

File No. 220881

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date September 7, 2022

Board of Supervisors Meeting Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

- Amendment No. 2 6/1/2022
- Amendment No. 1 4/1/2021
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date September 1, 2022

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Shelter-in-Place Hotel
2 Support Services - Not to Exceed \$27,232,424]

3 **Resolution approving the third amendment to the grant agreement between Five Keys**
4 **Schools and Programs and the Department of Homelessness and Supportive Housing**
5 **(“HSH”) for support services at a Shelter-in-Place Hotel Site located at 1231 Market**
6 **Street; extending the grant term by three months from December 31, 2022, for a total**
7 **term of September 1, 2020, through March 31, 2023; increasing the agreement amount**
8 **by \$6,522,515 for a total amount not to exceed \$27,232,424; and authorizing HSH to**
9 **enter into any additions, amendments, or other modifications to the agreement that do**
10 **not materially increase the obligations or liabilities or materially decrease the benefits**
11 **to the City.**

12
13 WHEREAS, In response to the COVID-19 pandemic, Mayor London N. Breed declared
14 a local emergency in February 2020, and the San Francisco County Health Officer issued an
15 order in March 2020 requiring individuals to shelter in place to mitigate community spread;
16 and

17 WHEREAS, In April 2020, the City and County of San Francisco (“City”) opened the
18 Shelter-in-Place Hotel program (“SIP Hotel Program”) as a temporary emergency measure to
19 provide a safe place for households experiencing homelessness who were at the highest risk
20 for severe disease to shelter in place; and

21 WHEREAS, The City provided 2,288 rooms across 25 sites at the SIP Hotel Program’s
22 peak and has served over 3,700 guests since April 2020, including adults, families, and youth;
23 and

24 WHEREAS, In 2020, the Department of Homelessness and Supportive Housing
25 (“HSH”) selected Five Keys Schools and Programs (“Five Keys”) through RFQ #130 to

1 provide supportive services to approximately 459 guests staying at the SIP Hotel located at
2 1231 Market Street (“Program”); and

3 WHEREAS, HSH entered into a grant agreement (“Agreement”) in September 2020 for
4 the term September 1, 2020, to June 30, 2021, in an amount not to exceed \$9,665,000 with
5 Five Keys to provide these services at the Program, a copy of which is on file with the Clerk of
6 the Board of Supervisors in File No. 210501; and

7 WHEREAS, The first amendment to the Agreement, which extended the Agreement
8 term for Five Keys to continue to provide these services by 12 months to June 30, 2022, and
9 increased the not to exceed amount by \$10,544,909 for a total amount not to exceed
10 \$20,209,909 was approved by the Board of Supervisors in Resolution No. 289-21, and a copy
11 of the first amendment is on file with the Clerk of the Board of Supervisors in File No. 210501;
12 and

13 WHEREAS, HSH executed a second amendment to the Agreement in June 2022 that
14 extended the Agreement term by an additional six months to December 31, 2022, and
15 increased the not to exceed amount by \$500,000 for a total amount not to exceed
16 \$20,709,909; a copy of which is on file with the Clerk of the Board of Supervisors in File
17 No. 220881; and

18 WHEREAS, As part of the Mayor’s Homelessness Recovery Plan, the City committed
19 to providing a stable exit from homelessness for guests in the SIP Hotel Program, and as of
20 July 2022, over 1,200 guests from the SIP Hotel Program have exited into Permanent
21 Supportive Housing; and

22 WHEREAS, The Program is one of the last sites scheduled to close, and it will take
23 time to place guests in appropriate exit destinations and turn over the site; and

24 WHEREAS, The proposed third amendment (“Amendment”) to the Agreement would
25 extend the Agreement for Five Keys to continue to provide these services by up to three

1 months up to March 31, 2023, and increase the not to exceed amount by \$6,522,515 for a
2 total amount not to exceed \$27,232,424; and

3 WHEREAS, Per Agreement Section 3.2 (Duration of Term), the term of this Agreement
4 expires on March 31, 2023, or earlier to coincide with termination of the City's separate SIP
5 Hotel Emergency Agreement as provided under Agreement Section 11.3 (Termination for
6 Convenience); and

7 WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of
8 Supervisors in File No. 220881, substantially in final form, with all material terms and
9 conditions included, and only remains to be executed by the parties upon approval of this
10 Resolution; and

11 WHEREAS, The Amendment requires Board of Supervisors approval under Section
12 9.118 of the Charter; now, therefore, be it

13 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
14 of HSH ("Director") or their designee to execute the Amendment to extend the term from
15 September 1, 2020, through December 31, 2022, to September 1, 2020, through March 31,
16 2023, and to increase the not to exceed amount by \$6,522,515 for a total amount not to
17 exceed \$27,232,424; and, be it

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

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

1 for inclusion in File No. 220881; this requirement and obligation resides with HSH, and is for
2 the purposes of having a complete file only, and in no manner affects the validity of the
3 approved agreement.

4

5

6

7

8

9

10

11

12

13

14 Recommended:

15

16 _____ /s/

17 Shireen McSpadden

18 Executive Director, HSH

19

20

21

22

23

24

25

<p>Item 5 File 22-0881</p>	<p>Department: Homelessness and Supportive Housing</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the Third Amendment to the grant agreement between the City and Five Keys Schools and Programs (Five Keys), extending the term by three months until March 31, 2023, and increasing the not-to-exceed amount by \$6,522,515—from \$20,709,909 to \$27,232,424. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Five Keys provides programming and services at three of the Shelter in Place hotels (SIP hotels), including the Hotel Whitcomb located at 1231 Market Street. On November 20, 2020, the Department of Homelessness and Supportive Housing (HSH) entered into an agreement with Five Keys to provide supportive and operational services to an estimated 459 guests staying at the Hotel Whitcomb. The Human Services Agency (HSA) has a separate Emergency Agreement with Hotel Whitcomb’s owner, “1231 Market Street Owner, L.P.” for rooms and services as part of the City’s SIP Hotel program. • The agreement has been amended twice. In June 2021, the Board of Supervisors approved the First Amendment to the Agreement which extended the term by one year through June 30, 2022 and increased the not to exceed amount from \$9,665,000 to \$20,209,909. In June 2022, HSH administratively adopted the Second Amendment to the Agreement to extend the term of the agreement by six months through December 31, 2022 and increase the total not to exceed amount from \$20,209,909 to \$20,709,909. • The term end date of the proposed Third Amendment is consistent with the proposed extension for the HSA emergency agreement for Hotel Whitcomb rooms and services (see File 22-0883). <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The \$6,522,515 increase is for services at the Hotel Whitcomb Shelter-in-Place hotel site through March 31, 2023. In accordance with granting agency claiming timelines, HSH will seek reimbursement from federal, state, and local sources, including the Federal Emergency Management Agency, the State’s Project Roomkey Allocation (expiring in June 2023), the Federal Emergency Solutions Grant and Community Development Block Grant, the State Homeless Housing, Assistance and Prevention Grant, and Proposition C. Remaining expenses would be funded from the City’s General Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

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

Five Keys Schools and Programs

Five Keys Schools and Programs (Five Keys) was founded in 2003 by the San Francisco Sheriff's Department as an accredited charter high school to provide diploma programs for adults in county jails. Five Keys has grown and expanded its programs and services to include career centers, transitional shelter operations, permanent supportive housing, and transitional employment placement for formerly incarcerated individuals and people currently or formerly experiencing homelessness. Five Keys provides programming and services at three of the Shelter in Place hotels (SIP hotels), including the Hotel Whitcomb located at 1231 Market Street, as discussed below.

Existing Agreement for Support Services at 1231 Market Street

On November 20, 2020, the Department of Homelessness and Supportive Housing (HSH) entered into an agreement with Five Keys to provide supportive and operational services to an estimated 459 guests staying at the Shelter in Place hotel site located at 1231 Market Street.¹ The original grant agreement provided for a not to exceed amount of \$9,665,000 over a total term of September 1, 2020 through June 30, 2021. The Human Services Agency (HSA) has a separate Emergency Agreement with Hotel Whitcomb's owner, "1231 Market Street Owner, L.P." for rooms and services as part of the City's SIP Hotel program. The SIP Hotel Program was a key part of the City's Alternative Shelter Program that provided shelter to COVID-vulnerable individuals experiencing homelessness.

¹ Five Keys was selected to provide supportive and operational services at the Hotel Whitcomb based on responses to a Request for Qualifications (RFQ No. 130) for time-limited and as needed services for shelter in place sites, congregate setting sites, and isolation and quarantine sites. The RFQ was designed to make multiple awards to qualified applicants on a rolling basis with various start dates and terms. The COVID-19 Command Center (CCC) matched providers that met Minimum Qualifications with programs and sites based on their RFQ responses and ability to provide services in a timely manner. The Minimum Qualifications were: (1) not debarred from doing business with the federal government, (2) two or more years of experience providing services to persons experiencing or at-risk of experiencing homelessness or who are underserved, and (3) two or more years of experience operating temporary or permanent housing or other property management experience.

On June 15, 2021, the Board approved the First Amendment to the Agreement (File 21-0501) which extended the term of the agreement by one year through June 30, 2022 and increased the not to exceed amount from \$9,665,000 to \$20,209,909.

On June 1, 2022, HSH administratively adopted the Second Amendment to the Agreement to extend the term of the agreement by six months through December 31, 2022 and increase the total not to exceed amount from \$20,209,909 to \$20,709,909.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the Third Amendment to the grant agreement between the City and Five Keys, extending the term by three months until March 31, 2023 and increasing the not-to-exceed amount by \$6,522,515—from \$20,709,909 to \$27,232,424. The term end date is consistent with the proposed extension for the HSA emergency agreement for Hotel Whitcomb rooms and services (see File 22-0883).

Services Provided

The services required through the amendment are unchanged from the original agreement through which Five Keys must provide operations and support services to an estimated 459 guests staying at the Shelter in Place hotel site located at 1231 Market Street. The specific services to be provided through the amended agreement include:

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

The proposed agreement continues a partnership with Bayview Hunters Point Foundation, as subcontractor, which is responsible for providing case management services.

Reporting and Performance Monitoring

The proposed amendment does not change the original reporting and program monitoring requirements, which include reviewing documentation of progress towards service and outcome objectives, submission of forms related to Federal Emergency Management Agency (FEMA) reimbursement, notification to the City of any unplanned participant exits within 24 hours, participation, as requested by the City, in evaluative studies designed to show the effectiveness of services, and ad hoc reports as requested by HSH. The agreement also requires Five Keys to comply with fiscal compliance and contract monitoring to ensure sound financial management practices are in place.

HSH conducted a Shelter in Place (SIP) hotel program monitoring and audit (described below) between January 2022 and June 2022 of all active SIP hotel sites, including the Hotel Whitcomb,

to confirm that service providers had complied with service requirements. According to HSH, Five Keys demonstrated compliance with goals and objectives of the agreement based on the audit. In addition, results from the City's fiscal and compliance monitoring of Five Keys for FY 2021-22 identified no findings.

SIP Hotel Program Monitoring

Program monitoring of SIP hotel sites assessed compliance with requirements regarding appropriate documentation of guests in intake folders and the ONE System, and connection of guests to appropriate medical or behavioral health services and community services to assist guests transitioning from SIP hotels to appropriate placements.² According to HSH staff, program monitoring of SIP hotels did not include other elements normally included in HSH's monitoring of permanent shelter programs (e.g., customer satisfaction, staff development and training activities and physical accessibility/cultural competence) as the temporary program transitioned to HSH in July 2021 from the City's COVID-19 Command Center and is in the process of winding down.

FISCAL IMPACT

As noted above, the proposed amendment increases the not-to-exceed amount by \$6,522,515— from \$20,709,909 to \$27,232,424. The proposed third amendment includes a contingency of \$1,130,391, which is equal to 15 percent of FY 2022-23 expenditures. Exhibit 1 below shows the proposed grant budget.

² Specifically, HSH assessed compliance with the following four requirements: (a) Release of Information (ROI) documents uploaded for all guests in the ONE System; (b) signed SIP Guest Participant Agreement and Release of Information included in guest intake folders; (c) identification of guests requiring greater support due to medical or behavioral health concerns and connection to appropriate services prior to transitioning from SIP hotels to permanent supportive housing or alternative shelter; and (d) connection of guests to community services providers (e.g., health care, behavioral health, and housing provider) to assist guests transitioning from SIP hotels to other forms of housing.

Exhibit 1: Proposed Grant Budget

	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 3/31/2023	Total
Salaries & Benefits ^a	6,688,840	8,026,608	5,826,626	20,542,075
Operating Expense	220,175	258,210	218,658	697,043
Indirect Cost (15%) ^b	1,040,102	1,246,473	906,793	3,193,368
Other Expenses ^c	371,340	714,348	583,862	1,669,549
Total Expenditures	\$8,320,457	\$10,245,638	\$7,535,938	\$26,102,033
Contingency (15%)				1,130,391
Total Not to Exceed				\$27,232,424

Source: Proposed Amended Grant Agreement

^a Includes salaries and benefits for leadership positions directly implementing the grant program. Salaries and benefits for leadership positions necessary for agency operations but not working directly on the program are captured in the indirect cost line item.

^b According to HSH, indirect costs are organizational costs that are necessary for agency operations but are not directly implementing the specific grant program, such as human resources, payroll, executive leadership salaries, information technology staff, office supplies, etc. HSH grant agreements allow grantees to allocate indirect costs as a percentage (typically 15%) of direct costs, including salaries and benefits and operating expense above.

^c Other expenses, which are not subject to the 15% allocation for indirect costs, include adjustments of -\$305,173 in FY 2020-21 and -\$97,468 in FY 2021-22 to account for underspending. The Other expenses line also includes \$583,862 in FY 2022-23 for the Bayview Hunters Point Foundation.

According to Appendix B of the proposed third amendment, staffing is decreasing from 118 FTE in FY 2021-22 to 112 FTE to in FY 2022-23 due to a decrease in shift staff (ambassadors) and supervisors. HSH is reducing contracted staff because the number of guests will decrease as they move into housing during the transition to closure of this site.

Funding Sources

Under the proposed Amendment, Year 3 of the Five Keys grant will be initially funded by the General Fund. In accordance with granting agency claiming timelines, HSH will later seek reimbursement from federal, state, and local sources, including the Federal Emergency Management Agency, the State's Project Roomkey Allocation (expiring in June 2023), the Federal Emergency Solutions Grant and Community Development Block Grant, the State Homeless Housing, Assistance and Prevention Grant, and Proposition C. These sources were previously appropriated in a prior fiscal year and the remaining balances have been reallocated to continue funding SIP program costs in the current year. Remaining expenses would be funded from previously appropriated General Fund monies.

RECOMMENDATION

Approve the proposed resolution.

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

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

THIS AMENDMENT of the September 1, 2020 Grant Agreement (the "Agreement") is dated as of **October 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130, issued June 4, 2020, and this modification is consistent therewith; and

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

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution <#> on <date> to extend the grant term by six months and increase the grant amount; and

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

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

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

(a) Agreement. The term "Agreement" shall mean the Agreement dated **September 1, 2020** between Grantee and City; and **First Amendment**, dated **April 1, 2021**, and **Second Amendment**, dated **June 1, 2022**.

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

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

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

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **December 31, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

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

2.2 **ARTICLE 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 **Twenty Million Seven Hundred Nine Thousand Nine Hundred Nine Dollars (\$20,709,909)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Thousand Seven Hundred Nineteen Dollars (\$4,719)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or

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

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 Seven Million Two Hundred Thirty Two Thousand Four Hundred Twenty Four Dollars (\$27,232,424)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million One Hundred Thirty Thousand Three Hundred Ninety One Dollars (\$1,130,391)** 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 Section 16.23 Additional Requirements for Federally-Funded Awards is hereby replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or

(3) Uses forced labor in the performance of the award or sub-awards under the award.

2.4 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
Appendix B, Budget (dated October 1, 2022)
Appendix C, Method of Payment (dated October 1, 2022)
Appendix D, Interests in Other City Grants
Appendix E, FEMA Emergency and Exigency Grants Requirements
Appendix F, Federal Requirements
Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement

2.5 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated October 1, 2022), for the period of September 1, 2020 to March 31, 2023.

2.6 Appendix C, Method of Payment, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated October 1, 2022), for the period of September 1, 2020 to March 31, 2023.

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
Executive Director
City Supplier Number: 0000011181
DUNS Number:
832094945

Approved as to Form:
David Chiu
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney

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

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

THIS AMENDMENT of the **September 1, 2020** Grant Agreement (the "Agreement") is dated as of **April 1, 2021** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

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

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

WHEREAS, the City's Board of Supervisors approved this First Amendment under San Francisco Charter Section 9.118 by Resolution 289-21 on June 15, 2021 to extend the grant term by one year and increase the grant amount to approve the First Amendment; and

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

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

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

- (c) “Subgrantee” shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee’s obligations arising from this Agreement.
- (d) “Subrecipient of HUD funding” shall mean a private nonprofit organization, State, local government, or instrumentality of State or local government that receives a subgrant from a Recipient of HUD funding to carry out a project as referenced by 24 Code of Federal Regulations part 578.3 (2015).

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

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

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

3.2 Duration of Term. The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2021**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 ARTICLE 5 USE AND DISBURSEMENT OF GRANT of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Six Hundred Sixty Five Thousand Dollars (\$9,665,000)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Thirty Nine Thousand Three Hundred Seventy Dollars (\$1,039,370)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

5.4 State or Federal Funds

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

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

5.1 Maximum Amount of Grant Funds.

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

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

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

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

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

5.4 State or Federal Funds

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

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

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

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

Appendix H, Housing and Urban Development (HUD) Subrecipient

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

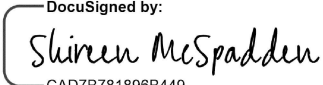
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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


CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By:  DocuSigned by:
CAD7B781896B449...
Shireen McSpadden
Director

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

Approved as to Form:

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

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

I. Purpose of Grant

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

II. Served Population

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

III. Referral and Prioritization

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

IV. Description of Services

In response to the public health situation, COVID, the City has opened temporary housing sites for the served population and will provide services to individuals in 459 units. Grantee shall provide operations and services to ensure the health and safety of participants and the security, cleanliness, and maintenance of the site(s), in accordance with Department of Public Health (DPH) requirements and guidelines.

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

- j. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.
2. Program Support: Grantee shall provide programmatic support, including, but not limited to:
 - a. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
 - b. Hiring and supervision of onsite staff and any subcontractors; and
 - c. Data entry and reporting.
3. Building Operations: Grantee is in a City owned, or leased site and shall provide coordination of building operation services.
 - a. Grantee shall maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
 - b. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff.
 - c. Laundry: Grantee shall coordinate with the City to ensure laundry is available for participant use.
 - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH and the City's requirements and standards.
 - e. Furnishings and Participant Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for participants.
 - f. Personal Protective Equipment (PPE): Grantee shall also be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the City.
 - g. Security/De-Escalation: Grantee shall provide security and de-escalation, per City instructions to ensure the safety of participants and staff and protection of property.
 - h. Biohazard Cleaning: Grantee shall coordinate through the City cleaning vendor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site.
 - i. Meals: Grantee shall coordinate with the City for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.
 - j. Storage: Grantee shall provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).

V. Location and Time of Services

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

VI. Service Requirements

A. Health Standards and Use of PPE:

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

B. Interpretation and Translation Services: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.

C. Feedback, Complaint and Follow-up Policies:

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

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

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

E. Data Standards:

1. Any records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 2. Grantee shall conduct daily data entry into the San Francisco COVID-19 Response Placement System, a web-based care coordination software hosted by RTZ Systems, to track information including but not limited to, referrals, intakes and discharges, transfers between sites, accessibility attributes of sites and rooms/beds, and information related to room/bed status and site status. Other data reporting may also be required by the City. Grantee shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.
 3. Grantee may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required, Grantee shall submit the monthly, quarterly and/or annual metrics into either the HSH CARBON database, via secure email, or through uploads to an FTP site. The City will provide clear instructions to all Grantee regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
 4. Any information shared between Grantee, the City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements. Grantee shall take all appropriate measure to protect and maintain the confidentiality of personally identifying information about participants, as well as the site name and address, and any other confidential information about the program or the City's emergency response.
- F. Record Keeping, Documentation, and Files: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- G. Good Neighbor Policies: Grantee shall adhere to applicable City good neighbor policies, and per City instructions.
- H. Grantee shall follow City policies and procedures established for the COVID-19 response, as instructed by the City.

VII. Service Objectives

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

VIII. Outcome Objectives

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

IX. Reporting Requirements

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

X. Monitoring Activities

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

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	4/1/2021		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	9/1/2020	6/30/2021	1
Amended Term	9/1/2020	6/30/2022	2
Provider Name	Five Keys		
Program	SIP Site 10		
FSP Contract ID#	1000019448		
Action (select)	New Agreement		
Effective Date	7/1/2021		
Budget Name	SIP Site 10		

Term Budget	Current	New	
	\$ 8,625,630	\$ 18,968,736	
Contingency	\$ 1,039,370	\$ 1,241,173	12%
Not-To-Exceed	\$ 9,665,000	\$ 20,209,909	

\$ 10,544,909

EXTENSION YEAR

	Year 1			Year 2			All Years		
	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022
	New		New	New		New	New		New
Expenditures									
Salaries & Benefits	\$ 6,688,840	\$ -	\$ 6,688,840	\$ -	\$ 8,026,608	\$ 8,026,608	\$ 6,688,840	\$ 8,026,608	\$ 14,715,448
Operating Expense	\$ 220,175	\$ -	\$ 220,175	\$ -	\$ 258,210	\$ 258,210	\$ 220,175	\$ 258,210	\$ 478,385
Subtotal	\$ 6,909,015	\$ -	\$ 6,909,015	\$ -	\$ 8,284,818	\$ 8,284,818	\$ 6,909,015	\$ 8,284,818	\$ 15,193,833
Indirect Percentage	15.00%		15.00%	15.00%		15.00%			
Indirect Cost (Line 21 X Line 22)	\$ 1,040,102	\$ -	\$ 1,040,102	\$ -	\$ 1,246,473	\$ 1,246,473	\$ 1,040,102	\$ 1,246,473	\$ 2,286,575
Other Expenses (Not subject to indirect %)	\$ 676,513	\$ -	\$ 676,513	\$ -	\$ 811,816	\$ 811,816	\$ 676,513	\$ 811,816	\$ 1,488,329
Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 10,343,106	\$ 10,343,106	\$ 8,625,630	\$ 10,343,106	\$ 18,968,737
HSR Revenues (select)									
COVID-19 Time-Limited Funding	\$ 7,684,268		\$ 7,684,268		\$ 7,517,350	\$ 7,517,350	\$ 7,684,268	\$ 7,517,350	\$ 15,201,618
COVID-19 One-Time	\$ 5,000		\$ 5,000		\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
HUD ESG (CFDA 14.231)	\$ 936,362		\$ 936,362		\$ 2,825,756	\$ 2,825,756	\$ 936,362	\$ 2,825,756	\$ 3,762,118
	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Total HSR Revenues	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 10,343,106	\$ 10,343,106	\$ 8,625,630	\$ 10,343,106	\$ 18,968,736
Other Revenues (to offset Total Expenditures & Reduce HSR Revenues)									
	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total HSR + Other Revenues	\$ 8,625,630	\$ -	\$ 8,625,630	\$ -	\$ 10,343,106	\$ 10,343,106	\$ 8,625,630	\$ 10,343,106	\$ 18,968,736
Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Prepared by	
Phone	
Email	

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
SALARIES & BENEFIT DETAIL
 Document Date: 4/2/2021
 Provider Name: Free Care
 Program: SF Site 10
 PDP Contract ID#: 000029442
 Budget Name: SF Site 10

POSITION TITLE	EXTENSION YEAR															
	Year 1							Year 2							All Years	
	Agency Totals		For HHF Funded Program		9/1/2020-6/30/2021	9/1/2020-6/30/2021	9/1/2020-6/30/2021	Agency Totals		For HHF Funded Program		7/1/2021-6/30/2022	7/1/2021-6/30/2022	9/1/2020-6/30/2021	9/1/2020-6/30/2022	
Annual Full Time Salary (Per 1.00 FTE)	Position FTE	% FTE Funded by (Per Budget)	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (Per 1.00 FTE)	Position FTE	% FTE Funded by (Per Budget)	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Change	Budgeted Salary	
Director San Francisco Housing	\$ 135,000	1.00	0.17	0.17	\$ 19,125	\$ -	\$ 19,125	\$ 135,000	1.00	0.17	0.17	\$ 22,950	\$ 22,950	\$ 19,125	\$ 22,950	\$ 42,075
Director of Compliance and SFP Sites	\$ 120,000	1.00	0.17	0.17	\$ 17,000	\$ -	\$ 17,000	\$ 120,000	1.00	0.17	0.17	\$ 20,400	\$ 20,400	\$ 17,000	\$ 20,400	\$ 37,400
Director Site 10	\$ 90,000	1.00	1	1.00	\$ 75,000	\$ -	\$ 75,000	\$ 90,000	1.00	1	1.00	\$ 90,000	\$ 90,000	\$ 75,000	\$ 90,000	\$ 15,000
Assistant Director Care Coordination	\$ 80,000	1.00	0.17	0.17	\$ 11,333	\$ -	\$ 11,333	\$ 80,000	1.00	0.17	0.17	\$ 13,600	\$ 13,600	\$ 11,333	\$ 13,600	\$ 24,933
Assistant Director Site 10	\$ 78,000	2.00	1	2.00	\$ 130,000	\$ -	\$ 130,000	\$ 78,000	2.00	1	2.00	\$ 156,000	\$ 156,000	\$ 130,000	\$ 156,000	\$ 286,000
Admin Coordinator	\$ 70,000	1.00	1	1.00	\$ 58,333	\$ -	\$ 58,333	\$ 70,000	1.00	1	1.00	\$ 70,000	\$ 70,000	\$ 58,333	\$ 70,000	\$ 116,333
Shift Supervisors	\$ 71,000	11.20	1	11.20	\$ 662,667	\$ -	\$ 662,667	\$ 71,000	11.20	1	11.20	\$ 795,200	\$ 795,200	\$ 662,667	\$ 795,200	\$ 1,457,867
Guest Intake & Information Coordinator	\$ 50,000	1.00	1	1.00	\$ 41,667	\$ -	\$ 41,667	\$ 50,000	1.00	1	1.00	\$ 50,000	\$ 50,000	\$ 41,667	\$ 50,000	\$ 91,667
Activities Coordinator	\$ 38,160	1.00	0.25	0.25	\$ 11,700	\$ -	\$ 11,700	\$ 38,160	1.00	0.25	0.25	\$ 14,040	\$ 14,040	\$ 11,700	\$ 14,040	\$ 25,740
Living Services	\$ 34,560	1.00	0.25	0.25	\$ 11,700	\$ -	\$ 11,700	\$ 34,560	1.00	0.25	0.25	\$ 14,040	\$ 14,040	\$ 11,700	\$ 14,040	\$ 25,740
Ambassadors	\$ 45,760	100.80	1	100.80	\$ 3,843,840	\$ -	\$ 3,843,840	\$ 45,760	100.80	1	100.80	\$ 4,612,408	\$ 4,612,408	\$ 3,843,840	\$ 4,612,408	\$ 6,456,448
TOTAL SALARIES	\$				\$ 4,882,365	\$ -	\$ 4,882,365				\$ 5,858,838	\$ 5,858,838	\$ 4,882,365	\$ 5,858,838	\$ 10,741,203	
TOTAL FTE	118.01						118.01									
FRINGE BENEFIT RATE					37.00%										37.00%	
EMPLOYEE FRINGE BENEFITS	\$				\$ 1,806,475	\$ -	\$ 1,806,475	\$			\$ 2,167,770	\$ 2,167,770	\$ 1,806,475	\$ 2,167,770	\$ 3,974,245	
TOTAL SALARIES & BENEFITS	\$				\$ 6,688,840	\$ -	\$ 6,688,840	\$			\$ 8,026,608	\$ 8,026,608	\$ 6,688,840	\$ 8,026,608	\$ 14,715,448	

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

OPERATING DETAIL

Document Date	4/1/2021
Provider Name	Five Keys
Program	SIP Site 10
FSP Contract ID#	1000019448
Budget Name	SIP Site 10

EXTENSION YEAR

	Year 1			Year 2			All Years		
	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022
	New Budgeted Expense	Change	New Budgeted Expense	New Budgeted Expense	Change	New Budgeted Expense	New Budgeted Expense	Modification Change	New Budgeted Expense
Operating Expenses									
Office Supplies, Postage	\$ 10,833	\$ (0)	\$ 10,833	\$ 13,000	\$ 13,000	\$ 10,833	\$ 13,000	\$ 23,833	
Building Maintenance Supplies and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Printing and Reproduction	\$ 1,250	\$ -	\$ 1,250	\$ 1,500	\$ 1,500	\$ 1,250	\$ 1,500	\$ 2,750	
Insurance	\$ 21,667	\$ 0	\$ 21,667	\$ 26,000	\$ 26,000	\$ 21,667	\$ 26,000	\$ 47,667	
Staff Training	\$ 13,333	\$ (0)	\$ 13,333	\$ 16,000	\$ 16,000	\$ 13,333	\$ 16,000	\$ 29,333	
Staff Travel-(Local & Out of Town)	\$ 4,167	\$ 0	\$ 4,167	\$ 5,000	\$ 5,000	\$ 4,167	\$ 5,000	\$ 9,167	
Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Cleaning/Janitorial Supplies	\$ 2,083	\$ (0)	\$ 2,083	\$ 2,500	\$ 2,500	\$ 2,083	\$ 2,500	\$ 4,583	
Guest Supplies, food, socks, etc	\$ 18,333	\$ (0)	\$ 18,333	\$ 22,000	\$ 22,000	\$ 18,333	\$ 22,000	\$ 40,333	
Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 32,500	\$ -	\$ 32,500	\$ 39,000	\$ 39,000	\$ 32,500	\$ 39,000	\$ 71,500	
Guest Transportation	\$ 1,500	\$ -	\$ 1,500	\$ 1,800	\$ 1,800	\$ 1,500	\$ 1,800	\$ 3,300	
Staff Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Computers, Printers, Periphel Equipment	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	
Guest Laundry	\$ 91,800	\$ -	\$ 91,800	\$ 110,160	\$ 110,160	\$ 91,800	\$ 110,160	\$ 201,960	
Guest Voucher	\$ 17,708	\$ (0)	\$ 17,708	\$ 21,250	\$ 21,250	\$ 17,708	\$ 21,250	\$ 38,958	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL OPERATING EXPENSES	\$ 220,175	\$ -	\$ 220,175	\$ 258,210	\$ 258,210	\$ 220,175	\$ 258,209	\$ 478,384	
Other Expenses (not subject to indirect cost %)									
Bayview Foundation	\$ 676,513	\$ -	\$ 676,513	\$ 811,816	\$ 811,816	\$ 676,513	\$ 811,816	\$ 1,488,329	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL OTHER EXPENSES	\$ 676,513	\$ -	\$ 676,513	\$ 811,816	\$ 811,816	\$ 676,513	\$ 811,816	\$ 1,488,329	
Capital Expenses									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
HSH #3							Template last modified	1/22/2020	

Appendix C, Method of Payment

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

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

B. **Invoicing System**:

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

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

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

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

General Fund/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>

General Fund/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

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

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

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

Appendix D - Interests In Other City Grants

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

Appendix E – Permitted Subcontractors

1. Bayview Hunters Point Foundation
2.
3.

APPENDIX F
FEMA EMERGENCY AND EXIGENCY GRANTS REQUIREMENTS

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

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Grantee and any subgrantee responsible therefor shall be liable for the unpaid wages. In addition, Grantee and subgrantee(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Grantee or subgrantee under any such grant or any other Federal grant with the same prime grantee, or any other federally-assisted grant subject to the Grant Work Hours and Safety Standards Act, which is held by the same prime grantee, such sums as may be determined to be necessary to satisfy any liabilities of such grantee or subgrantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subgrants. The Grantee or subgrantee shall insert in any subgrants the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subgrantees to include these clauses in any lower tier subgrants. The Grantee shall be responsible for compliance by any subgrantee or lower tier subgrantee with the clauses set forth in paragraphs (A) through (D) of this section.
- E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or grants for transportation or transmission of intelligence.

VI. Rights to Inventions. If FEMA's funding for this grant meets the definition of "funding agreement," and if this grant constitutes a grant with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Grants and Cooperative Agreements, and any implementing regulations issued by FEMA.

VII. Clean Air Act. If this grant is for a price in excess of \$150,000, Grantee agrees as follows:

- A. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Grantee agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Grantee agrees to include these requirements in each subgrant exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VIII. Federal Water Pollution Act. If this grant is for a price in excess of \$150,000, Grantee agrees as follows:

- A. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The Grantee agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Grantee agrees to include these requirements in each subgrant exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

IX. Debarment and Suspension. If this grant is for a price in excess of \$25,000, Grantee agrees as follows:

- A. This grant is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Grantee is required to verify that none of the Grantee's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Grantee agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any grant that may arise from this offer. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

X. Procurement of Recovered Materials

A. In the performance of this grant, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the grant performance schedule;
2. Meeting grant performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XI. Time and Material Grants. To the extent this grant includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this grant. The GMP constitutes a ceiling price that Grantee exceeds at its own risk.

XII. Access to Records. The following access to records requirements apply to this grant:

A. The Grantee agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this grant for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the grant.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Grantee acknowledge and agree that no language in this grant is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XIII. Department of Homeland Security Seal, Logo, and Flags. The Grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XIV. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the grant. The Grantee will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XV. No Obligation by Federal Government. The Federal Government is not a party to this grant and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the grant.

XVI. Program Fraud and False or Fraudulent Statements or Related Acts. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this grant.

XVII. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (*applicable to all grants and subgrants; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Grantee is prohibited from obligating funds from this Agreement to:

1. Procure or obtain;
2. Extend or renew a grant to procure or obtain; or
3. Enter into a grant (or extend or renew a grant) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

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

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

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

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

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

XIX. Byrd Anti-Lobbying Certification.

A. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal grant, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- B. If this grant is for a price of \$100,000 or more, Grantee, and its lower tiers, must sign and submit to the City the following certification:

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

Certification for Grants, Grants, Loans, and Cooperative Agreements

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

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

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

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

DocuSigned by:

Signature of Grantee's Authorized Official

Steve Good Executive Director

Name and Title of Grantee's Authorized Official

8/24/2021
Date

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

I. Definitions

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

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

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

¹ 2 CFR § 200.332(a)(1)(xiv)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Single Audit Requirements

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

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

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

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

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

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

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

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

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

THIS AMENDMENT of the **September 1, 2020** Grant Agreement (the "Agreement") is dated as of **June 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130, issued June 4, 2020, and this modification is consistent therewith; and

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

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 289-21 on June 15, 2021 to extend the grant term by one year and increase the grant amount to approve the First Amendment; and

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

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

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) Agreement. The term "Agreement" shall mean the Agreement dated **September 1, 2020** between Grantee and City; and **First Amendment**, dated **April 1, 2021**.

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

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

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

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

(b) The term of this Agreement shall commence on **September 1, 2020** and expire on **December 31, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

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

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

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

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

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

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

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

Maximum Amount of Grant Funds.

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

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

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

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

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

5.4 State or Federal Funds

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Million Seven Hundred Nine Thousand Nine Hundred Nine Dollars (\$20,709,909)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Thousand Seven Hundred Nineteen Dollars (\$4,719)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of

this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

5.4 State or Federal Funds.

- (c) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the

disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

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

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

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

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

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

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

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

Appendix A, Services to be Provided
Appendix B, Budget (dated June 1, 2022)
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants (dated June 1, 2022)
Appendix E, FEMA Emergency and Exigency Grants Requirements (dated June 1, 2022)
Appendix F, Federal Requirements (dated June 1, 2022)
Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement (dated June 1, 2022)

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

2.7 Appendix D, Interests in Other City Grants of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated June 1, 2022).

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

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

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

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

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


CITY

GRANTEE

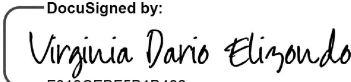
**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

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

Approved as to Form:
David Chiu
City Attorney

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

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

I. Purpose of Grant

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

II. Served Population

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

III. Referral and Prioritization

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

IV. Description of Services

In response to the public health situation, COVID, the City has opened temporary housing sites for the served population and will provide services to individuals in 459 units. Grantee shall provide operations and services to ensure the health and safety of participants and the security, cleanliness, and maintenance of the site(s), in accordance with Department of Public Health (DPH) requirements and guidelines.

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

- j. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.
2. Program Support: Grantee shall provide programmatic support, including, but not limited to:
 - a. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
 - b. Hiring and supervision of onsite staff and any subcontractors; and
 - c. Data entry and reporting.
3. Building Operations: Grantee is in a City owned, or leased site and shall provide coordination of building operation services.
 - a. Grantee shall maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
 - b. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff.
 - c. Laundry: Grantee shall coordinate with the City to ensure laundry is available for participant use.
 - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH and the City's requirements and standards.
 - e. Furnishings and Participant Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for participants.
 - f. Personal Protective Equipment (PPE): Grantee shall also be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the City.
 - g. Security/De-Escalation: Grantee shall provide security and de-escalation, per City instructions to ensure the safety of participants and staff and protection of property.
 - h. Biohazard Cleaning: Grantee shall coordinate through the City cleaning vendor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site.
 - i. Meals: Grantee shall coordinate with the City for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.
 - j. Storage: Grantee shall provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).

V. Location and Time of Services

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

VI. Service Requirements

A. Health Standards and Use of PPE:

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

B. Interpretation and Translation Services: Grantee shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.

C. Feedback, Complaint and Follow-up Policies:

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

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

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

E. Data Standards:

1. Any records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 2. Grantee shall conduct daily data entry into the San Francisco COVID-19 Response Placement System, a web-based care coordination software hosted by RTZ Systems, to track information including but not limited to, referrals, intakes and discharges, transfers between sites, accessibility attributes of sites and rooms/beds, and information related to room/bed status and site status. Other data reporting may also be required by the City. Grantee shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.
 3. Grantee may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required, Grantee shall submit the monthly, quarterly and/or annual metrics into either the HSH CARBON database, via secure email, or through uploads to an FTP site. The City will provide clear instructions to all Grantee regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
 4. Any information shared between Grantee, the City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements. Grantee shall take all appropriate measure to protect and maintain the confidentiality of personally identifying information about participants, as well as the site name and address, and any other confidential information about the program or the City's emergency response.
- F. Record Keeping, Documentation, and Files: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- G. Good Neighbor Policies: Grantee shall adhere to applicable City good neighbor policies, and per City instructions.
- H. Grantee shall follow City policies and procedures established for the COVID-19 response, as instructed by the City.

VII. Service Objectives

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

VIII. Outcome Objectives

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

IX. Reporting Requirements

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

X. Monitoring Activities

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

			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z		
			DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																											
			APPENDIX B. BUDGET																											
Document Date	6/1/2022																													
Contract Term	Begin Date	End Date	Duration																											
Current Term	9/1/2020	6/30/2021	(Years)																											
Amended Term	9/1/2020	9/30/2022	3																											
Provider Name	Five Keys																													
Program	SIP Site ID																													
FSP Contract ID#	1000019448																													
Action (select)	Amendment																													
Effective Date	7/1/2021																													
Budget Name	SIP Site ID	Current	New																											
Term Budget	\$	18,968,736	\$	20,705,190																										
Contingency	\$	1,241,173	\$	4,719																										
Not-To-Exceed	\$	20,209,909	\$	20,709,909																										
				EXTENSION YEAR												EXTENSION YEAR														
				Year 1						Year 2						Year 3						All Years								
				9/1/2020 - 6/30/2021		9/1/2020 - 6/30/2021		7/1/2021 - 6/30/2022		7/1/2021 - 6/30/2022		7/1/2021 - 6/30/2022		7/1/2021 - 6/30/2022		7/1/2022 - 9/30/2022		7/1/2022 - 9/30/2022		7/1/2022 - 9/30/2022		9/1/2020 - 9/30/2022		9/1/2020 - 9/30/2022		9/1/2020 - 9/30/2022				
				Actuals	Amendment	New	Actuals	Amendment	New	Current/Actuals	Amendment	New	Amendment	New	Actuals	Amendment	New	Actuals	Amendment	New	Amendment	New	Amendment	New	Amendment	New	Amendment	New		
19	Expenditures	\$	6,688,840	\$	-	\$	6,688,840	\$	8,026,608	\$	-	\$	8,026,608	\$	-	\$	8,026,608	\$	-	\$	8,026,608	\$	-	\$	8,026,608	\$	-	\$	8,026,608	
20	Salaries & Benefits	\$	220,175	\$	-	\$	220,175	\$	258,210	\$	-	\$	258,210	\$	-	\$	258,210	\$	-	\$	258,210	\$	-	\$	258,210	\$	-	\$	258,210	
21	Operating Expense	\$	6,909,015	\$	-	\$	6,909,015	\$	8,284,818	\$	-	\$	8,284,818	\$	-	\$	8,284,818	\$	-	\$	8,284,818	\$	-	\$	8,284,818	\$	-	\$	8,284,818	
22	Subtotal	\$	15,00%	\$	-	\$	15,00%	\$	15,00%	\$	-	\$	15,00%	\$	-	\$	15,00%	\$	-	\$	15,00%	\$	-	\$	15,00%	\$	-	\$	15,00%	
23	Indirect Percentage	\$	1,040,102	\$	-	\$	1,040,102	\$	1,246,473	\$	-	\$	1,246,473	\$	-	\$	1,246,473	\$	-	\$	1,246,473	\$	-	\$	1,246,473	\$	-	\$	1,246,473	
24	Indirect Cost (Line 21 X Line 22)	\$	676,513	\$	(305,173)	\$	371,340	\$	811,816	\$	(496,962)	\$	314,853	\$	(496,962)	\$	314,853	\$	(496,962)	\$	314,853	\$	(496,962)	\$	314,853	\$	(496,962)	\$	314,853	
25	Other Expenses (Not subject to Indirect %)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
26	Capital Expenditure	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
28	Total Expenditures	\$	8,625,630	\$	(305,173)	\$	8,320,457	\$	10,343,106	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	
30	HSR Revenues (select)	\$	7,684,268	\$	(305,173)	\$	7,379,095	\$	7,517,350	\$	(496,962)	\$	7,020,388	\$	(496,962)	\$	7,020,388	\$	(496,962)	\$	7,020,388	\$	(496,962)	\$	7,020,388	\$	(496,962)	\$	7,020,388	
31	COVID-19 Time-Limited Funding	\$	5,000	\$	-	\$	5,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
32	COVID-19 One-Time	\$	936,362	\$	-	\$	936,362	\$	2,825,756	\$	-	\$	2,825,756	\$	-	\$	2,825,756	\$	-	\$	2,825,756	\$	-	\$	2,825,756	\$	-	\$	2,825,756	
34	HUD ESG (CFDA 14.231)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
35		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
36	Total HSH Revenues	\$	8,625,630	\$	(305,173)	\$	8,320,457	\$	10,343,106	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	
37	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
38		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
39		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
40		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
41		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
42	Total Other Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
43		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
44	Total HSH + Other Revenues	\$	8,625,630	\$	(305,173)	\$	8,320,457	\$	10,343,106	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	\$	(496,962)	\$	9,846,144	
45	Rever-Exp (Budget Watch Check)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
47		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
49	Prepared by																													
50	Phone																													
51	Email																													

Budget Notes:
 - 20-21 expenditures adjusted for actuals spent.
 - 21-22 expenditures adjusted for actuals through July-April and projected actuals for May-June (see Budget Notes tab for calculations).
 - 22-23 budget prorated for 3 months to cover expenses through September 30, 2022, to extend the current grant term to December 31, 2022 to cover potential life extensions. Extensions beyond September 2022 will require a budget modification.

	A	B	C	D	E	F	G	H	I	J	AF	AG	AH		
	EXTENSION YEAR														
	Year 1				Year 2				Year 3				All Years		
	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	Amendment	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Amendment	7/1/2022 - 6/30/2022	7/1/2022 - 9/30/2022	Amendment	7/1/2022 - 9/30/2022	Actuals	9/1/2020 - 6/30/2021	9/1/2020 - 9/30/2022	New
	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Current/Actuals Budgeted Expense	Current/Actuals Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														
2	OPERATING DETAIL														
3	Document Date 6/1/2022														
4	Five Keys														
5	Provider Name														
6	Program														
7	FSP Contract ID#														
8	SIP Site 10														
9															
10															
11															
12															
13	Operating Expenses	\$ 10,633	\$ 0	\$ 10,633	\$ 13,000	\$ 13,000	\$ -	\$ 13,000	\$ -	\$ 3,250	\$ 3,250	\$ -	\$ 23,833	\$ 3,250	\$ 27,083
15	Office Supplies, Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Building Maintenance Supplies and Repair	\$ 1,250	\$ -	\$ 1,250	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 375	\$ 375	\$ -	\$ 2,750	\$ 375	\$ 3,125
17	Printing and Reproduction	\$ 21,667	\$ 0	\$ 21,667	\$ 26,000	\$ 26,000	\$ -	\$ 26,000	\$ -	\$ 6,500	\$ 6,500	\$ -	\$ 47,667	\$ 6,500	\$ 54,167
18	Insurance	\$ 13,333	\$ 0	\$ 13,333	\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ 29,333	\$ 4,000	\$ 33,333
19	Staff Training	\$ 4,167	\$ 0	\$ 4,167	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 1,250	\$ 1,250	\$ -	\$ 9,167	\$ 1,250	\$ 10,417
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ 2,083	\$ 0	\$ 2,083	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 625	\$ 625	\$ -	\$ 4,583	\$ 625	\$ 5,208
22	Cleaning/Janitorial Supplies	\$ 18,333	\$ 0	\$ 18,333	\$ 22,000	\$ 22,000	\$ -	\$ 22,000	\$ -	\$ 5,500	\$ 5,500	\$ -	\$ 40,333	\$ 5,500	\$ 45,833
23	Guest Supplies, food, socks, etc	\$ 32,500	\$ -	\$ 32,500	\$ 39,000	\$ 39,000	\$ -	\$ 39,000	\$ -	\$ 9,750	\$ 9,750	\$ -	\$ 71,500	\$ 9,750	\$ 81,250
24	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 1,500	\$ -	\$ 1,500	\$ 1,800	\$ 1,800	\$ -	\$ 1,800	\$ -	\$ 450	\$ 450	\$ -	\$ 3,300	\$ 450	\$ 3,750
25	Guest Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Staff Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Computers, Printers, Periphpal Equipment	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
28	Guest Laundry	\$ 91,800	\$ -	\$ 91,800	\$ 110,160	\$ 110,160	\$ -	\$ 110,160	\$ -	\$ 27,540	\$ 27,540	\$ -	\$ 201,960	\$ 27,540	\$ 229,500
29	Guest Voucher	\$ 17,708	\$ 0	\$ 17,708	\$ 21,250	\$ 21,250	\$ -	\$ 21,250	\$ -	\$ 5,313	\$ 5,313	\$ -	\$ 36,958	\$ 5,312	\$ 44,271
30		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	Bayview Foundation (first \$25k allowable for indirect)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 25,000
38		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	TOTAL OPERATING EXPENSES	\$ 220,175	\$ -	\$ 220,175	\$ 258,210	\$ 258,210	\$ -	\$ 258,210	\$ -	\$ 89,553	\$ 89,553	\$ -	\$ 476,385	\$ 89,552	\$ 567,937
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Other Expenses (not subject to indirect cost %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Bayview Foundation	\$ 676,513	\$ -	\$ 676,513	\$ 811,816	\$ 811,816	\$ -	\$ 811,816	\$ -	\$ 177,954	\$ 177,954	\$ -	\$ 1,488,329	\$ 177,954	\$ 1,666,283
44	Actuals adjustment (actuals for 20-21, projected for 21-22)	\$ (305,173)	\$ (305,173)	\$ (305,173)	\$ (496,962)	\$ (496,962)	\$ -	\$ (496,962)	\$ -	\$ (50,000)	\$ (50,000)	\$ -	\$ (802,135)	\$ (802,135)	\$ (602,135)
45	Temporary adjustment (will revise budget after grant execution)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ (50,000)	\$ (50,000)
46		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
47	TOTAL OTHER EXPENSES	\$ 676,513	\$ (305,173)	\$ 371,340	\$ 314,853	\$ 314,853	\$ -	\$ 314,853	\$ -	\$ 127,954	\$ 127,954	\$ -	\$ 1,488,329	\$ (674,181)	\$ 814,148
48		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49	Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	HSH#3												Template last modified	1/22/2020	

Appendix C, Method of Payment

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

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

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

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

B. Invoicing System:

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

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

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

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

General Fund/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

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

Appendix D - Interests In Other City Grants

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

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

APPENDIX E
FEMA EMERGENCY AND EXIGENCY GRANTS REQUIREMENTS

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

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Grantee and any subgrantee responsible therefor shall be liable for the unpaid wages. In addition, Grantee and subgrantee(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Grantee or subgrantee under any such grant or any other Federal grant with the same prime grantee, or any other federally-assisted grant subject to the Grant Work Hours and Safety Standards Act, which is held by the same prime grantee, such sums as may be determined to be necessary to satisfy any liabilities of such grantee or subgrantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subgrants. The Grantee or subgrantee shall insert in any subgrants the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subgrantees to include these clauses in any lower tier subgrants. The Grantee shall be responsible for compliance by any subgrantee or lower tier subgrantee with the clauses set forth in paragraphs (A) through (D) of this section.
- E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or grants for transportation or transmission of intelligence.

VI. Rights to Inventions. If FEMA's funding for this grant meets the definition of "funding agreement," and if this grant constitutes a grant with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Grants and Cooperative Agreements, and any implementing regulations issued by FEMA.

VII. Clean Air Act. If this grant is for a price in excess of \$150,000, Grantee agrees as follows:

- A. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Grantee agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Grantee agrees to include these requirements in each subgrant exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VIII. Federal Water Pollution Act. If this grant is for a price in excess of \$150,000, Grantee agrees as follows:

- A. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The Grantee agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Grantee agrees to include these requirements in each subgrant exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

IX. Debarment and Suspension. If this grant is for a price in excess of \$25,000, Grantee agrees as follows:

- A. This grant is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Grantee is required to verify that none of the Grantee's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Grantee agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any grant that may arise from this offer. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

X. Procurement of Recovered Materials

A. In the performance of this grant, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the grant performance schedule;
2. Meeting grant performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XI. Time and Material Grants. To the extent this grant includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this grant. The GMP constitutes a ceiling price that Grantee exceeds at its own risk.

XII. Access to Records. The following access to records requirements apply to this grant:

A. The Grantee agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this grant for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the grant.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Grantee acknowledge and agree that no language in this grant is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XIII. Department of Homeland Security Seal, Logo, and Flags. The Grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XIV. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the grant. The Grantee will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XV. No Obligation by Federal Government. The Federal Government is not a party to this grant and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the grant.

XVI. Program Fraud and False or Fraudulent Statements or Related Acts. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this grant.

XVII. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (*applicable to all grants and subgrants; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Grantee is prohibited from obligating funds from this Agreement to:

1. Procure or obtain;
2. Extend or renew a grant to procure or obtain; or
3. Enter into a grant (or extend or renew a grant) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

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

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

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

- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XIX. Byrd Anti-Lobbying Certification.

A. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal grant, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- B. If this grant is for a price of \$100,000 or more, Grantee, and its lower tiers, must sign and submit to the City the following certification:

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

Certification for Grants, Grants, Loans, and Cooperative Agreements

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

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

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

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

DocuSigned by:



A6BB0549EEFD413...

Signature of Grantee's Authorized Official

Steve Good

Executive Director

Name and Title of Grantee's Authorized Official

6/23/2022

Date

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

I. Definitions

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

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

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

¹ 2 CFR § 200.332(a)(1)(xiv)
Appendix F to G-100 (3-21)
FSP#: 1000019448

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Single Audit Requirements

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

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

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

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

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

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

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



San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 220881

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

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

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220881
DESCRIPTION OF AMOUNT OF CONTRACT \$27,232,424		
NATURE OF THE CONTRACT (Please describe) Third amendment to an agreement for supportive services at the shelter-in-place hotel located at 1231 Market Street.		

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	Good	Steve	CEO
2	Graham	Elyse	COO
3	West	Antonette	CFO
4	Myamoto	Paul	Board of Directors
5	Schwartz	Sunny	Board of Directors
6	Horne	Freya	Board of Directors
7	Ginorio	Delia	Board of Directors
8	Eaton	Tijana	Board of Directors
9	Bayview Hunters Pt. Found.		Subcontractor
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

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

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

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

10. VERIFICATION

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

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

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

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Sawyer, Amy \(MYR\)](#); [Schneider, Dylan \(HOM\)](#); [Miller, Bryn \(HOM\)](#)
Subject: Mayor -- Resolution -- Five Keys Grant Agreement Amendment
Date: Tuesday, July 26, 2022 4:53:09 PM
Attachments: [Mayor -- Resolution -- Five Keys Grant Agreement Amendment.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is an Resolution approving the third amendment to the grant agreement between Five Keys Schools and Programs and the Department of Homelessness and Supportive Housing (“HSH”) for support services at a Shelter-in-Place Hotel Site located at 1231 Market Street; extending the grant term by three months for a total term of September 1, 2020, through March 31, 2023; increasing the agreement amount by \$6,522,515 for a total amount not to exceed \$27,232,424; 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.

Please let me know if you have any questions.

Best,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
415-554-6147