dollars (\$248,012)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and

Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Five Million Seventy One Thousand One Hundred Thirteen Dollars (\$25,071,113)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million One Hundred Six Thousand Three Hundred Forty Seven Dollars (\$2,106,347)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102 hshcontracts@sfgov.org
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If to Grantee:	Five Keys Schools and Programs
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70 Oak Grove Street  
San Francisco, CA 94107  
Attn: Steve Good  
steveg@fivekeys.org

Any notice of default must be sent by registered mail.

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

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

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

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

Appendix A, Services to be Provided (dated July 1, 2023)  
Appendix B, Budget (dated October 1, 2023)  
Appendix C, Method of Payment (dated July 1, 2023)  
Appendix D, Interests in Other City Grants (dated July 1, 2023)

**2.5 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated October 1, 2023) for the period of January 1, 2021 to June 30, 2026.

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

**CITY**

**GRANTEE**

**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND  
PROGRAMS**

By: \_\_\_\_\_  
Shireen McSpadden  
Executive Director

By: \_\_\_\_\_  
Steve Good  
President & CEO  
City Supplier Number: 11181

Approved as to Form:  
David Chiu  
City Attorney

By: \_\_\_\_\_  
Adam Radtke  
Deputy City Attorney

**Appendix A, Services to be Provided  
by  
Five Keys Schools and Programs  
Bayshore Navigation Center**

**I. Purpose of Grant**

The purpose of this grant is to provide Navigation Center services to help the served population obtain emergency nighttime sleeping accommodations, income, public benefits, health services, problem-solving, and housing, as available.

**II. Served Population**

Grantee shall serve adults, aged 18 or over, without custody of minor children who are experiencing homelessness, have no fixed, regular, and adequate nighttime residence, are residing on the street, and have a need for adequate emergency nighttime sleeping accommodations.

**III. Referral and Prioritization**

All Navigation Center guests shall be referred by the process established by the Department of Homelessness and Supportive Housing (HSH), unless City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

An example of a referral source is the San Francisco Homeless Outreach Team (SF HOT). The actual identification, outreach and referral of specific guests will be coordinated under the supervision of HSH.

The Navigation Center is not designed for or intended to accept open referrals or self-presentation to the program. Any individuals who are referred by entities other than the HSH established referral points or who self-present at the Navigation Center shall be directed to other resources. Grantee shall provide written and verbal information regarding other existing services to self-presenting individuals.

It is the intent of HSH to maximize use of the facility within the Navigation Center portfolio. However, types of stays may change, as needed, with HSH and Grantee approval, unless City requires Grantee to adjust stays in order to maintain the health and safety of guests in accordance with City requirements. Stay types at Navigation Center programs are outlined below.

Housing Referral Status Stay: Housing Referral Status Stay shall be used for guests who are referred after a clear path to a permanent placement is identified. With cooperation of the guest, the guest may stay at the Navigation Center until placement or transfer to another site. Exceptions include guests who do not cooperate or receive a Denial of Service (DOS) under the Grievance Policy (see Services Requirements). Grantee shall receive approval from HSH prior to any exits based on non-participation in support services for individuals in a Pathway Stay.

Examples of Housing Referral Status Stay referrals include, but are not limited to:

- Guests who are referred with a clear housing path by an approved referral site;

- Guests who have been designated as Housing Referral Status for HSH Permanent Supportive Housing or Rapid Rehousing via the Coordinated Entry process; or
- Unsheltered veterans awaiting a housing placement.

Time-Limited Stays: Time-Limited Stays are used to provide guests a respite from the streets, identify key next steps or referral placements when possible, and to start guests on the path to key service connections and benefits. Encouraging participation with Adult Coordinated Entry is key to identifying and making service connections. Time-Limited Stays are 30 days for initial placement, with the exception of specialized stays as defined by HSH. Guests on a Time-Limited Stay may be eligible for an extension of stay as defined by the HSH Navigation Center Extension Policy. Examples of Time-Limited Stay referrals include, but are not limited to:

- Guests who are referred by HSH Outreach programs as Problem-Solving status;
- Guests who are referred by Healthy Streets Operations Center (HSOC), San Francisco Police Department (SFPD), or Emergency Medical Services (EMS-6) as Problem-Solving status;
- Guests who are referred by Coordinated Entry engaged in a problem-solving solution;
- Guests who are referred by Access Points who need a temporary stay until their travel departure to a destination outside of San Francisco.

Guests on a Time-Limited Stay may be transferred to a Housing Referral Status Stay within the Navigation Center portfolio if a clear path to housing is identified and the change in stay is approved by HSH.

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

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on guest actions rather than functional addictions or problems, to the total number of guests as described in Appendix B, Budget (“Number Served” tab). Grantee shall provide services at any given time, unless City requires Grantee to serve fewer guests in order to maintain the health and safety of staff and guests.

##### **A. Support Services**

Grantee shall provide support services, as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

Participation in support services is a requirement for all guests for continued placement in the Navigation Center program. Guests in a Time-Limited Stay will not be able to extend if not participating in support services. Support Services include, but are not limited to:

1. **Intake**: Grantee shall conduct an intake, and make any updates, to determine and document guest identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of guest information with program partners, including the data tracking partners for purposes of program analysis.

2. **Assessment and Individual Housing-focused Service Plan:** Grantee shall conduct a support services assessment to document guest needs. Grantee shall create housing-focused service plans based on intake and assessment information. Housing-focused service plans shall include issues identified by the guest and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the guest's stay.
3. **Engagement:** Grantee shall actively engage with guests to support their connection to needed services, progress on their individual service plans to end guest homelessness. Grantee shall create a regular schedule of outreach to guests and shall provide services based on guest services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all guests 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 Navigation Center guests.
4. **Case Management:**
  - a. Grantee shall provide ongoing meetings and counseling services with guests to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
  - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual, and couple focused, as appropriate, to guest situation and needs.
  - c. Grantee shall assist guests in Housing Referral Status Stays in applying for and 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. Grantee shall communicate with 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. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when guests show signs of difficulty or lack of progress in acquiring necessary documentation.
5. **Benefits Navigation:** Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible guests to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. As needed, HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of fully integrating benefits application services into the Navigation Center environment and approving guests for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs when present at the site.

Grantee shall assist guests with keeping appointments related to HSA benefits applications and maintaining established benefits.

6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance to HSH policy to assess guest safety when there is reason to believe the guest is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Guest Activities:
  - a. Grantee shall provide guests with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other guests, or to celebrate/commemorate significant individual, holiday, and community events. These events may be planned with or based on input from guests. Grantee shall post a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for guests during which guests may discuss concerns and program ideas.
  - c. Grantee shall provide community service, training, and/or employment opportunities to guests in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
  - a. Grantee shall link Time-Limited Navigation Center guests to HSH Access Points, for the guests to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any guests who display indications of difficulty getting to an HSH Access Point.
  - b. Grantee shall assist guests to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with guests regarding the process, and, as necessary, re-referral.
  - c. Grantee shall escort guests to critical off-site appointments, particularly those related to benefits and exit placements, and support guests to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist guests in getting to critical appointments.
9. Exit Planning: Grantee shall provide exit planning to guests preparing to leave the Navigation Center for any number of reasons, including but not limited to moving into permanent supportive housing, guests about to be issued a DOS, and guests who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit the Navigation Center program.

B. Emergency Shelter Services for Navigation Center guests:

Grantee shall operate the Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation<sup>1</sup> unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall coordinate reservations with Access Points, and HSH approved outreach entities and report daily attendance utilizing HSH approved data systems. Grantee shall also designate a point of contact for coordination purposes.
2. Grantee shall provide safe and clean sleeping accommodations to at least 128 guests nightly, unless City requires Grantee to serve fewer guests in order to maintain the health and safety of staff and guests.
3. Grantee shall provide an average of two meals per day. Grantee shall make meals available to guests 24 hours per day, upon request. In the community room, Grantee shall also provide guests access to some beverages and snacks throughout the day.
4. Grantee shall create and maintain policies and procedures, which include guest responsibilities, and provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
5. Grantee shall provide and maintain a guest community/gathering space that is available away from sleeping areas for guest use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, guest service areas, main guest entrance point, and guest laundry facilities and detergents to facilitate equitable use by all guests.
7. Grantee shall provide program access without a curfew 24 hours a day, seven days a week for guests.
8. Grantee shall maintain a guest and service partner log to record entries and exits.
9. Grantee shall provide property storage for guests with secure and controlled access at the program site 24 hours a day, seven days a week.
10. Grantee shall provide written notice or warning to guests 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 Grantee staff.

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<sup>1</sup> 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).

11. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
  - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
  - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
  - c. Grantee 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.

## **V. Location and Time of Services**

Grantee shall provide services at 125 Bayshore Boulevard, San Francisco, CA 94134, 24 hours per day, seven days a week. Grantee shall provide regular intake of new guests on workdays Monday through Friday during business hours from at least 9:00 am to 5:00 pm. Grantee shall provide emergency intake of new guests 24 hours per day, seven days a week based on approved protocols and referral sources. Grantee shall negotiate with and seek approval from HSH for adjustments to intake hours.

## **VI. Service Requirements**

- A. 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>.
- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guest progress.

- C. Staffing and Volunteers: Grantee shall provide the staff necessary to effectively administer Navigation Center services as defined in part by the shelter Standards of Care. Grantee 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. Staff shall include, but not be limited to:
  - 1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
  - 2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
  - 3. At least one staff member on each shift that speaks Spanish.
  
- D. Meals and Food Safety: Grantee shall meet the following meal-related requirements:
  - 1. Offer guests meals 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. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.
  
- E. Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on guest retention and participation during the guest's Navigation Center stay.
  
- F. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that clients 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.
  
- G. HSH Good Neighbor Policy:
  - 1. Grantee shall maintain a good relationship with the neighborhood in which the Navigation Center is located.
  - 2. Grantee 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.
  - 3. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
  - 4. Grantee shall provide a means for neighbors to raise issues and concerns. Grantee shall provide consistent and timely responses.
  - 5. Grantee shall minimize the impact of guests on the neighborhood of the Navigation Center guests entering, exiting, or waiting for services. The Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests. Grantee shall discourage and address excessive noise within and around the site.

6. Grantee shall actively discourage and address excessive noise from program guests and others who may be just outside the program site.
  7. Grantee 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. Grantee shall, in conjunction with the HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Navigation Center and how individuals are referred.
- H. Safety and De-Escalation: Grantee 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 Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
  2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
  3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
  4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
  5. Assistance with conflict de-escalation and crisis management.
- I. Complaint and Grievance Procedure: Grantee shall create and implement a written complaint and grievance procedure for guests which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
  3. The right of a guest dissatisfied with the decision to ask for a review and recommendation from someone in the Grantee's chain of command that has not been part of the complaint process to date and that has purview over the aggrieved service. Grantee shall provide a copy of this procedure, and any amendments thereto, to each guest, along with the HSH Navigation Center Program Manager or his/her designated agent.
  4. Any DOS for a Navigation Center guest must follow the Shelter Grievance Policy and procedures, unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
- J. Satisfaction Survey: Grantee shall conduct a written quarterly Navigation Center Guest Satisfaction Survey in order to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer

assistance to the served populations regarding completion of the survey if the written format presents any problem.

- K. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH Overdose Prevention Policy<sup>2</sup>. Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- L. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, guest engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for guests and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement). Grantee shall keep an accurate Staff Training log to document all trainings attended by staff.
- M. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, unless otherwise directed by the City in cases of public health or other emergency situations. City Communications and Policies include, but are not limited to including:
  - 1. Create and maintain policies and procedures around guest responsibilities that support the pet friendly environment;
  - 2. Regular communication to HSH about the implementation of the program;
  - 3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings; when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.
  - 4. Attendance of trainings, as requested;
  - 5. Adherence to the Shelter Standards of Care requirements as appropriate to Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring Navigation Centers;
  - 6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
  - 7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- N. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the Navigation Center by staff or guests. Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.

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<sup>2</sup> HSH Overdose Prevention Policy: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a>

- O. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the Navigation Center and the services and programs provided to the Navigation Center guests. Subcontracts include agreements for meal provision and specialized guest support. Any subcontracted services shall coordinate guest meals, delivery schedule, and related communications in order ensure service expectations are met.
- P. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- Q. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City approved staff in order to respond to emergencies.
- R. Data Standards:
1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process , 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<sup>3</sup>.
  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

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<sup>3</sup> HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

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.
- S. 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.
- T. Record Keeping and Files:
1. Grantee shall maintain required, appropriate, and confidential guest records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program.
  2. Grantee 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. Electronic guest records shall be maintained accurately and up to date in HSH approved data systems, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational guest records.
  4. Grantee shall upload copies of guest documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
  5. Grantee shall document outcomes related to every guest exit. Grantee 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. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit their Navigation Center program.

## **VII. Service Objectives**

Grantee shall achieve the following service objectives annually, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall provide intake and assessment to 100 percent of all initial guests and updates for returning guests.

- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of the program guests. 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 guest's record.
- C. 90 percent of guests in a Time-Limited Stay shall be assessed via Coordinated Entry within one week of placement at the Navigation Center.
- D. 100 percent of guests in a Time-Limited Stay shall be engaged in Exit Planning including Problem Solving and/or encouraged to get a profile in the Shelter Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.
- E. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate.

### **VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives annually:

- A. 75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.
- B. 80 percent of Housing Referral Status guests will meet document readiness standards within six months of initial intake.

### **IX. Reporting Requirements**

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee shall enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the month of service.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives section. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered

by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.

- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- E. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- G. 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.

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

## **X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, guest files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, reported program data, 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 limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.
- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and

plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.



**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING  
APPENDIX B, BUDGET**

<b>Document Date</b>	10/1/2023								
<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>						
<b>Current Term</b>	1/1/2021	9/30/2023	3						
<b>Amended Term</b>	1/1/2021	6/30/2026	6						
				<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Service Component</b>				1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
Navigation Center				128	128	128	128	128	128

	A	B	C	D
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	10/1/2023		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	1/1/2021	9/30/2023	3
6	<b>Amended Term</b>	1/1/2021	6/30/2026	4
7	<b>Program</b>	Bayshore Navigation Center		
8				
9	<b>Approved Subcontractors</b>			
10	Bayview Hunters Point Foundation			
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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET



Document Date	10/1/2023		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	1/1/2021	9/30/2023	3
Amended Term	1/1/2021	6/30/2026	6
Provider Name	Five Keys Schools & Programs		
Program	Bayshore Navigation Center		
FSP Contract ID#	1000020689		
Action (select)	Amendment		
Effective Date	10/1/2023		
Budget Name	General Fund - Navigation Center		

Term Budget	\$ 9,667,208	\$ 22,964,766	15%
Contingency	\$ 248,012	\$ 2,106,347	
Not-To-Exceed	\$ 9,915,220	\$ 25,071,112	

	EXTENSION YEAR		EXTENSION YEAR			EXTENSION YEAR			EXTENSION YEAR			All Years			
	Year 1	Year 2	Year 3	Year 4		Year 5			Year 6			1/1/2021 - 9/30/2023	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026	
	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 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	1/1/2021 - 9/30/2023	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026
	Actuals	Actuals	Current/Actuals	Current/Actuals	Amendment	New									
<b>Expenditures</b>															
Salaries & Benefits	\$ 1,102,136	\$ 2,390,372	\$ 2,954,381	\$ 499,154	\$ 2,455,227	\$ 2,954,381	\$ -	\$ 2,954,381	\$ 2,954,381	\$ -	\$ 2,954,381	\$ 2,954,381	\$ 6,946,043	\$ 8,363,988	\$ 15,310,031
Operating Expense	\$ 522,246	\$ 1,056,239	\$ 994,821	\$ 165,804	\$ 236,199	\$ 402,002	\$ -	\$ 402,002	\$ 402,002	\$ -	\$ 402,002	\$ 402,002	\$ 2,739,110	\$ 1,040,204	\$ 3,779,313
Subtotal	\$ 1,624,381	\$ 3,446,611	\$ 3,949,202	\$ 664,958	\$ 2,691,426	\$ 3,356,383	\$ -	\$ 3,356,383	\$ 3,356,383	\$ -	\$ 3,356,383	\$ 3,356,383	\$ 9,685,153	\$ 9,404,192	\$ 19,089,345
Indirect Percentage	12.00%	12.00%	12.00%	12.00%		12.00%	12.00%		12.00%	12.00%		12.00%			
Indirect Cost (Line 22 X Line 23)	\$ 194,926	\$ 413,593	\$ 473,904	\$ 79,795	\$ 322,971	\$ 402,766	\$ -	\$ 402,766	\$ 402,766	\$ -	\$ 402,766	\$ 402,766	\$ 1,162,218	\$ 1,128,503	\$ 2,290,721
Other Expenses (Not subject to indirect %)	\$ (379,940)	\$ (845,633)	\$ 45,408	\$ -	\$ 921,622	\$ 921,622	\$ -	\$ 921,622	\$ 921,622	\$ -	\$ 921,622	\$ 921,622	\$ (1,180,164)	\$ 2,764,865	\$ 1,584,700
Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	\$ 1,439,367	\$ 3,014,572	\$ 4,468,515	\$ 744,753	\$ 3,936,018	\$ 4,680,771	\$ -	\$ 4,680,771	\$ 4,680,771	\$ -	\$ 4,680,771	\$ 4,680,771	\$ 9,667,207	\$ 13,297,560	\$ 22,964,766
<b>HSH Revenues (select)</b>															
General Fund - Ongoing	\$ 1,439,367	\$ 2,905,414	\$ 4,468,516	\$ 744,753	\$ 2,223,763	\$ 2,968,516	\$ -	\$ 2,968,516	\$ 2,968,516	\$ -	\$ 2,968,516	\$ 2,968,516	\$ 9,558,050	\$ 8,160,794	\$ 17,718,844
General Fund - One-Time	\$ -	\$ 109,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,158	\$ -	\$ 109,158
General Fund - CODB	\$ -	\$ -	\$ -	\$ -	\$ 212,255	\$ 212,255	\$ -	\$ 212,255	\$ 212,255	\$ -	\$ 212,255	\$ 212,255	\$ -	\$ 636,764	\$ 636,764
Homeless Housing, Assistance, and Prevention Program (HHAP) 2	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 4,500,000	\$ 4,500,000
<b>Total HSH Revenues</b>	\$ 1,439,367	\$ 3,014,572	\$ 4,468,516	\$ 744,753	\$ 3,936,018	\$ 4,680,770	\$ -	\$ 4,680,770	\$ 4,680,770	\$ -	\$ 4,680,770	\$ 4,680,770	\$ 9,667,208	\$ 13,297,558	\$ 22,964,766
<b>Other Revenues (to offset Total Expenditures &amp; Reduce HSH Revenues)</b>															
Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total HSH + Other Revenues</b>	\$ 1,439,367	\$ 3,014,572	\$ 4,468,516	\$ 744,753	\$ 3,936,018	\$ 4,680,770	\$ -	\$ 4,680,770	\$ 4,680,770	\$ -	\$ 4,680,770	\$ 4,680,770	\$ 9,667,208	\$ 13,297,558	\$ 22,964,766
Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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Template last modified 1/22/2020

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.

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

SALARY & BENEFIT DETAIL

Document Date 10/1/2023  
 Provider Name FiveKeys Schools & Programs  
 Program Bayshore Navigation Center  
 FSP Contract ID# 1000020689  
 Budget Name General Fund - Navigation Center

POSITION TITLE	Year 1			Year 2			Year 3			EXTENSION YEAR			EXTENSION YEAR			EXTENSION YEAR			All Years										
	1/1/2021 - 6/30/2021		7/1/2021 - 6/30/2022		7/1/2022 - 6/30/2023		Year 4			Year 5			Year 6			All Years													
	Actuals	Budgeted Salary	Actuals	Budgeted Salary	Current/Actuals	Budgeted Salary	Agency Totals	For HSH Funded Program	7/1/2023 - 9/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 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	1/1/2021 - 9/30/2023	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026									
	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Annual Full Time Salary (For 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (For 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (For 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary				
Co Director of Housing	\$ 31,238	\$ 37,800	\$ 22,100	\$ 22,100	\$ 130,000	1.00	17%	0.17	\$ 3,683	\$ 18,417	\$ 22,100	\$ 130,000	1.00	17%	0.17	\$ 22,100	\$ 22,100	\$ 130,000	1.00	17%	0.17	\$ 22,100	\$ 22,100	\$ 94,821	\$ 62,617	\$ 157,438			
Deputy Director of Operations	\$ 16,719	\$ 17,850	\$ 105,000	\$ 105,000	\$ 105,000	1.00	17%	0.17	\$ 2,975	\$ 14,875	\$ 17,850	\$ 105,000	1.00	17%	0.17	\$ 17,850	\$ 17,850	\$ 105,000	1.00	17%	0.17	\$ 17,850	\$ 17,850	\$ 37,544	\$ 50,575	\$ 88,119			
Deputy Director of Guest Services	\$ 16,150	\$ 15,929	\$ 93,700	\$ 93,700	\$ 93,700	1.00	17%	0.17	\$ 2,655	\$ 13,274	\$ 15,929	\$ 93,700	1.00	17%	0.17	\$ 15,929	\$ 15,929	\$ 93,700	1.00	17%	0.17	\$ 15,929	\$ 15,929	\$ 34,734	\$ 45,132	\$ 79,866			
Deputy Director of Staff Support	\$ 16,150	\$ 15,300	\$ 90,000	\$ 90,000	\$ 90,000	1.00	17%	0.17	\$ 2,550	\$ 12,750	\$ 15,300	\$ 90,000	1.00	17%	0.17	\$ 15,300	\$ 15,300	\$ 90,000	1.00	17%	0.17	\$ 15,300	\$ 15,300	\$ 34,000	\$ 43,350	\$ 77,350			
Director Bayshore Navigation Center	\$ 90,000	\$ 97,000	\$ 97,000	\$ 97,000	\$ 97,000	1.00	100%	1.00	\$ 16,167	\$ 80,833	\$ 97,000	\$ 97,000	1.00	100%	1.00	\$ 97,000	\$ 97,000	\$ 97,000	1.00	100%	1.00	\$ 97,000	\$ 97,000	\$ 203,167	\$ 274,833	\$ 478,000			
Asst. Director Administrator/data collection	\$ 42,347	\$ 32,762	\$ 31,946	\$ 73,130	\$ 73,130	1.50	29%	0.44	\$ 5,324	\$ 26,621	\$ 31,946	\$ 73,130	1.50	29%	0.44	\$ 31,946	\$ 31,946	\$ 73,130	1.50	29%	0.44	\$ 31,946	\$ 31,946	\$ 112,379	\$ 90,513	\$ 202,892			
Asst. Director of Bayshore Navigation Center	\$ 37,041	\$ 78,000	\$ 81,000	\$ 81,000	\$ 81,000	1.50	67%	1.00	\$ 13,500	\$ 67,500	\$ 81,000	\$ 81,000	1.50	67%	1.00	\$ 81,000	\$ 81,000	\$ 81,000	1.50	67%	1.00	\$ 81,000	\$ 81,000	\$ 209,541	\$ 229,500	\$ 439,041			
Activities Coordinator	\$ 28,635	\$ 58,987	\$ 56,160	\$ 56,160	\$ 56,160	1.00	100%	1.00	\$ 9,360	\$ 46,800	\$ 56,160	\$ 56,160	1.00	100%	1.00	\$ 56,160	\$ 56,160	\$ 56,160	1.00	100%	1.00	\$ 56,160	\$ 56,160	\$ 153,142	\$ 159,120	\$ 312,262			
Shelter Supervisor	\$ 158,540	\$ 326,591	\$ 321,200	\$ 73,000	\$ 73,000	4.40	100%	4.40	\$ 53,533	\$ 267,667	\$ 321,200	\$ 73,000	4.40	100%	4.40	\$ 321,200	\$ 321,200	\$ 73,000	4.40	100%	4.40	\$ 321,200	\$ 321,200	\$ 859,864	\$ 910,067	\$ 1,769,931			
Ambassadors	\$ 458,822	\$ 945,172	\$ 1,152,696	\$ 48,029	\$ 48,029	24.00	100%	24.00	\$ 197,048	\$ 955,648	\$ 1,152,696	\$ 48,029	24.00	100%	24.00	\$ 1,152,696	\$ 1,152,696	\$ 48,029	24.00	100%	24.00	\$ 1,152,696	\$ 1,152,696	\$ 2,753,738	\$ 3,261,040	\$ 6,014,778			
Information & Resource Specialist	\$ 24,429	\$ 50,323	\$ 54,000	\$ 54,000	\$ 54,000	1.00	100%	1.00	\$ 9,000	\$ 45,000	\$ 54,000	\$ 54,000	1.00	100%	1.00	\$ 54,000	\$ 54,000	\$ 54,000	1.00	100%	1.00	\$ 54,000	\$ 54,000	\$ 137,751	\$ 153,000	\$ 290,751			
Maintenance	\$ 23,429	\$ 48,263	\$ 60,000	\$ 60,000	\$ 60,000	1.00	100%	1.00	\$ 10,000	\$ 50,000	\$ 60,000	\$ 60,000	1.00	100%	1.00	\$ 60,000	\$ 60,000	\$ 60,000	1.00	100%	1.00	\$ 60,000	\$ 60,000	\$ 141,691	\$ 170,000	\$ 311,691			
Janitorial	\$ -	\$ -	\$ 201,722	\$ 48,029	\$ 48,029	4.20	100%	4.20	\$ 33,620	\$ 168,102	\$ 201,722	\$ 48,029	4.20	100%	4.20	\$ 201,722	\$ 201,722	\$ 48,029	4.20	100%	4.20	\$ 201,722	\$ 201,722	\$ 235,342	\$ 571,545	\$ 806,887			
HR Generalist	\$ 15,300	\$ 15,300	\$ 90,000	\$ 90,000	\$ 90,000	1.00	17%	0.17	\$ 2,550	\$ 12,750	\$ 15,300	\$ 90,000	1.00	17%	0.17	\$ 15,300	\$ 15,300	\$ 90,000	1.00	17%	0.17	\$ 15,300	\$ 15,300	\$ 33,150	\$ 43,350	\$ 76,500			
Hiring Specialist	\$ 12,580	\$ 14,280	\$ 84,000	\$ 84,000	\$ 84,000	1.00	17%	0.17	\$ 2,380	\$ 11,900	\$ 14,280	\$ 84,000	1.00	17%	0.17	\$ 14,280	\$ 14,280	\$ 84,000	1.00	17%	0.17	\$ 14,280	\$ 14,280	\$ 29,240	\$ 40,460	\$ 69,700			
	\$ -	\$ -	\$ -	\$ -	\$ -			0.00	\$ -	\$ -	\$ -	\$ -			0.00	\$ -	\$ -	\$ -			0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ 804,479	\$ 1,744,797	\$ 2,156,482						\$ 964,346	\$ 1,792,136	\$ 2,156,482					\$ 2,156,482	\$ 2,156,482					\$ 2,156,482	\$ 2,156,482	\$ 5,070,104	\$ 6,105,101	\$ 11,175,205			
									TOTAL SALARIES	\$ 39.06	\$ 39.06					TOTAL SALARIES	\$ 39.06	\$ 39.06					TOTAL SALARIES	\$ 39.06	\$ 39.06				
									FRINGE BENEFIT RATE	37.00%	0.00%	37.00%				FRINGE BENEFIT RATE	37.00%	0.00%	37.00%				FRINGE BENEFIT RATE	37.00%	0.00%	37.00%			
	\$ 297,657	\$ 645,575	\$ 797,898						EMPLOYEE FRINGE BENEFITS	\$ 134,808	\$ 663,090	\$ 797,898				EMPLOYEE FRINGE BENEFITS	\$ -	\$ 797,898	\$ 797,898				EMPLOYEE FRINGE BENEFITS	\$ -	\$ 797,898	\$ 797,898	\$ 1,875,939	\$ 2,258,887	\$ 4,134,826
	\$ 1,102,136	\$ 2,390,372	\$ 2,954,381						TOTAL SALARIES & BENEFITS	\$ 499,154	\$ 2,455,227	\$ 2,954,381				TOTAL SALARIES & BENEFITS	\$ -	\$ 2,954,381	\$ 2,954,381				TOTAL SALARIES & BENEFITS	\$ -	\$ 2,954,381	\$ 2,954,381	\$ 6,946,043	\$ 8,363,988	\$ 15,310,031

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING  
OPERATING DETAIL

Document Date	10/1/2023
Provider Name	Five Keys Schools & Programs
Program	Bayshore Navigation Center
FSP Contract ID#	1000020689
Budget Name	General Fund - Navigation Center

				EXTENSION YEAR			EXTENSION YEAR			EXTENSION YEAR			All Years		
	Year 1	Year 2	Year 3	Year 4		Year 5		Year 6		All Years					
	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 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	1/1/2021 - 9/30/2023	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026
	Actuals	Actuals	Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
Operating Expenses															
Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 50,000	\$ 100,000	\$ 171,000	\$ 28,500	\$ 142,500	\$ 171,000	\$ 171,000	\$ 171,000	\$ 171,000	\$ 171,000	\$ 171,000	\$ 349,500	\$ 484,500	\$ 834,000	
Office Supplies, Postage	\$ 10,000	\$ 20,000	\$ 6,000	\$ 1,000	\$ 5,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 37,000	\$ 17,000	\$ 54,000	
Building Maintenance Supplies and Repair	\$ 20,000	\$ 40,000	\$ 30,000	\$ 5,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 95,000	\$ 85,000	\$ 180,000	
Printing and Reproduction	\$ 5,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	
Insurance	\$ 10,000	\$ 20,000	\$ 11,000	\$ 1,833	\$ 9,167	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 42,833	\$ 31,167	\$ 74,000	
Staff Training	\$ 6,500	\$ 15,000	\$ 10,000	\$ 1,667	\$ 8,333	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 33,167	\$ 28,333	\$ 61,500	
Staff Travel-(Local & Out of Town)	\$ 1,000	\$ 2,000	\$ 100	\$ 17	\$ 83	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 3,117	\$ 283	\$ 3,400	
Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Recology	\$ 26,250	\$ 72,000	\$ 16,628	\$ 2,771	\$ 13,857	\$ 16,628	\$ 16,628	\$ 16,628	\$ 16,628	\$ 16,628	\$ 16,628	\$ 117,649	\$ 47,113	\$ 164,762	
Fire panel / extinguisher	\$ 2,000	\$ 5,808	\$ 8,000	\$ 1,333	\$ 6,667	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 17,141	\$ 22,667	\$ 39,808	
Cable TV / WIFI / telecommunications	\$ 9,375	\$ 18,750	\$ 11,000	\$ 1,833	\$ 9,167	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 40,958	\$ 31,167	\$ 72,125	
Guest supplies, food socks etc	\$ 33,857	\$ 67,713	\$ 63,000	\$ 10,500	\$ 52,500	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 175,070	\$ 178,500	\$ 353,570	
Staff supplies, first aid kits, medical / uniforms	\$ 15,265	\$ 30,529	\$ 14,343	\$ 2,391	\$ 11,953	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343	\$ 62,527	\$ 40,639	\$ 103,166	
Staff recruitment	\$ 1,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000	
Linen	\$ 2,625	\$ 5,250	\$ 1,000	\$ 167	\$ 833	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 9,042	\$ 2,833	\$ 11,875	
First Aid Kits/Medical Supplies/Facility Staff Uniforms	\$ 3,500	\$ 7,000	\$ 474	\$ 79	\$ 395	\$ 474	\$ 474	\$ 474	\$ 474	\$ 474	\$ 474	\$ 11,053	\$ 1,343	\$ 12,396	
Cell phones	\$ 1,950	\$ 4,800	\$ 4,800	\$ 800	\$ 4,000	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 12,350	\$ 13,600	\$ 25,950	
Job Development Job Preparedness Workshops	\$ 9,375	\$ 18,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,125	\$ -	\$ 28,125	
Laundry Services	\$ 20,625	\$ 16,880	\$ 5,000	\$ 833	\$ 4,167	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 43,338	\$ 14,167	\$ 57,505	
Sharps Collection	\$ 750	\$ 1,500	\$ 1,500	\$ 250	\$ 1,250	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 4,000	\$ 4,250	\$ 8,250	
Shredding Service	\$ 1,875	\$ 3,750	\$ 157	\$ 26	\$ 131	\$ 157	\$ 157	\$ 157	\$ 157	\$ 157	\$ 157	\$ 5,809	\$ 446	\$ 6,255	
Pest Control	\$ 4,125	\$ 20,160	\$ 23,000	\$ 3,833	\$ 19,167	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 51,118	\$ 65,167	\$ 116,285	
Subcontractor															
BVHPF - Therapist / Supervisor & Care Managers (first	\$ 287,175	\$ 574,349	\$ 617,819	\$ 102,970	\$ (77,970)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 1,582,312	\$ (27,970)	\$ 936,524	
TOTAL OPERATING EXPENSES	\$ 522,246	\$ 1,056,239	\$ 994,821	\$ 165,804	\$ 236,199	\$ 402,002	\$ -	\$ 402,002	\$ 402,002	\$ -	\$ 402,002	\$ 402,002	\$ 2,739,110	\$ 1,040,204	\$ 3,161,494
Other Expenses (not subject to indirect cost %)															
General Fund - One-Time FY20-21 CODB	\$ -	\$ 109,158			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,158	\$ -	\$ 109,158	
FY23-24 Ongoing CODB					\$ 212,255	\$ 212,255	\$ 212,255	\$ 212,255	\$ 212,255	\$ 212,255	\$ 212,255	\$ -	\$ 636,764	\$ 636,764	
Actuals Adjustment	\$ (379,940)	\$ (954,791)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,334,731)	\$ -	\$ (1,334,731)	
Ambassador Retro Pay (070122 - 113022)			\$ 45,408		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,408	\$ -	\$ 45,408	
BVHPF - Therapist / Supervisor & Care Managers					\$ 709,367	\$ 709,367	\$ 709,367	\$ 709,367	\$ 709,367	\$ 709,367	\$ 709,367	\$ -	\$ 2,128,101	\$ 2,128,101	
TOTAL OTHER EXPENSES	\$ (379,940)	\$ (845,633)	\$ 45,408	\$ -	\$ 921,622	\$ 921,622	\$ -	\$ 921,622	\$ 921,622	\$ -	\$ 921,622	\$ 921,622	\$ (1,180,164)	\$ 2,764,865	\$ 1,584,700
SHS #3															

**BUDGET NARRATIVE**

**Fiscal Year**

**General Fund - Navigation Center**

**FY23-24**

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

<b>Salaries &amp; Benefits</b>	<b>Adjusted</b>	<b>Budgeted</b>	<b>Justification</b>	<b>Calculation</b>	<b>Employee Name</b>
Co Director of Housing	0.17	\$ 22,100	Oversees Five Keys housing sites	0.17 FTE at \$130,000 salary	Megan Phalon
Deputy Director of Operations	0.17	\$ 17,850	Assist and support Site Directors in data tracking, compliance, and reporting	0.17 FTE at \$105,000 salary	Alysha Cornejo
Deputy Director of Guest Services	0.17	\$ 15,929	Ensures that all residents are treated with excellent customer services, resolving guest	0.17 FTE at \$93,730 salary	Jamil Wilson
Deputy Director of Staff Support	0.17	\$ 15,300	Provides support services to staff members	0.17 FTE at \$90,000 salary	N/A
Director Bayshore Navigation Center	1.00	\$ 97,000	Responsible for overall site compliance and reporting and oversight of all operations; guest satisfaction and employee retention and accountability	1 FTE at \$97,000	Tony Chase
Asst. Director Administrator/data collection	0.44	\$ 31,946	Assists with collection and administration of data gathered at site	0.44 FTE at \$73,130 salary	N/A
Asst. Director of Bayshore Navigation Center	1.00	\$ 81,000	Supports the Director for overall site compliance and reporting and oversight of all operations; guest satisfaction and employee retention and accountability	1 FTE at \$81,000	TBD
Activities Coordinator	1.00	\$ 56,160	Engage and organize guests, plan activities and events, perform quality assurance for services	1 FTE at \$56,160 salary	Jessica Tanner
Shelter Supervisor	4.40	\$ 321,200	Oversight of shift activities and staffing, accountability, safety, emergency response, client satisfaction	4.4 FTE at \$73,000	Various
Ambassadors	24.00	\$ 1,152,696	Ensure guest safety and comfort, de-escalate conflicts, provide access to food, hygiene, and basic needs.	24 FTE 50% of the staff are based on \$24/23 /hour (due to longevity) and 50% of the staff are based on \$22/hours	Various
Information & Resource Specialist	1.00	\$ 54,000	Oversees intake and processing of guests at site	24 FTE * \$48,029 1 FTE at \$54,000	Dion Nichols
Maintenance	1.00	\$ 60,000	Maintain the site, ensure all systems are operating smoothly, repair and replace	1 FTE at \$60,000	Ramnarine Sooknanan
Janitorial	4.20	\$ 201,722	Clean facilities, empty trash, clear grounds around facilities, ensure guest bathrooms are clean, ensure high touch services are cleaned regularly, ensure facilities - both guest and staff spaces are clean and sanitized	4.2 FTE Janitorial staff 50% of the staff are based on \$24/23 /hour (due to longevity) and 50% of the staff are based on \$22/hours	Various
HR Generalist	0.17	\$ 15,300	Provides work in HR compliance, employee escalations, and employee status changes	4.2 FTE * \$48,029 annual salary 0.17 FTE at \$90,000 salary	Christine Haverick
Hiring Specialist	0.17	\$ 14,280	Recruit, screen, interview, hire and onboard applicants for all sites	0.17 FTE at \$84,000 salary	Johnathon Cross
TOTAL	39.06	\$ 2,156,482			
<b>Employee Fringe Benefits</b>		\$ 797,898	Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.		
<b>Salaries &amp; Benefits Total</b>		\$ 2,954,381			

<b>Operating Expenses</b>	<b>Budgeted Expense</b>	<b>Justification</b>
Rental of Property	\$ -	
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 171,000	All utilities including gas & Electric, Phone lines, Water, Recology trash pic up
Office Supplies, Postage	\$ 6,000	Supplies necessary for administrative tasks, paper, binders, labels, clipboards, pens, etc
Building Maintenance Supplies and Repair	\$ 30,000	Supplies for maintenance of the building as well as repair costs
Printing and Reproduction	\$ -	N/A
Insurance	\$ 11,000	Liability operating insurance
Staff Training	\$ 10,000	Providing ongoing training to staff to improve performance and knowledge
Staff Travel-Local & Out of Town)	\$ 100	Staff travel
Rental of Equipment	\$ -	N/A
Recology	\$ 16,628	Recology recycling and waste removal costs
Fire panel / extinguisher	\$ 8,000	Fire panel and extinguisher
Cable TV / WIFI / telecommunications	\$ 11,000	Internet for staff and guests on guest computers and cable TV for guests
Guest supplies, food socks etc	\$ 63,000	Guest supplies including food, hygienics, etc.
Staff supplies, first aid kits, medical / uniforms	\$ 14,343	Uniforms, First Aid Kits, AEDs, badges and lanyards, Radios, food and coffee
Staff recruitment	\$ -	N/A REMOVE
Linen	\$ 1,000	Guest linen
First Aid Kits/Medical Supplies/Facility Staff Uniforms	\$ 474	Uniforms, First Aid Kits, AEDs, badges and lanyards, Radios, food and coffee
Cell phones	\$ 4,800	Cell phones for staff use
Job Development Job Preparedness Workshops	\$ -	N/A REMOVE
Laundry Services	\$ 5,000	Guest laundry materials, processing, and transportation
Sharps Collection	\$ 1,500	hazmat removal
Shredding Service	\$ 157	Paper shredding
Pest Control	\$ 23,000	Elimination of rodents, bed bugs, mice, rats in the facility
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Subcontractor	\$ -	
BVHPF - Therapist / Supervisor & Care Managers (first \$25k)	\$ 25,000	Therapist / CM subcontractor
	\$ -	
	\$ -	
	\$ -	
<b>TOTAL OPERATING EXPENSES</b>	\$ 402,002	
<b>Indirect Cost</b>	12.0% \$ 402,766	

<b>Other Expenses (not subject to indirect cost %)</b>	<b>Amount</b>	<b>Justification</b>	<b>Calculation</b>
General Fund - One-Time FY20-21 CODB	\$ -	N/A	
FY23-24 Ongoing CODB	\$ 212,255	N/A	
Actuals Adjustment	\$ -	N/A	
Ambassador Retro Pay (070122 - 113022)	\$ -		
BVHPF - Therapist / Supervisor & Care Managers	\$ 709,367	Therapist / CM subcontractor	
<b>TOTAL OTHER EXPENSES</b>	\$ 921,622		

## 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. Line Item Variance There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. 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.

General Fund / Homeless Housing, Assistance, and Prevention Program (HHAP) 2	
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	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

General Fund / Homeless Housing, Assistance, and Prevention Program (HHAP) 2	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000.  Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.  Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.  Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

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

**A. Advance Requirements:**

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

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

**B. Advance Request Process:**

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

**C. Advance Repayment Process:**

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

## Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
San Francisco Mayors Office of Housing and Community Development	GFA-CBO Pool	July 1, 2022 – June 30, 2023	\$63,368
San Francisco Human Services Agency	Academic Assessment Services For WTW Participants	July 1, 2019 – June 30, 2024	\$336,641
San Francisco Human Services Agency	Cal-Learn Educational Support Services 19-24	July 1, 2019 – June 30, 2024	\$99,305
San Francisco Human Services Agency	Digital Services Program FY21-23	May 1, 2021 – June 30, 2023	\$231,000
Office of Economic and Workforce Development	TechSF On-Ramps	July 1, 2021 – June 30, 2023	\$200,000
Office of Economic and Workforce Development	Specialized Job Centers	July 1, 2021 – June 30, 2023	\$414,412
SF Adult Probation Department	Rent for Supportive Housing for Adult Probation clients	February 1, 2021 – July 21, 2023	\$130,000
Department of Homelessness and Supportive Housing (HSH)	Flex Housing Subsidy Pool	February 15, 2021 – June 30, 2023	\$6,000,000
Department of Homelessness and Supportive Housing (HSH)	Adante Non-Congregate Shelter	March 1, 2022 – June 30, 2023	\$8,015,742
Department of Homelessness and Supportive Housing (HSH)	Artmar Hotel	June 1, 2021 – June 30, 2024	\$6,704,364
Department of Homelessness and Supportive Housing (HSH)	Bayshore Navigation Center	January 1, 2021 – June 30, 2023	\$9,915,220
Department of Homelessness and Supportive Housing (HSH)	Embarcadero SAFE Center	September 1, 2020 – December 31, 2023	\$15,041,837
Department of Homelessness and Supportive Housing (HSH)	Ellis Semi-Congregate Shelter	December 15, 2022 – November 30, 2023	\$7,931,342.00
Department of Homelessness and Supportive Housing (HSH)	Next Door Site S	December 1, 2020 – June 30, 2025	\$32,449,102
Department of Homelessness and Supportive Housing (HSH)	Street Ambassador Services	June 1, 2022 – June 30, 2024	\$5,439,942
Department of Homelessness and Supportive Housing (HSH)	Support Services at 835 Turk	June 1, 2022 – June 30, 2025	\$2,836,435

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

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

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

**RECITALS**

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

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

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

**1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

- (a) Agreement. The term "Agreement" shall mean the Agreement dated **January 1, 2021** between Grantee and City.
- (b) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.

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

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

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

Section 2.2 and the Department has notified Grantee thereof in writing.

**3.2 Duration of Term.**

- (a) The term of this Agreement shall commence on **January 1, 2021** and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

**ARTICLE 3 TERM**

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

**3.2 Duration of Term.**

- (a) The term of this Agreement shall commence on **January 1, 2021** and expire on **September 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

**2.2 Section 4.2 Grantee's Personnel** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.2 Grantee's Personnel.**

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

**(b) Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at:

<https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
  - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
  - B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

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

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

**5.1 Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Fifteen Thousand Two Hundred Twenty Dollars (\$9,915,220)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement **Eight Hundred Eighteen Thousand Six Hundred Eighty Eight Dollars (\$818,688)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until

Grantee submits a Funding Request that is in all respects acceptable to the Department.

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

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

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

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

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

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

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Fifteen Thousand Two Hundred Twenty Dollars (\$9,915,220).**

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Hundred Forty Eight Thousand Twelve Dollars (\$248,012)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

**5.4 Reserved. (State or Federal Funds).**

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

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

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

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

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

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

If to the Department or City: Department of Homelessness and Supportive Housing  
Contracts Unit  
440 Turk Street  
San Francisco, CA 94102  
hshcontracts@sfgov.org

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

Any notice of default must be sent by registered mail.

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

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

**2.6 Section 16.24 Additional City Compliance Requirements** is hereby added to this Agreement.

**16.24 Additional City Compliance Requirements.** Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees/subrecipients/subcontractors to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees/subrecipients/subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

**17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall

govern. The following appendices are attached to and a part of this Agreement:

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

Appendix B, Budget (dated July 1, 2023)

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

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

- 2.8 **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 July 1, 2023) for the period of January 1, 2021 to September 30, 2023.
- 2.9 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2023) for the period of January 1, 2021 to September 30, 2023.
- 2.10 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2023).
- 2.11 **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2023).
- 2.12 **Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.

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

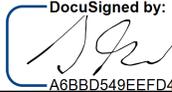
**CITY**

**GRANTEE**

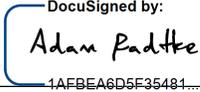
**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND PROGRAMS**

By:   
Shireen McSpadden  
Executive Director

By:   
Steve Good  
President & CEO  
City Supplier Number: 11181

Approved as to Form:  
David Chiu  
City Attorney

By:   
Adam Radtke  
Deputy City Attorney

**Appendix A, Services to be Provided  
by  
Five Keys Schools and Programs  
Bayshore Navigation Center**

**I. Purpose of Grant**

The purpose of this grant is to provide Navigation Center services to help the served population obtain emergency nighttime sleeping accommodations, income, public benefits, health services, problem-solving, and housing, as available.

**II. Served Population**

Grantee shall serve adults, aged 18 or over, without custody of minor children who are experiencing homelessness, have no fixed, regular, and adequate nighttime residence, are residing on the street, and have a need for adequate emergency nighttime sleeping accommodations.

**III. Referral and Prioritization**

All Navigation Center guests shall be referred by the process established by the Department of Homelessness and Supportive Housing (HSH), unless City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

An example of a referral source is the San Francisco Homeless Outreach Team (SF HOT). The actual identification, outreach and referral of specific guests will be coordinated under the supervision of HSH.

The Navigation Center is not designed for or intended to accept open referrals or self-presentation to the program. Any individuals who are referred by entities other than the HSH established referral points or who self-present at the Navigation Center shall be directed to other resources. Grantee shall provide written and verbal information regarding other existing services to self-presenting individuals.

It is the intent of HSH to maximize use of the facility within the Navigation Center portfolio. However, types of stays may change, as needed, with HSH and Grantee approval, unless City requires Grantee to adjust stays in order to maintain the health and safety of guests in accordance with City requirements. Stay types at Navigation Center programs are outlined below.

Housing Referral Status Stay: Housing Referral Status Stay shall be used for guests who are referred after a clear path to a permanent placement is identified. With cooperation of the guest, the guest may stay at the Navigation Center until placement or transfer to another site. Exceptions include guests who do not cooperate or receive a Denial of Service (DOS) under the Grievance Policy (see Services Requirements). Grantee shall receive approval from HSH prior to any exits based on non-participation in support services for individuals in a Pathway Stay.

Examples of Housing Referral Status Stay referrals include, but are not limited to:

- Guests who are referred with a clear housing path by an approved referral site;

- Guests who have been designated as Housing Referral Status for HSH Permanent Supportive Housing or Rapid Rehousing via the Coordinated Entry process; or
- Unsheltered veterans awaiting a housing placement.

Time-Limited Stays: Time-Limited Stays are used to provide guests a respite from the streets, identify key next steps or referral placements when possible, and to start guests on the path to key service connections and benefits. Encouraging participation with Adult Coordinated Entry is key to identifying and making service connections. Time-Limited Stays are 30 days for initial placement, with the exception of specialized stays as defined by HSH. Guests on a Time-Limited Stay may be eligible for an extension of stay as defined by the HSH Navigation Center Extension Policy. Examples of Time-Limited Stay referrals include, but are not limited to:

- Guests who are referred by HSH Outreach programs as Problem-Solving status;
- Guests who are referred by Healthy Streets Operations Center (HSOC), San Francisco Police Department (SFPD), or Emergency Medical Services (EMS-6) as Problem-Solving status;
- Guests who are referred by Coordinated Entry engaged in a problem-solving solution;
- Guests who are referred by Access Points who need a temporary stay until their travel departure to a destination outside of San Francisco.

Guests on a Time-Limited Stay may be transferred to a Housing Referral Status Stay within the Navigation Center portfolio if a clear path to housing is identified and the change in stay is approved by HSH.

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

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on guest actions rather than functional addictions or problems, to the total number of guests as described in Appendix B, Budget (“Number Served” tab). Grantee shall provide services at any given time, unless City requires Grantee to serve fewer guests in order to maintain the health and safety of staff and guests.

##### **A. Support Services**

Grantee shall provide support services, as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

Participation in support services is a requirement for all guests for continued placement in the Navigation Center program. Guests in a Time-Limited Stay will not be able to extend if not participating in support services. Support Services include, but are not limited to:

1. **Intake**: Grantee shall conduct an intake, and make any updates, to determine and document guest identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of guest information with program partners, including the data tracking partners for purposes of program analysis.

2. **Assessment and Individual Housing-focused Service Plan:** Grantee shall conduct a support services assessment to document guest needs. Grantee shall create housing-focused service plans based on intake and assessment information. Housing-focused service plans shall include issues identified by the guest and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the guest's stay.
3. **Engagement:** Grantee shall actively engage with guests to support their connection to needed services, progress on their individual service plans to end guest homelessness. Grantee shall create a regular schedule of outreach to guests and shall provide services based on guest services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all guests 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 Navigation Center guests.
4. **Case Management:**
  - a. Grantee shall provide ongoing meetings and counseling services with guests to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
  - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual, and couple focused, as appropriate, to guest situation and needs.
  - c. Grantee shall assist guests in Housing Referral Status Stays in applying for and 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. Grantee shall communicate with 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. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when guests show signs of difficulty or lack of progress in acquiring necessary documentation.
5. **Benefits Navigation:** Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible guests to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. As needed, HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of fully integrating benefits application services into the Navigation Center environment and approving guests for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs when present at the site.

Grantee shall assist guests with keeping appointments related to HSA benefits applications and maintaining established benefits.

6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance to HSH policy to assess guest safety when there is reason to believe the guest is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Guest Activities:
  - a. Grantee shall provide guests with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other guests, or to celebrate/commemorate significant individual, holiday, and community events. These events may be planned with or based on input from guests. Grantee shall post a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for guests during which guests may discuss concerns and program ideas.
  - c. Grantee shall provide community service, training, and/or employment opportunities to guests in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
  - a. Grantee shall link Time-Limited Navigation Center guests to HSH Access Points, for the guests to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any guests who display indications of difficulty getting to an HSH Access Point.
  - b. Grantee shall assist guests to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with guests regarding the process, and, as necessary, re-referral.
  - c. Grantee shall escort guests to critical off-site appointments, particularly those related to benefits and exit placements, and support guests to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist guests in getting to critical appointments.
9. Exit Planning: Grantee shall provide exit planning to guests preparing to leave the Navigation Center for any number of reasons, including but not limited to moving into permanent supportive housing, guests about to be issued a DOS, and guests who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit the Navigation Center program.

B. Emergency Shelter Services for Navigation Center guests:

Grantee shall operate the Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation<sup>1</sup> unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall coordinate reservations with Access Points, and HSH approved outreach entities and report daily attendance utilizing HSH approved data systems. Grantee shall also designate a point of contact for coordination purposes.
2. Grantee shall provide safe and clean sleeping accommodations to at least 128 guests nightly, unless City requires Grantee to serve fewer guests in order to maintain the health and safety of staff and guests.
3. Grantee shall provide an average of two meals per day. Grantee shall make meals available to guests 24 hours per day, upon request. In the community room, Grantee shall also provide guests access to some beverages and snacks throughout the day.
4. Grantee shall create and maintain policies and procedures, which include guest responsibilities, and provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
5. Grantee shall provide and maintain a guest community/gathering space that is available away from sleeping areas for guest use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, guest service areas, main guest entrance point, and guest laundry facilities and detergents to facilitate equitable use by all guests.
7. Grantee shall provide program access without a curfew 24 hours a day, seven days a week for guests.
8. Grantee shall maintain a guest and service partner log to record entries and exits.
9. Grantee shall provide property storage for guests with secure and controlled access at the program site 24 hours a day, seven days a week.
10. Grantee shall provide written notice or warning to guests 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 Grantee staff.

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<sup>1</sup> 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).

11. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
- a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
  - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
  - c. Grantee 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.

## **V. Location and Time of Services**

Grantee shall provide services at 125 Bayshore Boulevard, San Francisco, CA 94134, 24 hours per day, seven days a week. Grantee shall provide regular intake of new guests on workdays Monday through Friday during business hours from at least 9:00 am to 5:00 pm. Grantee shall provide emergency intake of new guests 24 hours per day, seven days a week based on approved protocols and referral sources. Grantee shall negotiate with and seek approval from HSH for adjustments to intake hours.

## **VI. Service Requirements**

- A. 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>.
- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guest progress.

- C. Staffing and Volunteers: Grantee shall provide the staff necessary to effectively administer Navigation Center services as defined in part by the shelter Standards of Care. Grantee 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. Staff shall include, but not be limited to:
  - 1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
  - 2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
  - 3. At least one staff member on each shift that speaks Spanish.
  
- D. Meals and Food Safety: Grantee shall meet the following meal-related requirements:
  - 1. Offer guests meals 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. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.
  
- E. Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on guest retention and participation during the guest's Navigation Center stay.
  
- F. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that clients 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.
  
- G. HSH Good Neighbor Policy:
  - 1. Grantee shall maintain a good relationship with the neighborhood in which the Navigation Center is located.
  - 2. Grantee 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.
  - 3. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
  - 4. Grantee shall provide a means for neighbors to raise issues and concerns. Grantee shall provide consistent and timely responses.
  - 5. Grantee shall minimize the impact of guests on the neighborhood of the Navigation Center guests entering, exiting, or waiting for services. The Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests. Grantee shall discourage and address excessive noise within and around the site.

6. Grantee shall actively discourage and address excessive noise from program guests and others who may be just outside the program site.
  7. Grantee 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. Grantee shall, in conjunction with the HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Navigation Center and how individuals are referred.
- H. Safety and De-Escalation: Grantee 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 Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
  2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
  3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
  4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
  5. Assistance with conflict de-escalation and crisis management.
- I. Complaint and Grievance Procedure: Grantee shall create and implement a written complaint and grievance procedure for guests which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
  3. The right of a guest dissatisfied with the decision to ask for a review and recommendation from the someone in the Grantee's chain of command that has not been part of the complaint process to date and that has purview over the aggrieved service. Grantee shall provide a copy of this procedure, and any amendments thereto, to each guest, along with the HSH Navigation Center Program Manager or his/her designated agent.
  4. Any DOS for a Navigation Center guest must follow the Shelter Grievance Policy and procedures, unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
- J. Satisfaction Survey: Grantee shall conduct a written quarterly Navigation Center Guest Satisfaction Survey in order to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer

assistance to the served populations regarding completion of the survey if the written format presents any problem.

- K. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow HSH Overdose Prevention Policy<sup>2</sup>. Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- L. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, guest engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for guests and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement). Grantee shall keep an accurate Staff Training log to document all trainings attended by staff.
- M. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, unless otherwise directed by the City in cases of public health or other emergency situations. City Communications and Policies include, but are not limited to including:
1. Create and maintain policies and procedures around guest responsibilities that support the pet friendly environment;
  2. Regular communication to HSH about the implementation of the program;
  3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings; when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.
  4. Attendance of trainings, as requested;
  5. Adherence to the Shelter Standards of Care requirements as appropriate to Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring Navigation Centers;
  6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
  7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- N. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the Navigation Center by staff or guests. Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.

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<sup>2</sup> HSH Overdose Prevention Policy: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a>

- O. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the Navigation Center and the services and programs provided to the Navigation Center guests. Subcontracts include agreements for meal provision and specialized guest support. Any subcontracted services shall coordinate guest meals, delivery schedule, and related communications in order ensure service expectations are met.
- P. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- Q. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City approved staff in order to respond to emergencies.
- R. Data Standards:
1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process , 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<sup>3</sup>.
  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

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<sup>3</sup> HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

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.
- S. 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.
- T. Record Keeping and Files:
1. Grantee shall maintain required, appropriate, and confidential guest records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program.
  2. Grantee 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. Electronic guest records shall be maintained accurately and up to date in HSH approved data systems, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational guest records.
  4. Grantee shall upload copies of guest documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
  5. Grantee shall document outcomes related to every guest exit. Grantee 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. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit their Navigation Center program.

## **VII. Service Objectives**

Grantee shall achieve the following service objectives annually, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall provide intake and assessment to 100 percent of all initial guests and updates for returning guests.

- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of the program guests. 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 guest's record.
- C. 90 percent of guests in a Time-Limited Stay shall be assessed via Coordinated Entry within one week of placement at the Navigation Center.
- D. 100 percent of guests in a Time-Limited Stay shall be engaged in Exit Planning including Problem Solving and/or encouraged to get a profile in the Shelter Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.
- E. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate.

**VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives annually:

- A. 75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.
- B. 80 percent of Housing Referral Status guests will meet document readiness standards within six months of initial intake.

**IX. Reporting Requirements**

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee shall enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the month of service.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives section. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered

by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.

- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- E. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- G. 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.

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

## **X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, guest files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, reported program data, 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 limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.
- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and

plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.





	A	B	C	D
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	7/1/2023		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	1/1/2021	6/30/2023	3
6	<b>Amended Term</b>	1/1/2021	9/30/2023	4
7	<b>Program</b>	Bayshore Navigation Center		
8				
9	<b>Approved Subcontractors</b>			
10	Bayview Hunters Point Foundation			
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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

OPERATING DETAIL

Document Date	7/1/2023
Provider Name	Five Keys Schools & Programs
Program	Bayshore Navigation Center
F\$P Contract ID#	1000020689
Budget Name	General Fund - Navigation Center

EXTENSION YEAR

	Year 1			Year 2			Year 3			Year 4			All Years		
	1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 9/30/2023	1/1/2021 - 6/30/2023	1/1/2021 - 9/30/2023	1/1/2021 - 9/30/2023
	Current/Actuals	Amendment	New	Current/Actuals	Modification	New									
	Budgeted Expense	Change	Budgeted Expense												
<u>Operating Expenses</u>															
Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 50,000	\$ -	\$ 50,000	\$ 100,000	\$ -	\$ 100,000	\$ 171,000	\$ -	\$ 171,000	\$ -	\$ 28,500	\$ 28,500	\$ 321,000	\$ 28,500	\$ 349,500
Office Supplies, Postage	\$ 10,000	\$ -	\$ 10,000	\$ 20,000	\$ -	\$ 20,000	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 1,000	\$ 1,000	\$ 36,000	\$ 1,000	\$ 37,000
Building Maintenance Supplies and Repair	\$ 20,000	\$ -	\$ 20,000	\$ 40,000	\$ -	\$ 40,000	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 5,000	\$ 5,000	\$ 90,000	\$ 5,000	\$ 95,000
Printing and Reproduction	\$ 5,000	\$ -	\$ 5,000	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
Insurance	\$ 10,000	\$ -	\$ 10,000	\$ 20,000	\$ -	\$ 20,000	\$ 11,000	\$ -	\$ 11,000	\$ -	\$ 1,833	\$ 1,833	\$ 41,000	\$ 1,833	\$ 42,833
Staff Training	\$ 6,500	\$ -	\$ 6,500	\$ 15,000	\$ -	\$ 15,000	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ 31,500	\$ 1,667	\$ 33,167
Staff Travel-(Local & Out of Town)	\$ 1,000	\$ -	\$ 1,000	\$ 2,000	\$ -	\$ 2,000	\$ 100	\$ -	\$ 100	\$ -	\$ 17	\$ 17	\$ 3,100	\$ 17	\$ 3,117
Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recology	\$ 26,250	\$ -	\$ 26,250	\$ 72,000	\$ -	\$ 72,000	\$ 16,628	\$ -	\$ 16,628	\$ -	\$ 2,771	\$ 2,771	\$ 114,878	\$ 2,771	\$ 117,649
Fire panel / extinguisher	\$ 2,000	\$ -	\$ 2,000	\$ 5,808	\$ -	\$ 5,808	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ 1,333	\$ 1,333	\$ 15,808	\$ 1,333	\$ 17,141
Cable TV / WIFI / telecommunications	\$ 9,375	\$ -	\$ 9,375	\$ 18,750	\$ -	\$ 18,750	\$ 11,000	\$ -	\$ 11,000	\$ -	\$ 1,833	\$ 1,833	\$ 39,125	\$ 1,833	\$ 40,958
Guest supplies, food socks etc	\$ 33,857	\$ -	\$ 33,857	\$ 67,713	\$ -	\$ 67,713	\$ 63,000	\$ -	\$ 63,000	\$ -	\$ 10,500	\$ 10,500	\$ 164,570	\$ 10,500	\$ 175,070
Staff supplies, first aid kits, medical / uniforms	\$ 15,265	\$ -	\$ 15,265	\$ 30,529	\$ -	\$ 30,529	\$ 14,343	\$ -	\$ 14,343	\$ -	\$ 2,391	\$ 2,391	\$ 60,137	\$ 2,391	\$ 62,527
Staff recruitment	\$ 1,000	\$ -	\$ 1,000	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000
Linen	\$ 2,625	\$ -	\$ 2,625	\$ 5,250	\$ -	\$ 5,250	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 167	\$ 167	\$ 8,875	\$ 167	\$ 9,042
First Aid Kits/Medical Supplies/Facility Staff Uniforms	\$ 3,500	\$ -	\$ 3,500	\$ 7,000	\$ -	\$ 7,000	\$ 474	\$ -	\$ 474	\$ -	\$ 79	\$ 79	\$ 10,974	\$ 79	\$ 11,053
Cell phones	\$ 1,950	\$ -	\$ 1,950	\$ 4,800	\$ -	\$ 4,800	\$ 4,800	\$ -	\$ 4,800	\$ -	\$ 800	\$ 800	\$ 11,550	\$ 800	\$ 12,350
Job Development Job Preparedness Workshops	\$ 9,375	\$ -	\$ 9,375	\$ 18,750	\$ -	\$ 18,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,125	\$ -	\$ 28,125
Laundry Services	\$ 20,625	\$ -	\$ 20,625	\$ 16,880	\$ -	\$ 16,880	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 42,505	\$ 833	\$ 43,338
Sharps Collection	\$ 750	\$ -	\$ 750	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 250	\$ 250	\$ 3,750	\$ 250	\$ 4,000
Shredding Service	\$ 1,875	\$ -	\$ 1,875	\$ 3,750	\$ -	\$ 3,750	\$ 157	\$ -	\$ 157	\$ -	\$ 26	\$ 26	\$ 5,782	\$ 26	\$ 5,809
Pest Control	\$ 4,125	\$ -	\$ 4,125	\$ 20,160	\$ -	\$ 20,160	\$ 23,000	\$ -	\$ 23,000	\$ -	\$ 3,833	\$ 3,833	\$ 47,285	\$ 3,833	\$ 51,118
Subcontractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BVHPF - Therapist / Supervisor & Care Managers	\$ 287,175	\$ -	\$ 287,175	\$ 574,349	\$ -	\$ 574,349	\$ 617,819	\$ -	\$ 617,819	\$ -	\$ 102,970	\$ 102,970	\$ 1,479,343	\$ 102,970	\$ 964,493
<b>TOTAL OPERATING EXPENSES</b>	\$ 522,246	\$ -	\$ 522,246	\$ 1,056,239	\$ -	\$ 1,056,239	\$ 994,821	\$ -	\$ 994,821	\$ -	\$ 165,804	\$ 165,804	\$ 2,573,306	\$ 165,804	\$ 2,121,291
<u>Other Expenses (not subject to indirect cost %)</u>															
General Fund - One-Time FY20-21 CODB	\$ -	\$ -	\$ -	\$ 109,158	\$ -	\$ 109,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,158	\$ -	\$ 109,158
FY21-22 Ongoing CODB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Actuals Adjustment	\$ (379,940)	\$ -	\$ (379,940)	\$ (954,791)	\$ -	\$ (954,791)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,334,731)	\$ -	\$ (1,334,731)
Ambassador Retro Pay (070122 - 113022)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,408	\$ -	\$ 45,408	\$ -	\$ -	\$ -	\$ 45,408	\$ -	\$ 45,408
<b>TOTAL OTHER EXPENSES</b>	\$ (379,940)	\$ -	\$ (379,940)	\$ (845,633)	\$ -	\$ (845,633)	\$ 45,408	\$ -	\$ 45,408	\$ -	\$ -	\$ -	\$ (1,180,164)	\$ -	\$ (1,180,164)
<b>HS# #3</b>															

**BUDGET NARRATIVE**

Fiscal Year

General Fund - Navigation Center

FY23-24

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

Salaries & Benefits	Adjusted	Budgeted	Justification	Calculation	Employee Name
Co Director of Housing	0.03	\$ 3,683	Oversees Five Keys housing sites	0.17 FTE at \$130,000 salary prorated to 2 months = \$3,683	Megan Phalon
Deputy Director of Operations	0.03	\$ 2,975	Assist and support Site Directors in data tracking, compliance, and reporting	0.17 FTE at \$105,000 salary prorated to 2 months = \$17,850	Alysha Cornejo
Deputy Director of Guest Services	0.03	\$ 2,655	Ensures that all residents and treated with excellent customer services, resolving guest	0.17 FTE at \$93,730 salary prorated to 2 months = \$15,929	Jamil Wilson
Deputy Director of Staff Support	0.03	\$ 2,550	Provides support services to staff members	0.17 FTE at \$90,000 salary prorated to 2 months = \$15,300	N/A
Director Bayshore Navigation Center	0.17	\$ 16,167	Responsible for overall site compliance and reporting and oversight of all operations; guest satisfaction and employee retention and accountability	1 FTE at \$97,000 prorated to 2 months	Tony Chase
Asst. Director Administrator/data collection	0.07	\$ 5,324	Assists with collection and administration of data gathered at site	0.44 FTE at \$73,130 salary prorated to 2 months = \$31,946	N/A
Asst. Director of Bayshore Navigation Center	0.17	\$ 13,500	Supports the Director for overall site compliance and reporting and oversight of all operations; guest satisfaction and employee retention and accountability	1 FTE at \$81,000 prorated to 2 months - position is not filled currently - anticipated 50% of annual salary for this one year = \$40,500	TBD
Activities Coordinator	0.17	\$ 9,360	Engage and organize guests, plan activities and events, perform quality assurance for services	1 FTE at \$56,160 salary prorated to 2 months	Jessica Tanner
Shelter Supervisor	0.73	\$ 53,533	Oversight of shift activities and staffing, accountability, safety, emergency response, client satisfaction	4.4 FTE at \$73,000 salary prorated to 2 months = \$321,200	Various
Ambassadors	4.10	\$ 197,048	Ensure guest safety and comfort, de-escalate conflicts, provide access to food, hygiene, and basic needs.	24 FTE 50% of the staff are based on \$24/23 /hour (due to longevity) and 50% of the staff are based on \$22/hours	Various
Information & Resource Specialist	0.17	\$ 9,000	Oversees intake and processing of guests at site	24 FTE * \$48,029 annual salary prorated to 2 months = \$1,152,696	Dion Nichols
Maintenance	0.17	\$ 10,000	Maintain the site, ensure all systems are operating smoothly, repair and replace	1 FTE at \$60,000 salary prorated to 2 months	Ramnarine Sooknanan
Janitorial	0.70	\$ 33,620	Clean facilities, empty trash, clear grounds around facilities, ensure guest bathrooms are clean, ensure high touch services are cleaned regularly, ensure facilities - both guest and staff spaces are clean and sanitized	4.2 FTE Janitorial staff 50% of the staff are based on \$24/23 /hour (due to longevity) and 50% of the staff are based on \$22/hours	Various
HR Generalist	0.03	\$ 2,550	Provides work in HR compliance, employee escalations, and employee status changes	4.2 FTE * \$48,029 annual salary prorated to 2 months = \$201,722	Christine Haverick
Hiring Specialist	0.03	\$ 2,380	Recruit, screen, interview, hire and onboard applicants for all sites	0.17 FTE at \$90,000 salary prorated to 2 months = \$15,300	Johnathon Cross
TOTAL	6.61	\$ 364,346		0.17 FTE at \$84,000 salary prorated to 2 months = \$14,280	
Employee Fringe Benefits		\$ 134,808	Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.		
Salaries & Benefits Total		\$ 499,154			

Operating Expenses	Budgeted Expense	Justification
Rental of Property	\$ -	
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 28,500	All utilities including gas & Electric, Phone lines, Water, Recology trash pic up
Office Supplies, Postage	\$ 1,000	Supplies necessary for administrative tasks, paper, binders, labels, clipboards, pens, etc
Building Maintenance Supplies and Repair	\$ 5,000	Supplies for maintenance of the building as well as repair costs
Printing and Reproduction	\$ -	N/A
Insurance	\$ 1,833	Liability operating insurance
Staff Training	\$ 1,667	Providing ongoing training to staff to improve performance and knowledge
Staff Travel-(Local & Out of Town)	\$ 17	Staff travel
Rental of Equipment	\$ -	N/A
	\$ -	N/A
Recology	\$ 2,771	Recology recycling and waste removal costs
Fire panel / extinguisher	\$ 1,333	Fire panel and extinguisher
Cable TV / WIFI / telecommunications	\$ 1,833	Internet for staff and guests on guest computers and cable TV for guests
Guest supplies, food socks etc	\$ 10,500	Guest supplies including food, hygienics, etc.
Staff supplies, first aid kits, medical / uniforms	\$ 2,391	Uniforms, First Aid Kits, AEDs, badges and lanyards, Radios, food and coffee
Staff recruitment	\$ -	N/A REMOVE
Linen	\$ 167	Guest linen
First Aid Kits/Medical Supplies/Facility Staff Uniforms	\$ 79	Uniforms, First Aid Kits, AEDs, badges and lanyards, Radios, food and coffee
Cell phones	\$ 800	Cell phones for staff use
Job Development Job Preparedness Workshops	\$ -	N/A REMOVE
Laundry Services	\$ 833	Guest laundry materials, processing, and transportation
Sharps Collection	\$ 250	hazmat removal
Shredding Service	\$ 26	Paper shredding
Pest Control	\$ 3,833	Elimination of rodents, bed bugs, mice, rats in the facility
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Subcontractor	\$ -	
BVHPF - Therapist / Supervisor & Care Managers	\$ 102,970	
	\$ -	
	\$ -	
TOTAL OPERATING EXPENSES	\$ 165,804	
Indirect Cost	12.0%	\$ 79,795

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
General Fund - One-Time FY20-21 CODB	\$ -	N/A	
FY21-22 Ongoing CODB	\$ -	N/A	
Actuals Adjustment	\$ -	N/A	
Ambassador Retro Pay (070122 - 113022)	\$ -		
TOTAL OTHER EXPENSES	\$ -		

Capital Expenses	Amount	Justification	Calculation
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
TOTAL CAPITAL EXPENSES	\$ -		

## 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.

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

**B. Invoicing System:**

1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure 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. Line Item Variance There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. 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.

General Fund	
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>

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

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

**A. Advance Requirements:**

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);

2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

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

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

### Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
San Francisco Mayors Office of Housing and Community Development	GFA-CBO Pool	July 1, 2022 – June 30, 2023	\$63,368
San Francisco Human Services Agency	Academic Assessment Services For WTW Participants	July 1, 2019 – June 30, 2024	\$336,641
San Francisco Human Services Agency	Cal-Learn Educational Support Services 19-24	July 1, 2019 – June 30, 2024	\$99,305
San Francisco Human Services Agency	Digital Services Program FY21-23	May 1, 2021 – June 30, 2023	\$231,000
Office of Economic and Workforce Development	TechSF On-Ramps	July 1, 2021 – June 30, 2023	\$200,000
Office of Economic and Workforce Development	Specialized Job Centers	July 1, 2021 – June 30, 2023	\$414,412
SF Adult Probation Department	Rent for Supportive Housing for Adult Probation clients	February 1, 2021 – July 21, 2023	\$130,000
Department of Homelessness and Supportive Housing (HSH)	Flex Housing Subsidy Pool	February 15, 2021 – June 30, 2023	\$6,000,000
Department of Homelessness and Supportive Housing (HSH)	Adante Non-Congregate Shelter	March 1, 2022 – June 30, 2023	\$8,015,742
Department of Homelessness and Supportive Housing (HSH)	Artmar Hotel	June 1, 2021 – June 30, 2024	\$6,704,364
Department of Homelessness and Supportive Housing (HSH)	Bayshore Navigation Center	January 1, 2021 – June 30, 2023	\$9,915,220
Department of Homelessness and Supportive Housing (HSH)	Embarcadero SAFE Center	September 1, 2020 – December 31, 2023	\$15,041,837
Department of Homelessness and Supportive Housing (HSH)	Ellis Semi-Congregate Shelter	December 15, 2022 – November 30, 2023	\$7,931,342.00
Department of Homelessness and Supportive Housing (HSH)	Next Door Site S	December 1, 2020 – June 30, 2025	\$32,449,102
Department of Homelessness and Supportive Housing (HSH)	Street Ambassador Services	June 1, 2022 – June 30, 2024	\$5,439,942
Department of Homelessness and Supportive Housing (HSH)	Support Services at 835 Turk	June 1, 2022 – June 30, 2025	\$2,836,435

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

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

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

**RECITALS**

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

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

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

**ARTICLE 1  
DEFINITIONS**

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

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or

supplements to any of the foregoing approved in writing by City.

- (c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or

unfounded, of whatsoever kind and nature.

- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

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

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

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

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

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance

authorization.

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

### **ARTICLE 3 TERM**

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.**
- (a) The term of this Agreement shall commence on **January 1, 2021** and expire on **June**

**30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

#### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

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

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

#### **4.5 Publications and Work Product.**

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

parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

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

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

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

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Fifteen Thousand Two Hundred Twenty Dollars (\$9,915,220)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement **Eight Hundred Eighteen Thousand Six Hundred Eighty Eight Dollars (\$818,688)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

### **5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall

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

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

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

**5.4 State or Federal Funds**

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

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

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

the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

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

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

## **ARTICLE 7 TAXES**

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

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

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

- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

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

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the

statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

**8.4 Conflict of Interest.**

- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
- (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

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

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

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

**ARTICLE 9  
INDEMNIFICATION AND GENERAL LIABILITY**

**9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is

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

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

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

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

PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 10  
INSURANCE**

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

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

**10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense**

**Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

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

City (after expiration of any grace period expressly stated in such agreement).

- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

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

disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

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

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

## **ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS**

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

**12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the

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

- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING**

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

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

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

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

## **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

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

such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

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

## **ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS**

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

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

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

Any notice of default must be sent by registered mail.

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

## **ARTICLE 16 COMPLIANCE**

- 16.1 Reserved.**

## 16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for

each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

**16.3 Reserved.**

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

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

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

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

**16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct

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

**16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

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

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

**16.13 Reserved. (Working with Minors).**

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

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

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

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code

(“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

**16.19 Distribution of Beverages and Water.**

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

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

**16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.**

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

**16.22 Additional Provisions for Shelter and Resource Center Grants – Standard of Care.**

(a) As required by Administrative Code Sec. 20.404, Grantee agrees to:

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24" × 48") towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;

- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;
- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
  - A. Appropriate and secure storage of medication;
  - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
  - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;

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

- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and
- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:
  - A. Hand washing requirements and other communicable disease prevention;
  - B. Proper food handling and storage;
  - C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
  - D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
  - E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;
  - F. On-the-job burn-out prevention;
  - G. Requirements under the ADA;
  - H. Policies and procedures explained in shelter training manuals; and
  - I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided below;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;

- (3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to \$1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;
- (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

**16.23 Reserved. (Additional Requirements for Federally-Funded Awards).**

**ARTICLE 17  
MISCELLANEOUS**

- 17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its

conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

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

- Appendix A, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees

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

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

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

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

- |             |                       |
|-------------|-----------------------|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records.    |

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

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

**17.12 Dispute Resolution Procedure.**

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
  - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
  - (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF).
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a

manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

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

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

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

**CITY**

**GRANTEE**

**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND  
PROGRAMS**

DocuSigned by:  
*Abigail Stewart-Kahn*  
By: E3BD6DD85B9945E...  
Abigail Stewart-Kahn  
Interim Director

DocuSigned by:  
*Steve Good*  
By: A6BB549EEFD413...  
Steve Good  
President & CEO  
City Supplier Number: 11181

Approved as to Form:

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

**Appendix A: Services to be Provided  
by  
Five Keys Schools And Programs  
Bayshore Navigation Center**

**I. Purpose of Grant**

The purpose of this grant is to provide Navigation Center services to help the served population obtain emergency nighttime sleeping accommodations, income, public benefits, health services, problem-solving, and housing, as available.

**II. Served Population**

Grantee shall serve adults, aged 18 or over, without custody of minor children who are experiencing homelessness, have no fixed, regular, and adequate nighttime residence, are residing on the street, and have a need for adequate emergency nighttime sleeping accommodations.

**III. Referral and Prioritization**

All Navigation Center guests shall be referred by the process established by the Department of Homelessness and Supportive Housing (HSH), unless City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

An example of a referral source is the San Francisco Homeless Outreach Team (SF HOT). The actual identification, outreach and referral of specific guests will be coordinated under the supervision of HSH.

The Navigation Center is not designed for or intended to accept open referrals or self-presentation to the program. Any individuals who are referred by entities other than the HSH established referral points or who self-present at the Navigation Center shall be directed to other resources. Grantee shall provide written and verbal information regarding other existing services to self-presenting individuals.

It is the intent of HSH to maximize use of the facility within the Navigation Center portfolio. However, types of stays may change, as needed, with HSH and Grantee approval, unless City requires Grantee to adjust stays in order to maintain the health and safety of guests in accordance with City requirements. Stay types at Navigation Center programs are outlined below.

Pathway Stays: Pathway Stays shall be used for guests who are referred after a clear path to a permanent placement is identified. With cooperation of the guest, the guest may stay at the Navigation Center until placement or transfer to another site. Exceptions include guests who do not cooperate or receive a Denial of Service (DOS) under the Grievance Policy (see Services Requirements). Grantee shall receive approval from HSH prior to any exits based on non-participation in support services for individuals in a Pathway Stay.

Examples of Pathway Stay referrals include, but are not limited to:

- Guests who are referred with a clear housing path by an approved referral site;

- Guests who have been designated as Housing Referral Status for HSH Permanent Supportive Housing or Rapid Rehousing via the Coordinated Entry process; or
- Unsheltered veterans awaiting a housing placement.

Time-Limited Stays: Time-Limited Stays are used to provide guests a respite from the streets, identify next steps or referral placements when possible, and to start guests on the path to service connections and benefits. Encouraging participation to the Coordinated Entry for Youth system is required to identify and make service connections. Time-Limited Stays are currently 30 days as set by HSH. Some guests on a Time-Limited Stay may be eligible for an extension of stay, as defined by the HSH Navigation Center Extension Policy. Examples of Time-Limited Stay referrals include, but are not limited to:

- Guests who are referred by HSH Outreach programs for an Outreach Time-Limited Stay;
- Guests who are referred by Healthy Street Operations Center (HSOC), San Francisco Police Department (SFPD), or Emergency Medical Services (EMS-6) for an HSOC Time-Limited Stay; or
- Guests who are referred by Homeward Bound for a Homeward Bound stay until their travel departure.

Guests on a Time-Limited Stay may be transferred to a Pathway Stay within the Navigation Center portfolio if a clear path to housing is identified and the change in stay is approved by HSH.

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

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on guest actions rather than functional addictions or problems, to at least 128 guests at any given time, unless City requires Grantee to serve fewer guests in order to maintain the health and safety of staff and guests.

##### **A. Support Services**

Grantee shall provide support services, as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

Participation in support services is a requirement for all guests for continued placement in the Navigation Center program. Guests in a Time-Limited Stay will not be able to extend if not participating in support services. Support Services include, but are not limited to:

1. **Intake and Assessment:** Grantee shall conduct an intake and assessment to develop a service plan, and make any updates, to determine and document guest needs and develop a plan. In the intake and assessment, Grantee shall include established consent forms that support exchange of guest information with program partners, including the data tracking partners for purposes of program analysis.
2. **Assessment and Individual Service Plans:** Grantee shall conduct a support services assessment to document guest needs. Grantee shall create service plans

based on intake and assessment information. Service plans shall include issues identified by the guest and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the guest's stay.

3. **Engagement:** Grantee shall actively engage with guests to support their connection to needed services, progress on their individual service plans to end guest homelessness. Grantee shall create a regular schedule of outreach to guests and shall provide services based on guest services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all guests 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 Navigation Center guests.
4. **Case Management:**
  - a. Grantee shall provide ongoing meetings and counseling services with guests to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
  - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual, and couple focused, as appropriate, to guest situation and needs.
  - c. Grantee shall assist guests in Pathway Stays in applying for and 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. Grantee shall communicate with 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. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when guests show signs of difficulty or lack of progress in acquiring necessary documentation.
5. **Benefits Navigation:** Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible guests to obtain Medi-Cal, CalFresh, CalWORKs for pregnant guests and County Adult Assistance Program (CAAP) benefits. HSA will outstation San Francisco Benefits Navigator (SFBN) and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of fully integrating benefits application services into the Navigation Center and approving guests for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for HSA EWs.

Grantee shall assist guests in applying for benefits through MyBenefitsCalWIN (MyBCW), an online benefits application portal. Grantee shall participate in training provided by HSA on how to apply for benefits on behalf of a guest through MyBCW.

Grantee shall assist guests with keeping appointments related to HSA benefits applications and maintaining established benefits.

6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance to HSH policy to assess guest safety when there is reason to believe the guest is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Guest Activities:
  - a. Grantee shall provide guests with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other guests, or to celebrate/commemorate significant individual, holiday and community events. These events may be planned with or based on input from guests. Grantee shall post a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for guests during which guests may discuss concerns and program ideas.
  - c. Grantee shall promote leadership and incorporate the served population feedback into program planning, implementation and ongoing operation.
  - d. Grantee shall provide community service, training, and/or employment opportunities to guests in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
  - a. Grantee shall link Time-Limited Navigation Center guests to HSH Access Points, for the guests to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any guests who display indications of difficulty getting to an HSH Access Point.
  - b. Grantee shall assist guests to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with guests regarding the process, and, as necessary, re-referral.
  - c. Grantee shall escort guests to critical off-site appointments, particularly those related to benefits and exit placements, and support guests to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist guests in getting to critical appointments.
9. Exit Planning: Grantee shall provide exit planning to guests preparing to leave the Navigation Center for any number of reasons, including but not limited to moving into permanent supportive housing, guests about to be issued a DOS, and guests who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit the Navigation Center program.

## B. Emergency Services

Grantee shall operate the Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation, unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall coordinate reservations with Access Points, and HSH approved outreach entities and report daily attendance utilizing HSH approved data systems. Grantee shall also designate a point of contact for coordination purposes.
2. Grantee shall provide safe and clean sleeping accommodations to at least 128 guests nightly, unless City requires Grantee to serve fewer guests in order to maintain the health and safety of staff and guests.
3. Grantee shall provide an average of two meals per day. Grantee shall make meals available to guests 24 hours per day, upon request. In the community room, Grantee shall also provide guests access to some beverages and snacks throughout the day.
4. Grantee shall create and maintain policies and procedures, which include guest responsibilities, and provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
5. Grantee shall provide and maintain a guest community/gathering space that is available away from sleeping areas for guest use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, guest service areas, main guest entrance point, and guest laundry facilities and detergents to facilitate equitable use by all guests.
7. Grantee shall provide program access without a curfew 24 hours a day, seven day a week for guests.
8. Grantee shall maintain a guest and service partner log to record entries and exits.
9. Grantee shall provide property storage for guests with secure and controlled access at the program site 24 hours a day, seven days a week.
10. Grantee shall provide written notice or warning to guests 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 Grantee staff.
11. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur

regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.

- a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
- b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
- c. Grantee 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.

## **V. Location and Time of Services**

Grantee shall provide services at 125 Bayshore Boulevard, San Francisco, CA, 24 hours per day, seven days a week. Grantee shall provide regular intake of new guests Monday through Friday during business hours. Grantee shall provide emergency intake of new guests 24 hours per day, seven days a week based on approved protocols and referral sources. Grantee shall negotiate with and seek approval from HSH for adjustments to intake hours.

## **VI. Service Requirements**

- A. Language and Interpretation Services: Grantee shall ensure that interpreter services are available, as needed. Grantee shall address the needs of and provide services to guests who primarily speak language(s) other than English.
- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guest progress.
- C. Grantee shall provide the staff necessary to effectively administer Navigation Center services as defined in part by the shelter Standards of Care. Staff shall include, but not be limited to:
  1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
  2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
  3. At least one staff member on each shift that speaks Spanish.

- D. Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on guest retention and participation during the guest's Navigation Center stay.
  
- E. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that clients 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.
  
- F. HSH Good Neighbor Policy:
  - 1. Grantee shall work with neighbors and other relevant City agencies to ensure that neighborhood concerns about the facility are heard and addressed.
  - 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
  - 3. Grantee shall minimize the impact on the neighborhood of Navigation Center guests entering, exiting, or waiting for services. The Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24 hour access to the site for registered guests.
  - 4. Grantee shall actively discourage and address excessive noise from program guests and others who may be just outside the program site.
  - 5. Grantee 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.
  - 6. Grantee shall, in conjunction with HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Navigation Center and how individuals are referred.
  - 7. Grantee shall implement management practices necessary to ensure that staff and guests maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
  
- G. Safety and De-Escalation: Grantee 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 Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
  - 1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
  - 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
  - 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
  - 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and

5. Assistance with conflict de-escalation and crisis management.
- H. Complaint and Grievance Procedure: Grantee shall create and implement a written complaint and grievance procedure for guests which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
  3. The right of a guest dissatisfied with the decision to ask for a review and recommendation from the someone in the Grantee's chain of command that has not been part of the complaint process to date and that has purview over the aggrieved service. Grantee shall provide a copy of this procedure, and any amendments thereto, to each guest, along with the HSH Navigation Center Program Manager or his/her designated agent.
  4. Any DOS for a Navigation Center guest must follow the Shelter Grievance Policy and procedures, unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
- I. Satisfaction Survey: Grantee shall conduct a written quarterly Navigation Center Guest Satisfaction Survey in order to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served populations regarding completion of the survey if the written format presents any problem.
- J. Harm Reduction: Grantee shall promote harm-reduction and community safety by addressing biohazard disposal, needle stick protocols, overdose prevention and response training, and facilitation of access to and administration of overdose response supplies, such as Naloxone.
- K. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, guest engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for guests and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement). Grantee shall keep an accurate Staff Training log to document all trainings attended by staff.
- L. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, unless otherwise directed by the City in cases of public health or other emergency situations. City Communications and Policies include, but are not limited to including:
1. Create and maintain policies and procedures around guest responsibilities that support the pet friendly environment;
  2. Regular communication to HSH about the implementation of the program;
  3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings;

when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.

4. Attendance of trainings, as requested;
  5. Adherence to the Shelter Standards of Care requirements as appropriate to Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring Navigation Centers;
  6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
  7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- M. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the Navigation Center by staff or guests. Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- N. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the Navigation Center and the services and programs provided to the Navigation Center guests. Subcontracts include agreements for meal provision and specialized guest support. Any subcontracted services shall coordinate guest meals, delivery schedule, and related communications in order ensure service expectations are met.
- O. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- P. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City approved staff in order to respond to emergencies.
- Q. Data Standards:

1. Grantee shall 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.
2. 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 Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as applicable.

R. Record Keeping and Files:

1. Grantee shall maintain required, appropriate and confidential guest records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program
2. Electronic guest records shall be maintained accurately and up to date in HSH approved data systems, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational guest records.
3. Grantee shall upload copies of guest documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
4. Grantee shall document outcomes related to every guest exit. Grantee 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. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status guests exit their Navigation Center program.

**VII. Service Objectives**

Grantee shall achieve the following service objectives annually, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall provide intake and assessment to 100 percent of all initial guests and updates for returning guests.
- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of the program guests. 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 guest's record.
- C. 90 percent of guests in a Time-Limited Stay shall be assessed via Coordinated Entry within one week of placement at the Navigation Center.
- D. 100 percent of guests in a Time-Limited Stay shall be engaged in Exit Planning including Problem Solving and/or encouraged to get a profile in the Shelter

Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.

- E. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate.

**VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives annually:

- A. 75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.

**IX. Reporting Requirements**

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall report daily available placements by 8:30 am, via method approved by HSH, beds ready for Navigation Center placements. Grantee shall report to HSH Program Manager any bed that will be off-line for more than one day.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in Sections VII & VIII Service and Outcome Objectives. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter:
  - 1. Percentage of guests served in the quarter with a service plan;
  - 2. Percentage of guests in a time-limited stay assessed by Coordinated Entry within week of placement;
  - 3. Percentage of guests in a time-limited stay provided with exit planning;
  - 4. Percentage of guests provided with referrals to benefits, employment, health, and related transportation support, if needed;
  - 5. Response rate for satisfaction survey; and
  - 6. Percentage of those completing the quarterly satisfaction survey that rated the program as satisfactory.
- C. Grantee shall provide an annual report summarizing the Agreement activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.
  - 1. Percentage of guests served in the fiscal year with a service plan;
  - 2. Percentage of guests in a time-limited stay assessed by Coordinated Entry within week of placement;
  - 3. Percentage of guests in a time-limited stay provided with exit planning;
  - 4. Percentage of guests provided with referrals to benefits, employment, health, and related transportation support if needed;
  - 5. Response rate for satisfaction survey; and

6. Percentage of those completing the quarterly satisfaction survey that rated the program as satisfactory.
- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
  - E. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee strives to meet the requirements of and participate in the evaluation program and management information systems of the City, as mutually agreed upon. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

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

## **X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, guest files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, reported program data, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J	K	L	M	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																
2	APPENDIX B, BUDGET																
3	Document Date	1/24/2021															
4	Contract Term	Begin Date	End Date	Duration (Years)													
5	Current Term	1/1/2021	6/30/2023	3													
6	Amended Term	1/1/2021	6/30/2023	3													
7	Provider Name	Five Keys Schools & Programs															
8	Program	Bayshore Navigation Center															
9	FSP Contract ID#	1000020689															
10	Action (select)	New Agreement															
11	Effective Date	1/1/2021															
12	Budget Name	General Fund - Navigation Center															
13		Current	New														
14	Term Budget	\$ -	\$ 9,096,533														
15	Contingency	\$ -	\$ 818,688	9%													
16	Not-To-Exceed	\$ -	\$ 9,915,220														
		Year 1			Year 2			Year 3			All Years						
		1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	1/1/2021 - 6/30/2023	1/1/2021 - 6/30/2023	1/1/2021 - 6/30/2023				
		New	New	New	New	New	New	New	New	New	New	New	New				
19	Expenditures																
20	Salaries & Benefits	\$ -	\$ 1,102,136	\$ 1,102,136	\$ -	\$ 2,204,271	\$ 2,204,271	\$ -	\$ 2,204,271	\$ 2,204,271	\$ -	\$ 5,510,678	\$ 5,510,678				
21	Operating Expense	\$ -	\$ 522,246	\$ 522,246	\$ -	\$ 1,044,491	\$ 1,044,491	\$ -	\$ 1,044,491	\$ 1,044,491	\$ -	\$ 2,611,228	\$ 2,611,228				
22	Subtotal	\$ -	\$ 1,624,381	\$ 1,624,381	\$ -	\$ 3,248,762	\$ 3,248,762	\$ -	\$ 3,248,762	\$ 3,248,762	\$ -	\$ 8,121,905	\$ 8,121,905				
23	Indirect Percentage	12.00%		12.00%	12.00%		12.00%	12.00%		12.00%							
24	Indirect Cost (Line 21 X Line 22)	\$ -	\$ 194,926	\$ 194,926	\$ -	\$ 389,851	\$ 389,851	\$ -	\$ 389,851	\$ 389,851	\$ -	\$ 974,629	\$ 974,629				
25	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
28	Total Expenditures	\$ -	\$ 1,819,307	\$ 1,819,307	\$ -	\$ 3,638,614	\$ 3,638,614	\$ -	\$ 3,638,614	\$ 3,638,614	\$ -	\$ 9,096,534	\$ 9,096,534				
29																	
30	HSR Revenues (select)																
31	General Fund - Ongoing		\$ 1,819,307	\$ 1,819,307		\$ 3,638,613	\$ 3,638,613		\$ 3,638,613	\$ 3,638,613	\$ -	\$ 9,096,533	\$ 9,096,533				
32			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
33			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
34			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
35			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
36			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
37			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
38			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
39			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
40	Total HSR Revenues	\$ -	\$ 1,819,307	\$ 1,819,307	\$ -	\$ 3,638,613	\$ 3,638,613	\$ -	\$ 3,638,613	\$ 3,638,613	\$ -	\$ 9,096,533	\$ 9,096,533				
41	Other Revenues (to offset Total Expenditures & Reduce HSR Revenues)																
42			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
43			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
44			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
45			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
46			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
48																	
49	Total HSR + Other Revenues	\$ -	\$ 1,819,307	\$ 1,819,307	\$ -	\$ 3,638,613	\$ 3,638,613	\$ -	\$ 3,638,613	\$ 3,638,613	\$ -	\$ 9,096,533	\$ 9,096,533				
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
52																	
53	Prepared by	Bobby McCarthy															
54	Phone																
55	Email	robert.j.mccarthy@sfgov.org															

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	BV			
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																									
2	SALARY & BENEFIT DETAIL																									
3	Document Date 1/24/2021																									
4	Provider Name Five Keys Schools & Programs																									
5	Program Bayshore Navigation Center																									
6	FSP Contract ID# 1000020689																									
7	Budget Name General Fund -																									
8		Year 1						Year 2						Year 3						All Years						
9	POSITION TITLE	Agency Totals		For HSH Funded Program		1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	1/1/2021 - 6/30/2023			
10		New		New		New		New		New		New		New		New		New		New		New				
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary			
12		\$ 120,000	1.00	26%	0.26	\$ 31,238	\$ 31,238	\$ 120,000	1.00	52%	0.52	\$ 62,476	\$ 62,476	\$ 120,000	1.00	52%	0.52	\$ -	\$ 62,476	\$ 62,476	\$ 156,190					
13	\$ 75,000	1.50	38%	0.56	\$ 42,347	\$ 42,347	\$ 75,000	1.50	75%	1.13	\$ 84,694	\$ 84,694	\$ 75,000	1.50	75%	1.13	\$ -	\$ 84,694	\$ 84,694	\$ 211,735						
14	\$ 65,000	1.50	38%	0.57	\$ 37,041	\$ 37,041	\$ 65,000	1.50	76%	1.14	\$ 74,082	\$ 74,082	\$ 65,000	1.50	76%	1.14	\$ -	\$ 74,082	\$ 74,082	\$ 185,205						
15	\$ 55,000	1.50	35%	0.52	\$ 28,635	\$ 28,635	\$ 55,000	1.50	69%	1.04	\$ 57,269	\$ 57,269	\$ 55,000	1.50	69%	1.04	\$ -	\$ 57,269	\$ 57,269	\$ 143,173						
16	\$ 60,000	6.00	44%	2.64	\$ 158,540	\$ 158,540	\$ 60,000	6.00	88%	5.28	\$ 317,079	\$ 317,079	\$ 60,000	6.00	88%	5.28	\$ -	\$ 317,079	\$ 317,079	\$ 792,698						
17	\$ 40,000	23.00	50%	11.47	\$ 458,822	\$ 458,822	\$ 40,000	23.00	100%	22.94	\$ 917,643	\$ 917,643	\$ 40,000	23.00	100%	22.94	\$ -	\$ 917,643	\$ 917,643	\$ 2,294,108						
18	\$ 45,000	1.50	36%	0.54	\$ 24,429	\$ 24,429	\$ 45,000	1.50	72%	1.09	\$ 48,857	\$ 48,857	\$ 45,000	1.50	72%	1.09	\$ -	\$ 48,857	\$ 48,857	\$ 122,143						
19	\$ 45,000	1.50	35%	0.52	\$ 23,429	\$ 23,429	\$ 45,000	1.50	69%	1.04	\$ 46,857	\$ 46,857	\$ 45,000	1.50	69%	1.04	\$ -	\$ 46,857	\$ 46,857	\$ 117,143						
20					\$ -	\$ -					\$ -	\$ -								\$ -	\$ -	\$ -				
21					\$ -	\$ -					\$ -	\$ -								\$ -	\$ -	\$ -				
54					\$ -	\$ -					\$ -	\$ -								\$ -	\$ -	\$ -				
55		TOTAL SALARIES					\$ -	\$ 804,479	\$ 804,479	TOTAL SALARIES					\$ -	\$ 1,608,957	\$ 1,608,957	TOTAL SALARIES					\$ -	\$ 1,608,957	\$ 1,608,957	\$ 4,022,393
56		TOTAL FTE		17.09					TOTAL FTE		34.18					TOTAL FTE		34.18								
57		FRINGE BENEFIT RATE		37.00%					FRINGE BENEFIT RATE		37.00%					FRINGE BENEFIT RATE		37.00%								
58		EMPLOYEE FRINGE BENEFITS		\$ -	\$ 297,657	\$ 297,657			EMPLOYEE FRINGE BENEFITS		\$ -	\$ 595,314	\$ 595,314			EMPLOYEE FRINGE BENEFITS		\$ -	\$ 595,314	\$ 595,314	\$ 1,488,285					
59		TOTAL SALARIES & BENEFITS		\$ -	\$ 1,102,136	\$ 1,102,136			TOTAL SALARIES & BENEFITS		\$ -	\$ 2,204,271	\$ 2,204,271			TOTAL SALARIES & BENEFITS		\$ -	\$ 2,204,271	\$ 2,204,271	\$ 5,510,678					
60																										
61																										
62																										

	A	D	G	J	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>				
2	<b>OPERATING DETAIL</b>				
3	Document Date				
4	Provider Name				
5	Program				
6	FSP Contract ID#				
7	Budget Name				
8					
9		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>All Years</b>
10		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	1/1/2021 - 6/30/2023
11		New	New	New	New
12	<b>Operating Expenses</b>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 50,000	\$ 100,000	\$ 100,000	\$ 250,000
15	Office Supplies, Postage	\$ 10,000	\$ 20,000	\$ 20,000	\$ 50,000
16	Building Maintenance Supplies and Repair	\$ 20,000	\$ 40,000	\$ 40,000	\$ 100,000
17	Printing and Reproduction	\$ 5,000	\$ 10,000	\$ 10,000	\$ 25,000
18	Insurance	\$ 10,000	\$ 20,000	\$ 20,000	\$ 50,000
19	Staff Training	\$ 6,500	\$ 13,000	\$ 13,000	\$ 32,500
20	Staff Travel-(Local & Out of Town)	\$ 1,000	\$ 2,000	\$ 2,000	\$ 5,000
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -
22					\$ -
23	Recology	\$ 26,250	\$ 52,500	\$ 52,500	\$ 131,250
24	Fire panel / extinguisher	\$ 2,000	\$ 4,000	\$ 4,000	\$ 10,000
25	Cable TV / WIFI / telecommunications	\$ 9,375	\$ 18,750	\$ 18,750	\$ 46,875
26	Program and client supplies, services	\$ 33,857	\$ 67,713	\$ 67,713	\$ 169,283
27	Staff equipment and supplies	\$ 15,265	\$ 30,529	\$ 30,529	\$ 76,323
28	Staff recruitment	\$ 1,000	\$ 2,000	\$ 2,000	\$ 5,000
29	Blankets/Sheets/Towels	\$ 2,625	\$ 5,250	\$ 5,250	\$ 13,125
30	First Aid Kits/Medical Supplies/Facility Staff Uniforms	\$ 3,500	\$ 7,000	\$ 7,000	\$ 17,500
31	Cell phones	\$ 1,950	\$ 3,900	\$ 3,900	\$ 9,750
32	YCD Job Development Job Preparedness Workshops	\$ 9,375	\$ 18,750	\$ 18,750	\$ 46,875
33	Laundry Services	\$ 20,625	\$ 41,250	\$ 41,250	\$ 103,125
34	Sharps Collection	\$ 750	\$ 1,500	\$ -	\$ 2,250
35	Shredding Service	\$ 1,875	\$ 3,750	\$ 1,500	\$ 7,125
36	Pest Control	\$ 4,125	\$ 8,250	\$ 3,750	\$ 16,125
37		\$ -		\$ 8,250	\$ 8,250
38					\$ -
41					\$ -
42	<b>Subcontractor</b>				\$ -
43	BVHPF - Therapist / Supervisor & Care Managers	\$ 287,175	\$ 574,349	\$ 574,349	\$ 1,435,873
44					\$ -
66					\$ -
67					\$ -
68	<b>TOTAL OPERATING EXPENSES</b>	\$ 522,246	\$ 1,044,491	\$ 1,044,491	\$ 2,611,228
69					
70	<b>Other Expenses (not subject to indirect cost %)</b>				
71					\$ -
72					\$ -
73					\$ -
83					
84	<b>TOTAL OTHER EXPENSES</b>	\$ -	\$ -	\$ -	\$ -
85					
86	<b>Capital Expenses</b>				
87					\$ -
88					\$ -
89					\$ -
94					
95	<b>TOTAL CAPITAL EXPENSES</b>	\$ -	\$ -	\$ -	\$ -
96					
97	<b>HSH #3</b>				1/22/2020

## Appendix C, Method of Payment

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

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

B. **Invoicing System:**

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

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

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

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

General Fund	
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 each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>

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

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

**A. Advance Requirements:**

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

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

**B. Advance Request Process:**

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

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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



## Appendix E – Permitted Subgrantees

1. Bayview Hunters Point Foundation
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DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Five Keys: Bayshore Navigation Center Grant Agreement Second Amendment

Homelessness and Behavioral Health Select Committee | September 8, 2023



# Proposed Amendment Details

- **Resolution:** Approve the **second amendment** to the grant agreement between HSH and **Five Keys Schools and Programs** for **services at the Bayshore Navigation Center**.
- **Term:**
  - Current Term: January 1, 2021 – September 30, 2023
  - Amended Term: **January 1, 2021 – June 30, 2026**
- **Amount:** Increases not-to-exceed amount by **\$15,155,89** for a total not-to-exceed amount of **\$25,071,113**.

# Grant Agreement Overview

• Bayshore Navigation Center located at **125 Bayshore Boulevard**.

• Shelter for **128 adults**.

• Five Keys services include:

- Intake
- Care management
- Benefits navigation
- Wellness checks
- Support groups
- Exit planning
- Shelter operations

## Cost Per Bed Per Night

- Five Keys Service Agreement: **\$100.19**
- Not included:
  - Lease Costs: **\$12.13**
  - Meals: **\$12.62**
  - Shelter health and shelter transportation

# Program Context

- **128** of HSH's **1,076 navigation center** beds at **8 sites**.
- Navigation centers are **low-barrier shelters** that offer flexibility for **partners, pets, and possessions**
- Bayshore was **95% occupied** as of August 30, 2023
- Site served **342 guests** in FY 2022-23

Guests served:  
FY2022-23

43% Black

19% Latinx

12% LGBTQ+

3% TGNC



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Questions?

Thank you!

Member, Board of Supervisors  
District 9



City and County of San Francisco

HILLARY RONEN

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DATE: August 31, 2023

TO: Angela Calvillo  
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Hillary Ronen".

FROM: Supervisor Hillary Ronen, Chair, Homelessness and Behavioral Health Select  
Committee

RE: Homelessness and Behavioral Health Select Committee  
COMMITTEE REPORT

---

Pursuant to Board Rule 4.20, as Chair of the Homelessness and Behavioral Health Select Committee, I have deemed the following matters of an urgent nature and request they be considered by the full Board on Tuesday, September 12, 2023, as Committee Reports:

1. 230869 Grant Agreement Amendment - Homeless Prenatal Program - Homelessness Prevention Assistance - Not to Exceed \$23,461,035
2. 230870 Grant Agreement Amendment - Brilliant Corners - Young Adult Rapid Re-Housing - Not to Exceed \$27,309,402
3. 230871 Grant Agreement Amendment - Tenderloin Housing Clinic, Inc. - Master Lease Hotels - Not to Exceed \$241,657,513
4. 230872 Grant Agreement Amendment - Five Keys Schools and Programs - Bayshore Navigation Center - Not to Exceed \$25,071,113

These matters will be heard in the Homelessness and Behavioral Health Select Committee at a Special Meeting on Friday, September 8, 2023, at 10:00 a.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. (415) 554-5184  
Fax No. (415) 554-5163  
TDD/TTY No. (415) 554-5227

## MEMORANDUM

TO: Tom Paulino, Liaison to the Board of Supervisors, Office of the Mayor  
Shireen McSpadden, Executive Director, Department of Homelessness  
and Supportive Housing

FROM: Stephanie Cabrera, Assistant Clerk, Homelessness and Behavioral Health  
Select Committee, Board of Supervisors

DATE: July 31, 2023

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Homelessness and Behavioral Health Select Committee has received the following proposed legislation, introduced by Mayor London N. Breed on July 25, 2023:

**File No. 230872**

**Resolution approving the second amendment to the grant agreement between Five Keys Schools and Programs and the Department of Homelessness and Supportive Housing ("HSH") for shelter and support services at the Bayshore Navigation Center; extending the grant term by 33 months for a total term of January 1, 2021, through June 30, 2026; increasing the agreement amount by \$15,155,893 for a total amount not to exceed \$25,071,113; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.**

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [Stephanie.Cabrera@sfgov.org](mailto:Stephanie.Cabrera@sfgov.org).

cc: Andres Power, Office of the Mayor  
Dylan Schneider, Department of Homelessness and Supportive Housing  
Emily Cohen, Department of Homelessness and Supportive Housing  
Bridget Badasow, Department of Homelessness and Supportive Housing