

File No. 250458

Committee Item No. 11

Board Item No. 17

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 21, 2025

Board of Supervisors Meeting Date June 3, 2025

Cmte Board

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

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Original Agreement 11/20/2020</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 1 4/1/2022</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 2 7/1/2022</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Request for Qualifications 130</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>HSH Presentation 5/21/2025</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

Completed by: Brent Jalipa Date May 15, 2025

Completed by: Brent Jalipa Date May 29, 2025

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Next Door Shelter -
2 Emergency Shelter Operations - Not to Exceed \$59,204,930]

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”) to provide emergency shelter operations and services at Next Door Shelter;**
6 **increasing the grant amount by \$26,755,828 for a total amount not to exceed**
7 **\$59,204,930; and extending the grant agreement term by 36 months from June 30, 2025,**
8 **for a total term of December 1, 2020, through June 30, 2028; and authorizing HSH to**
9 **enter into any amendments or other modifications to the amendment that do not**
10 **materially increase the obligations or liabilities, or materially decrease the benefits to**
11 **the City and are necessary or advisable to effectuate the purposes of the agreement.**
12

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

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

20 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 8,323
21 people experiencing homelessness in San Francisco on any given night, 52% of whom were
22 unsheltered; and

23 WHEREAS, In 2020, HSH selected Five Keys Schools and Programs (“Five Keys”)
24 through RFQ #130 to provide emergency shelter services at Next Door Shelter located at
25 1001 Polk Street; and

1 WHEREAS, In November 2020, HSH executed a grant agreement ("Agreement") with
2 Five Keys for a total grant amount not to exceed \$9,712,866 and a total term of December 1,
3 2020, through March 31, 2022, a copy of which is on file with the Clerk of the Board of
4 Supervisors in File No. 250458; and

5 WHEREAS, In April 2022 HSH entered into a First Amendment to the Agreement to
6 continue these services ("First Amendment"); and

7 WHEREAS, The First Amendment was a no-cost amendment to extend the term by
8 three months, for a total term of December 1, 2020, through June 30, 2022, a copy of which is
9 on file with the Board of Supervisors in File No. 250458; and

10 WHEREAS, In July 2022, HSH entered into a Second Amendment to continue these
11 services ("Second Amendment"); and

12 WHEREAS, The Second Amendment extended the term by 36 months from June 30,
13 2022, for a total term of December 1, 2020, through June 30, 2025, and increased the not to
14 exceed amount by \$22,736,236 for a to a total amount not to exceed \$32,449,102; and

15 WHEREAS, On May 24, 2022, the Board of Supervisors adopted Resolution No. 247-
16 22, approving the Second Amendment; and

17 WHEREAS, The Second Amendment is on file with the Clerk in File No. 250458, which
18 is hereby declared to be part of this Resolution as if set forth fully herein; and

19 WHEREAS, HSH intends to enter into a Third Amendment to continue these services
20 by extending the term 36 months through June 30, 2028, and increasing the maximum
21 expenditure by \$26,755,828 for a total not to exceed amount of \$59,204,930 (the
22 "Amendment"); and

23 WHEREAS, The Amendment requires Board of Supervisors approval under Charter,
24 Section 9.118; now, therefore, be it

1 RESOLVED, The proposed Amendment contained in File No. 250458, is substantially
2 in final form, with all materials terms and conditions included, and only remains to be executed
3 by the parties upon approval of this Resolution; and, be it

4 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to make any
5 modifications to the Amendment, prior to its final execution by all parties, that HSH
6 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
7 best interest of the City, do not materially increase the obligations or liabilities of the City, are
8 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance
9 with all applicable laws, including City's Charter; and, be it

10 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
11 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
12 No. 250458; this requirement and obligation resides with the Department, and is for purposes
13 of having a complete file only, and in no manner affects the validity of approved Amendment.
14
15
16
17
18

19 Recommended:
20

21 /s/_____

22 Shireen McSpadden

23 Executive Director

24 Department of Homelessness and Supportive Housing
25

Item 11 File 25-0458	Department: Homelessness and Supportive Housing
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution approves the third amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Five Keys Schools and Programs, extending the grant term by three additional years, from June 30, 2025, to June 30, 2028, and increasing the not-to-exceed amount by \$26,755,828, from \$32,449,102 to \$59,204,930. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> The purpose of the grant is to fund a shelter at 1001 Polk Street, with capacity for up to 334 adults experiencing homelessness. Both shelter operations and shelter support services are funded through this grant. Shelter Operations include 24/7 accessibility, daily meals, clean bedding, facility maintenance, and monitoring of participant entries and exits. Shelter Support Services include intake, orientation, assessments, personalized service plans, benefits assistance, housing support, wellness checks, conflict resolution, and coordinated exit planning. Five Keys most recently underwent performance monitoring for FY 2023-24. Of the three applicable service objectives, Five Keys met the 60 percent survey-return goal (67 percent) but did not meet 60 percent goal for community-meeting attendance (the actual attendance was 15 percent) or 100 percent goal for problem-solving referral (the actual referrals amounted to 52 percent). The outcome target of 75 percent client satisfaction exceeded 77 percent. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed amendment increases the not-to-exceed amount by \$26,755,828—from \$32,449,102 to \$59,204,930, including a 15 percent contingency. The proposed budget for the extended term is \$8.2 million annually. The agreement is funded by the 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

As of this writing, the City has 49 shelter sites with a total capacity of 3,216 units, which includes emergency shelter, navigation centers, transitional housing, cabins, and hotel vouchers. Five Keys has operated the shelter at 1001 Polk Street since 2020 under a grant agreement with the Department of Homelessness & Supportive Housing.

Five Keys Schools and Programs

Five Keys Schools and Programs 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 expanded its programs and services to include career centers, transitional shelter operations, and transitional employment placement for formerly incarcerated individuals and people currently or formerly experiencing homelessness.

Agreement History

HSH selected Five Keys to provide emergency shelter services based on Five Keys' response to a request for qualifications (RFQ) for a variety of time-limited and as-needed services in response to the COVID-19 public health emergency (RFQ #130).

In November 2020, HSH executed a grant agreement, with Five Keys to provide emergency shelter services at Next Door Shelter located at 1001 Polk Street, for a total not-to-exceed amount of \$9,712,866, and a total term of December 1, 2020, through March 31, 2022.

In April 2022 HSH approved the first amendment, a no-cost amendment to extend the term by three months, for a total term of December 1, 2020, through June 30, 2022. The first amendment also established eight one-year renewal options through June 30, 2030.

In July 2022, the Board of Supervisors approved the second amendment, exercising three of the eight possible one-year extension options, for a total term of December 1, 2020, through June 30, 2025, and increasing the not-to-exceed amount by \$22,736,236 to \$32,449,102 (File 22-0515).

Multi-Year Procurement Plan

HSH is implementing a procurement plan to re-procure all services by service area, including this emergency shelter. The proposed extension aligns with the release of solicitations for shelter services projected for October 2026. According to HSH, extending this grant through June 2028 provides time to conduct a solicitation for shelter providers, negotiate agreements, and secure

necessary approvals (e.g., Homelessness Oversight Commission, Board of Supervisors, Civil Service Commission).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the third amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Five Keys Schools and Programs (Five Keys), extending the grant term by three additional years, from June 30, 2025 to June 30, 2028, and increasing the not-to-exceed amount by \$26,755,828, from \$32,449,102 to \$59,204,930.

The amendment also removes the two remaining one-year options to extend through June 2030.

Scope of Work

The purpose of the grant is to fund a shelter at 1001 Polk Street, with capacity for up to 334 adults experiencing homelessness.

Appendix A of the proposed grant details the two services provided by Five Keys: (1) Shelter Operations and (2) Shelter Support Services. Previous amendments had a third category, Guest Referral and Intake Services, which is now integrated into Shelter Support Services.

(1) Shelter Operations

Participants have access to the shelter 24/7. Staff clean and repair the building, track entries and exits, serve two daily meals, and supply beds with clean linens.

(2) Shelter Support Services

Within 24 hours of arrival every guest must receive intake, orientation, and an assessment. Staff write service plans, log all work in the data system, and help guests secure benefits and housing documents. Care Coordinators handle wellness checks, conflict de-escalation, monthly community meetings, social events, support guests' transportation needs, and co-develop exit plans with participants.

Program Monitoring

The proposed amendment revises two service objectives, removes three service objectives, and adds three new service objectives. It also adds one new objective outcome. Exhibit 1 summarizes these changes.

Exhibit 1: Service and Outcome Objective Changes Amendment No. 3

Objective Type	Amendment No. 2	Amendment No. 3
Service	50% of guests complete quarterly survey	50% of single adult participants complete quarterly survey
Service	100% of guests encouraged to complete Problem Solving assessment	90% of participants offered Problem Solving and/or Coordinated Entry referral within one week
Service	100% of guests, visitors, staff screened for health issues when required	Removed (Pandemic Related)
Service	100% of guests use finger imager when required when required	Removed (Pandemic Related)
Service	60% of guests attend monthly community meetings	Removed as measurable objective (meetings still required by Appendix A)
Service		100% of participants receive intake & orientation within 24 hours
Service		95% of participants have written service plans based on intake & assessment
Service		90% of participants with referral needs will be provided with referrals for benefits, employment, health, and transportation support
Outcome	75 % of survey respondents rate staff, services & safety as “good” or “excellent”	Unchanged
Outcome		80% of Housing Referral participants are document ready within 6 months

Source: HSH

Previous Performance

Five Keys underwent performance monitoring on August 29, 2024, for FY 2023-24. Two objectives were not reviewed because they applied only during the COVID-19 emergency. Of the remaining three, Five Keys met the 60 percent survey-return goal (67 percent) but did not meet 60 percent goal for community-meeting attendance (the actual attendance was 15 percent) or 100 percent goal for problem-solving referral (the actual referrals amounted to 52 percent). The outcome target of 75 percent client satisfaction was exceeded at 77 percent. Exhibit 2 shows the results.

In addition, according to HSH, the average occupancy rate for Fiscal Year 2023-24 was 94 percent, which satisfies the department-wide shelter occupancy goal of 90 percent.

Exhibit 2: Service and Outcome Objective Results FY 2023-24

Objective Type	Service and Outcome Objectives	Goal	Actual
Service	Guests onsite during quarterly satisfaction surveys distribution period completing the survey	60%	67% ¹
Service	Guests attending monthly in-house community meetings as measured through sign-in sheets	60%	15%
Service	Guests who have not been assessed and discussed problem solving with Coordinated Entry referred to and encouraged to complete the assessment	100%	52%
Outcome	Client Satisfaction Surveys with “good” to “excellent” ratings.	75%	77% ²

Source: HSH

HSH did not issue any findings during program monitoring. However, HSH issued six recommendations to enhance the program, with a compliance deadline of November 8, 2024. Five Keys submitted plans to implement the recommendations, and HSH closed the FY 2023-24 review.

During the performance monitoring, Five Keys noted it experienced significant staff turnover and was also challenged by substance use among shelter guests.

Fiscal and Compliance Monitoring

Five Keys most recently underwent Fiscal and Compliance Monitoring in FY 2022-23, and there were no findings. Five Keys received a one-year waiver from fiscal and compliance monitoring in FY 2023-24 due to good performance.

FISCAL IMPACT

The proposed amendment increases the not-to-exceed amount by \$26,755,828—from \$32,449,102 to \$59,204,930. The proposed not to exceed amount includes a 15 percent contingency. The proposed budget for the extended term is \$8.2 million annually, as detailed below in Exhibit 3.

¹ 724 surveys received out of 1,087 distributed annually.

² 555 surveys Rated “Good” or “Excellent” out of 724 Surveys received annually.

Exhibit 3: Next Door Shelter Expenditures FY 2025-26 - FY 2027-28

	FY 2025-26	FY 2026-27	FY 2027-28	Total
Salaries & Benefits	\$6,755,801	\$6,755,801	\$6,755,801	\$20,267,403
Operating Expense	341,013	341,013	341,013	1,023,039
Indirect Cost (15%)	1,064,522	1,064,522	1,064,522	3,193,566
Total Expenditures	\$8,161,336	\$8,161,336	\$8,161,336	\$24,484,008

Source: HSH

Staffing

The proposed amendment includes a total annual Full-Time Equivalent (FTE) of 87.35. This staffing includes 54.6 ambassador positions, 10.6 janitorial staff, 8.4 shift supervisors, and 7.0 care coordinators, with the remaining 6.75 positions composed of directors, deputies, and a trainer. The total allocation for salaries and fringe benefits is \$6.8 million, resulting in an approximate average cost of \$77,570 per FTE.

Not to Exceed Amount

Exhibit 4 below shows the basis for the contract's total not-to-exceed amount.

Exhibit 4: Total Not to Exceed Amount

	Amount
Dec. 2020 - Jun. 2021 (Actuals)	\$2,471,293
FY 2021-22 (Actuals)	5,970,671
FY 2022-23 (Actuals)	6,829,204
FY 2023-24 (Actuals)	7,615,817
FY 2024-25 (Projected)	8,161,336
Subtotal, Existing Term	\$31,048,320
Proposed Extension	
FY 2025-26 (Budget)	8,161,336
FY 2026-27 (Budget)	8,161,336
FY 2027-28 (Budget)	8,161,336
Subtotal, Proposed Extension	\$24,484,008
Total Proposed Budget	\$55,532,328
Contingency (15%)	3,672,601
Not-To-Exceed Amount	\$59,204,930

Source: HSH

Source of Funds

The agreement is funded by the General Fund.

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 **November 20, 2020** Grant Agreement (the "Agreement") is dated as of **July 1, 2025** 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 Amendment is consistent therewith; and

WHEREAS, City and Grantee desire to execute this Amendment to update the Agreement in order to update the grant amount and extend the agreement term; and

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. **[Insert Resolution Number]** on **[Insert Date of Commission Action]**; and

WHEREAS, the Board of Supervisors approved this Amendment under San Francisco Charter Section 9.118 by Resolution No. **<insert Resolution number> on <Month Date, Year>;** and

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" shall mean the Agreement dated **November 20, 2020** between Grantee and City; and **First Amendment**, dated **April 1, 2022**, and **Second Amendment**, dated **July 1, 2022**.
- (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor

Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

2.1 Section 3.2 Duration of Term of the Agreement currently reads as follows:

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **December 1, 2020** and expire on **June 30, 2025**, 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.
- (b) The City has five options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	July 1, 2025 to June 30, 2026
Option 2:	July 1, 2026 to June 30, 2027
Option 3:	July 1, 2027 to June 30, 2028
Option 4:	July 1, 2028 to June 30, 2029
Option 5:	July 1, 2029 to June 30, 2030

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

3.2 Duration of Term. The term of this Agreement shall commence on **December 1, 2020** and expire on **June 30, 2028**, 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 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Thirty Two Million Four Hundred Forty Nine Thousand One Hundred Two Dollars (\$32,449,102).**

Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Four Hundred Seventy Five Thousand One Hundred Eight Dollars (\$2,475,108)** 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 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 **Fifty Nine Million Two Hundred Four Thousand Nine Hundred Thirty Dollars (\$59,204,930).**
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Six Hundred Seventy Two Thousand Six Hundred One Dollars (\$3,672,601)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the 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.

- 2.4 Section 5.2 Use of Grant Funds** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses 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.

- 2.5 Section 5.4 Reserved (State or Federal Funds).** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, 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.** Where 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.

- 2.6 Section 6.7 Submitting False Claims** of the Agreement is hereby deleted and replaced in its entirety with:

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

falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2.7 Section 10.1 (b) of the Agreement currently reads as follows:

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

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

13.3 Subcontracting. If the 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 the Budget 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 in the 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.

2.9 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is replaced by the following:

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

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

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

Any notice of default must be sent by certified mail or other trackable written communication.

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

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

2.10 Section 16.8 Requiring Minimum Compensation for Employees of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the

applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

- 2.11 Section 16.19 Distribution of Beverages and Water** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.19 Distribution of Beverages and Water

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

- 2.12 Section 16.21 Compliance with Other Laws** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

- (a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- (b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

- 2.13 Section 16.22 Additional Provisions for Shelter and Resource Center Grants – Standard of Care** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.22. Additional Provisions for Shelter and Resource Center Grants – Standard of Care. Grantee must comply with all the provisions of Administrative Code Sec. 20.404.

2.14 Section 16.23 Reserved. (Additional Requirements for Federally-Funded Awards) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

- (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.

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

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

Appendix A, Services to be Provided (dated, July 1, 2025)
Appendix B, Budget (dated, July 1, 2025)
Appendix C, Method of Payment (dated, July 1, 2025)
Appendix D, Interests in Other City Grants (dated, July 1, 2025)

2.16 Section 17.12 Dispute Resolution Procedure of the Agreement is hereby deleted and replaced with the following:

17.12 Reserved.

- 2.17 Section 17.14 Services During a City-Declared Emergency** of the Agreement is hereby deleted and replaced with the following:

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

- 2.18 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2025), for the period of July 1, 2025 to June 30, 2028.
- 2.19 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2025), for the period of December 1, 2020 to June 30, 2028.
- 2.20 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2025).
- 2.21 Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2025).

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: _____
Shireen McSpadden
Executive Director

By: _____
Steve Good
President & CEO
City Supplier Number: 0000011181

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

**Appendix A, Services to be Provided
by
Five Keys Schools and Programs
Next Door**

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population to obtain emergency nighttime sleeping accommodations.

II. Served Population

Grantee shall serve adults, without custody of minor children, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Grantee shall determine possible accommodation of guests with service or companion animals at the shelter.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population. Grantee shall utilize the referral system established by the HSH, unless the City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

IV. Description of Services

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

- A. Shelter Operations: Grantee shall operate the shelter to accommodate up to the number of guests listed on the Appendix B, Budget “Number Served” tab at any given time, unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements. Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes.
 2. Referrals and Reservations: Grantee shall accept and facilitate reservations, in accordance with City policy and the shelter facility’s hours of operation.
 3. Accommodations: Grantee shall provide at minimum, one clean blanket, two clean sheets, one pillowcase, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity, and in accordance with the Shelter Standards of Care.

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

4. Meals: Grantee shall provide two meals per day to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project. Meal menus shall be posted daily.
 5. Pets: Grantee shall provide a program that is pet-friendly, as well as accommodating to companion, service, and support animals.
 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 7. Entry and Exit: Grantee shall monitor guest entry and exit and keep guest records.
 8. Notice: Grantee shall provide written notice or warning to guests related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement.
- B. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall conduct an intake, and make any updates, to determine and document participant identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis.
 2. Assessment and Individual Service Plan: Grantee shall conduct a support services assessment to document participant needs. Grantee shall create service plans based on intake and assessment information. Service plans shall include issues identified by the participant and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the participant's stay.
 3. Engagement: Grantee shall actively engage with participants to support their connection to needed services, progress on their individual service plans and end participant homelessness. Grantee shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other shelter participants.
 4. Case Management:
 - a. Grantee shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
 - b. Grantee shall assist Housing Referral Status participants in applying for and securing the required documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the Online

Navigation and Entry (ONE) System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.

5. **Benefits Navigation:** Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible participants to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. As needed, HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at shelter sites with the goals of fully integrating benefits application services into the shelter environment and approving participants for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs when present at the site. Grantee shall provide on-site services space for the HSA EWs when present at the site.
6. **Safety and De-Escalation:** Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
7. **Wellness Checks:** Grantee shall conduct Wellness Checks in accordance with HSH policy to assess participant safety when there is reason to believe the participant is in immediate and substantial risk due to a medical and/or psychiatric emergency.
8. **Support Groups, Social Events and Organized Participant Activities:**
 - a. Grantee shall provide participants with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other participants, or to celebrate/commemorate significant individual, holiday and community events. These events may be planned with or based on input from participants. Grantee shall post a monthly calendar of events.
 - b. Grantee shall conduct monthly community meetings for participants during which participants may discuss concerns and program ideas.
 - c. Grantee shall provide community service, training, and/or employment opportunities to participants in partnership with local organizations or City agencies.
9. **Referrals and Coordination of Services:**

- a. Grantee shall link Problem-Solving status shelter participants to HSH Access Points, in order for the participants to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any participants who display indications of difficulty getting to an HSH Access Point.
 - b. Grantee shall assist participants to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with participants regarding the process, and, as necessary, re-referral.
 - c. Grantee shall escort participants to critical off-site appointments, particularly those related to benefits and exit placements, and support participants to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist participants in getting to critical appointments.
10. Exit Planning: Grantee shall provide exit planning to participants preparing to leave the shelter for any number of reasons, including but not limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Housing Referral status participants exit their shelter program.

V. Location and Time of Services

Grantee shall provide shelter services 24 hours per day, seven days per week at 1001 Polk Street, San Francisco, CA.

Grantee shall provide support services at least Monday through Friday, as necessary to best serve the needs of participants.

VI. Service Requirements

Grantee shall adhere to the following service requirements, unless otherwise directed by the City in cases of public health or other emergency situations:

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services

provided by Grantee under the Services, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.

- B. Shelter Expansion: To respond to weather or other emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. Grantee shall be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH expects that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.
- C. Staffing and Volunteers:
 - 1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
 - 2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
- D. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- E. Record Keeping:
 - 1. Grantee shall maintain confidential files on each guest as needed, including documentation and notes that track planning and progress on achieving goals when appropriate.
 - 2. Grantee shall also keep support services files, which contain the record of complaints, services requests, grievances, warnings and denials of service for shelter rule infractions and the outcomes and responses to guests.
 - 3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.
 - 4. Grantee shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
- F. Dietary and Food Safety

Grantee shall meet the following meal dietary requirements:

1. Provide meals for guests following the menu pattern developed by San Francisco Shelter Nutrition Project 7/08. Meals shall follow the menu pattern established by the San Francisco Shelter Nutrition Project 7/08 and meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by the Department of Public Health (DPH) Registered Dietician (RD) annually to meet the established meal pattern, portion sizes and vegetarian and religious/diet accommodations;
2. Acquire Registered Dietician service from HSH or other organizations to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by San Francisco Shelter Nutrition Project;
3. Ensure the annual nutrition monitoring report includes recommendations and actions that Grantee has taken to address any compliance issues noted; and
4. Grantee shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.

G. Facilities:

1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. Grantee shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.

H. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Grantee shall work with neighbors, HSH, San Francisco Police Department (SFPD), Department of Public Works (DPW), DPH, Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
 3. Grantee shall provide a phone number to all interested neighbors that will be answered 24 hours a day by a representative, who will direct complaints and issues to a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
 4. Grantee shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Grantee will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests. Walk-ins will only be allowed if this method is a part of the program's executed scope of work, during a weather activation, or other exception, as directed by HSH.
 5. Grantee shall actively discourage and address excessive noise from program participants. Grantee will coordinate with other service providers and City agencies, as necessary to address this issue if just outside the program site.
 6. Grantee shall actively discourage loitering and public drug use in the area immediately surrounding the program. Grantee will coordinate with other service providers and City agencies, as necessary, to address this issue.
 7. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
 8. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
 9. Grantee will conduct at minimum three daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
 10. Grantee shall immediately report to SF Homeless Outreach Team (SFHOT) or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
 11. Grantee will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
 12. Grantee will abate any graffiti on the site within 24 hours, weather permitting.
 13. Grantee will report graffiti in the immediate area to 311.
- I. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:

1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
5. Assistance with conflict de-escalation and crisis management.

J. Feedback, Complaint and Follow-up Policies

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

1. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
2. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback, satisfaction and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

Grantee shall also respond to guest complaints in a timely manner that are brought through the Shelter Monitoring Committee, Mayor's Office on Disability, or HSH.

K. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:

1. Compliance with all Shelter and Resource Center Standards of Care as required by Administrative Code, Sec. 20.404^{Error! Bookmark not defined.};
2. Regular communication to HSH about the implementation of the program;
3. Attendance of HSH meetings and trainings, as required;
4. Attendance of an annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office;
5. Attendance of the Shelter Monitoring Committee Meetings;
6. Adherence to the Shelter Grievance Ordinance, HSH Regulations and Shelter Grievance policy, including the processes regarding denials of service unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the City service or companion animals policy;
8. Adherence to the HSH Cold/Wet Weather Policy; and
9. Adherence to the TB Infection Control Guidelines for Homeless.

- L. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report

(CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.

- M. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including but not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- N. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with clients will participate in annual trainings on harm reduction, overdose recognition and response.
- O. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.
- P. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- Q. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- R. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that Participants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- S. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan, containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- T. Data Standards:

1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process², including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.
2. Data entered in the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

U. Confidentiality:

1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.
2. Grantee shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing.
3. Grantee shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Grantee receives the request. Grantee shall not respond to Legal Requests without first notifying City.
4. In the event that Grantee becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Grantee shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any

² HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

- other actions required to comply with applicable law as a result of the occurrence;
 - (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence;
 - and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

VII. Service Objectives

Grantee shall achieve the following service objectives, unless directed otherwise by the City in a public health emergency:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial participants and updates for returning participants in a new stay within 24 hours of arrival to the site.
- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- C. Ninety percent of participants shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement at the shelter.
- D. Ninety percent of participants with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- E. A minimum of 50 percent of single adult participants shall complete a Satisfaction Survey each quarter using the survey instrument provided by HSH.

VIII. Outcome Objectives

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, meals, connection to services and safety as good or excellent.
- B. Eighty percent of Housing Referral Status participants will receive support gathering and uploading of vital documents into the ONE System and meet document readiness standards within six months of initial intake.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as, but not limited to CHANGES, ONE System, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- E. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual <https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

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.

1. Monitoring of program participation in the ONE System may include, but not limited to, data quality reports from the ONE System, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.
- C. Food Safety: Grantee shall be responsible to utilize DPH RD support services to provide annual monitoring and evaluation of food safety/sanitation, meal preparation/service and menu documentation. Report will include recommendations and actions that shelter has taken to address any compliance issues noted.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING APPENDIX B, BUDGET			
2				
3	Document Date	7/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	12/1/2020	6/30/2025	5
6	Amended Term	12/1/2020	6/30/2028	8
7	Program	Next Door		
8				
9	Approved Subcontractors			
10	None.			

	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	AA	AB
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																											
2	APPENDIX B, BUDGET																											
3	Document Date	7/1/2025																										
4	Contract Term	Begin Date	End Date	Duration (Years)																								
5	Current Term	12/1/2020	6/30/2025	5																								
6	Amended Term	12/1/2020	6/30/2028	8																								
7	Program	Next Door																										
8																												
9					Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8									
10	Service Component				12/1/2020 - 6/30/2021		7/1/2021 - 6/30/2022		7/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026		7/1/2026 - 6/30/2027		7/1/2027 - 6/30/2028									
11	Shelter Services (COVID-19 Emergency Period)				150																							
12	Shelter Services - County Adult Assistance Programs (CAAP) beds						248		248		165		165		165		165		165									
13	Shelter Services - Adult Shelter Waitlist beds										169		169		169		169		169									
14	Total bed capacity				150		248		248		334		334		334		334		334									

	A	B	C	D	E	H	K	N	Q	V	Y	AB	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														
2	APPENDIX B, BUDGET														
3	Document Date	7/1/2025													
4	Contract Term	Begin Date	End Date	Duration (Years)											
5	Current Term	12/1/2020	6/30/2025	5											
6	Amended Term	12/1/2020	6/30/2028	8											
7	Provider Name	Five Keys Schools and Programs													
8	Program	Next Door													
9	F\$P Contract ID#	1000020047													
10	Action (select)	Amendment													
11	Effective Date	7/1/2025													
12	Budget Name	General Fund - Shelter													
13		Current	New	15%											
14	Term Budget	\$ 31,048,321	\$ 55,532,329												
15	Contingency	\$ 1,400,781	\$ 3,672,601												
16	Not-To-Exceed	\$ 32,449,102	\$ 59,204,930												
17	EXTENTION YEAR EXTENTION YEAR EXTENTION YEAR														
18		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	All Years					
19		12/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	12/1/2020 - 6/30/2025	12/1/2020 - 6/30/2028	12/1/2020 - 6/30/2028			
20		Current	Current	Current	Current	Current	New	New	New	Current	Amendment	New			
21	Expenditures														
22	Salaries & Benefits				\$ 2,904,757	\$ 5,681,677	\$ 5,597,633	\$ 6,269,996	\$ 6,666,808	\$ 6,755,801	\$ 6,755,801	\$ 6,755,801	\$ 27,120,871	\$ 20,267,403	\$ 47,388,274
23	Operating Expense				\$ 260,146	\$ 298,146	\$ 341,120	\$ 340,120	\$ 430,006	\$ 341,013	\$ 341,013	\$ 341,013	\$ 1,669,538	\$ 1,023,039	\$ 2,692,577
24	Subtotal				\$ 3,164,903	\$ 5,979,823	\$ 5,938,753	\$ 6,610,116	\$ 7,096,814	\$ 7,096,814	\$ 7,096,814	\$ 7,096,814	\$ 28,790,409	\$ 21,290,442	\$ 50,080,851
25	Indirect Percentage				15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%			
26	Indirect Cost (Line 24 X Line 25)				\$ 474,735	\$ 896,973	\$ 890,813	\$ 991,517	\$ 1,064,522	\$ 1,064,522	\$ 1,064,522	\$ 1,064,522	\$ 4,318,561	\$ 3,193,566	\$ 7,512,128
27	Other Expenses (Not subject to indirect %)				\$ (1,168,346)	\$ (906,125)	\$ (362)	\$ (179,207)	\$ -	\$ -	\$ -	\$ -	\$ (2,254,040)	\$ -	\$ (2,254,040)
28	Capital Expenditure				\$ -	\$ -	\$ -	\$ 193,390	\$ -	\$ -	\$ -	\$ -	\$ 193,390	\$ -	\$ 193,390
30	Total Expenditures				\$ 2,471,293	\$ 5,970,671	\$ 6,829,204	\$ 7,615,817	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 31,048,320	\$ 24,484,008	\$ 55,532,328
31															
32	HSH Revenues (select)														
33	General Fund - Ongoing				\$ 3,513,139	\$ 6,876,796	\$ 6,829,566	\$ 7,601,634	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 32,982,471	\$ 24,484,008	\$ 57,466,479
35	General Fund - One-Time				\$ 126,500			\$ 193,390		\$ -	\$ -	\$ -	\$ 319,890	\$ -	\$ 319,890
36	Adjustment to Actuals				\$ (1,168,346)	\$ (906,125)	\$ (362)	\$ (179,207)		\$ -	\$ -	\$ -	\$ (2,254,040)	\$ -	\$ (2,254,040)
42	Total HSH Revenues				\$ 2,471,293	\$ 5,970,671	\$ 6,829,204	\$ 7,615,817	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 31,048,321	\$ 24,484,008	\$ 55,532,329
50															
51	Total HSH + Other Revenues				\$ 2,471,293	\$ 5,970,671	\$ 6,829,204	\$ 7,615,817	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 8,161,336	\$ 31,048,321	\$ 24,484,008	\$ 55,532,329
52	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
53															
54	*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.														
55	Prepared by	Elyse Graham													
56	Phone	415-410-8530													
57	Email	elyseg@fivekeys.org													
58															
59	Template last modified	7/26/2022													

	A	AY	AZ	BA	BB	BE	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	SALARY & BENEFIT DETAIL								
3	Document Date								
4	Provider Name								
5	Program								
6	FSP Contract ID#								
7	Budget Name	EXTENSION YEAR							
8		Year 8					All Years		
9	POSITION TITLE	Agency Totals		For HSH Funded Program		7/1/2027 - 6/30/2028	12/1/2020 - 6/30/2025	12/1/2020 - 6/30/2028	12/1/2020 - 6/30/2028
New						Current	Modification	New	
10			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Change
11									
12	Director of Housing	\$ 154,000	1.00	10%	0.10	\$ 15,400	\$ 77,498	\$ 46,200	\$ 123,698
13	Director of Strategic Leadership Development/Training	\$ 150,000	1.00	5%	0.05	\$ 7,500	\$ 39,750	\$ 22,500	\$ 62,250
14	Deputy Director of Housing	\$ 135,000	1.00	10%	0.10	\$ 13,500	\$ 13,500	\$ 40,500	\$ 54,000
15	Restorative Justice Strategist / Training	\$ 115,000	1.00	10%	0.10	\$ 11,500	\$ 11,500	\$ 34,500	\$ 46,000
16	Director of Operations	\$ 111,000	1.00	7%	0.07	\$ 7,770	\$ 46,332	\$ 23,310	\$ 69,642
17	Director	\$ 98,800	2.00	100%	2.00	\$ 197,600	\$ 581,011	\$ 592,800	\$ 1,173,811
18	Director of Training and Guest Services	\$ 98,000	1.00	10%	0.10	\$ 9,800	\$ 44,964	\$ 29,400	\$ 74,364
19	Assistant Director Care Coordination	\$ 95,000	1.00	13%	0.13	\$ 12,350	\$ 12,350	\$ 37,050	\$ 49,400
20	Care Coordinator Supervisor	\$ 79,000	1.00	100%	1.00	\$ 79,000	\$ 148,533	\$ 237,000	\$ 385,533
21	Program Data and Resource Coordinator	\$ 76,000	1.00	10%	0.10	\$ 7,600	\$ 15,088	\$ 22,800	\$ 37,888
22	Shift Supervisors	\$ 73,000	8.40	100%	8.40	\$ 613,200	\$ 2,413,383	\$ 1,839,600	\$ 4,252,983
23	Care Coordinators	\$ 66,160	7.00	100%	7.00	\$ 463,120	\$ 2,225,588	\$ 1,389,360	\$ 3,614,948
24	Intake and Resource Coordinator	\$ 56,160	2.00	100%	2.00	\$ 112,320	\$ 419,728	\$ 336,960	\$ 756,688
25	Activities Coordinator	\$ 56,160	1.00	100%	1.00	\$ 56,160	\$ 254,121	\$ 168,480	\$ 422,601
26	Ambassadors	\$ 50,440	54.60	100%	54.60	\$ 2,754,024	\$ 10,871,585	\$ 8,262,072	\$ 19,133,657
27	Janitorial Staff	\$ 50,440	10.60	100%	10.60	\$ 534,664	\$ 1,844,592	\$ 1,603,992	\$ 3,448,584
34	HR Generalist	\$ -				\$ -	\$ 28,813	\$ -	\$ 28,813
35	Deputy Director of Staff Support	\$ -				\$ -	\$ 15,207	\$ -	\$ 15,207
36	Director Care Coordination	\$ -				\$ -	\$ 60,842	\$ -	\$ 60,842
37	Assistant Director	\$ -				\$ -	\$ 196,945	\$ -	\$ 196,945
38	Hiring Specialist	\$ -				\$ -	\$ 20,778	\$ -	\$ 20,778
39	Safety & De-Escalation Staff	\$ -				\$ -	\$ 298,965	\$ -	\$ 298,965
40	Director of Community Partnerships and Harm Reduction Initiatives	\$ -				\$ -	\$ 11,732	\$ -	\$ 11,732
55		TOTAL SALARIES				\$ 4,895,508	\$ 19,652,805	\$ 14,686,524	\$ 34,339,329
56		TOTAL FTE		87.35					
57		FRINGE BENEFIT RATE		38.00%					
58		EMPLOYEE FRINGE BENEFITS				\$ 1,860,293	\$ 7,468,066	\$ 5,580,879	\$ 13,048,945
59		TOTAL SALARIES & BENEFITS				\$ 6,755,801	\$ 27,120,871	\$ 20,267,403	\$ 47,388,274
60									
61									
62									

	A	B	E	H	K	N	S	V	Y	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	OPERATING DETAIL											
3	Document Date	7/1/2025										
4	Provider Name	Five Keys Schools and Programs										
5	Program	Next Door										
6	F\$P Contract ID#	1000020047										
7	Budget Name	General Fund - Shelter										
8		EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR										
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	All Years		
10		12/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	12/1/2020 - 6/30/2025	12/1/2020 - 6/30/2028	12/1/2020 - 6/30/2028
11		Current	Current	Current	Current	Current	New	New	New	Current	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Scavenger)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Office Supplies, Postage	\$ 3,208	\$ 10,245	\$ 10,245	\$ 12,460	\$ 21,152	\$ 21,152	\$ 21,152	\$ 21,152	\$ 57,309	\$ 63,456	\$ 120,765
16	Building Maintenance Supplies and Repair	\$ 11,667	\$ 26,177	\$ 26,177	\$ 4,000	\$ 20,620	\$ 9,990	\$ 9,990	\$ 9,990	\$ 88,640	\$ 29,970	\$ 118,610
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance	\$ 6,937	\$ 11,198	\$ 12,318	\$ 12,318	\$ 24,118	\$ 24,118	\$ 24,118	\$ 24,118	\$ 66,889	\$ 72,354	\$ 139,243
19	Staff Training	\$ 8,750	\$ 25,110	\$ 25,110	\$ 21,988	\$ 22,927	\$ 22,927	\$ 22,927	\$ 22,927	\$ 103,884	\$ 68,781	\$ 172,665
20	Staff Travel-(Local & Out of Town)	\$ 642	\$ 1,036	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,977	\$ -	\$ 1,977
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ 8,213	\$ 12,320	\$ 750	\$ 750	\$ 750	\$ 20,533	\$ 2,250	\$ 22,783
22	Phone	\$ 7,000	\$ 11,299	\$ 36,000	\$ 29,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 119,299	\$ 108,000	\$ 227,299
23	Photocopier	\$ 2,450	\$ 6,480	\$ 6,480	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 24,409	\$ 13,500	\$ 37,909
24	Cleaning/Janitorial Supplies	\$ 11,667	\$ 33,270	\$ 48,000	\$ 55,467	\$ 59,200	\$ 45,000	\$ 45,000	\$ 45,000	\$ 207,604	\$ 135,000	\$ 342,604
25	Cable/Internet/Wifi	\$ 7,292	\$ 11,770	\$ 11,770	\$ 3,988	\$ 5,232	\$ 2,232	\$ 2,232	\$ 2,232	\$ 40,052	\$ 6,696	\$ 46,748
26	Guest Supplies, food, socks, etc	\$ 26,250	\$ 56,497	\$ 101,390	\$ 122,771	\$ 145,528	\$ 120,528	\$ 120,528	\$ 120,528	\$ 452,436	\$ 361,584	\$ 814,020
27	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 18,667	\$ 30,131	\$ 30,131	\$ 37,626	\$ 41,373	\$ 20,169	\$ 20,169	\$ 20,169	\$ 157,928	\$ 60,507	\$ 218,435
28	Dump Runs (guest belonging abandoned)	\$ 7,000	\$ 11,299	\$ 2,000	\$ 8,500	\$ 12,000	\$ -	\$ -	\$ -	\$ 40,799	\$ -	\$ 40,799
29	Guest Transportation	\$ 1,167	\$ 1,883	\$ 200	\$ 578	\$ 3,969	\$ 5,527	\$ 5,527	\$ 5,527	\$ 7,797	\$ 16,581	\$ 24,378
30	Staff Parking	\$ 4,375	\$ 7,062	\$ 12,000	\$ 12,400	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 48,437	\$ 37,800	\$ 86,237
31	Cell Phones				\$ 4,000	\$ 6,000	\$ 100	\$ 100	\$ 100	\$ 10,000	\$ 300	\$ 10,300
32	Pest Control	\$ 28,000	\$ 45,197	\$ 4,000	\$ 2,311	\$ 2,467	\$ 15,420	\$ 15,420	\$ 15,420	\$ 81,976	\$ 46,260	\$ 128,236
33	Guest Linen	\$ 5,075	\$ 8,192	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,267	\$ -	\$ 28,267
34	Start Up Costs	\$ 110,000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ 110,000
35	Microwave Purchase (One-Time)		\$ 1,300		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300	\$ -	\$ 1,300
68	TOTAL OPERATING EXPENSES	\$ 260,146	\$ 298,146	\$ 341,120	\$ 340,120	\$ 430,006	\$ 341,013	\$ 341,013	\$ 341,013	\$ 1,669,538	\$ 1,023,039	\$ 2,692,577

	A	B	E	H	K	N	S	V	Y	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	OPERATING DETAIL											
3	Document Date	7/1/2025										
4	Provider Name	Five Keys Schools and Programs										
5	Program	Next Door										
6	F\$P Contract ID#	1000020047										
7	Budget Name	General Fund - Shelter										
8		EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR										
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	All Years		
69												
70	Other Expenses (not subject to indirect cost %)											
71	Adjustment to Actuals	\$ (1,168,346)	\$ (906,125)	\$ (362)	\$ (179,207)		\$ -	\$ -	\$ -	\$ (2,254,040)	\$ -	\$ (2,254,040)
83												
84	TOTAL OTHER EXPENSES	\$ (1,168,346)	\$ (906,125)	\$ (362)	\$ (179,207)	\$ -	\$ -	\$ -	\$ -	\$ (2,254,040)	\$ -	\$ (2,254,040)
85												
86	Capital Expenses											
87	Bunk Bed Frames and Mattresses				\$ 98,790		\$ -	\$ -	\$ -	\$ 98,790	\$ -	\$ 98,790
88	Computers and Peripheral Equipment				\$ 10,000		\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000
89	Movers and Furniture Set Up				\$ 17,200		\$ -	\$ -	\$ -	\$ 17,200	\$ -	\$ 17,200
90	Guest Linen Start up and Bedding				\$ 40,000		\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
91	Safety Supplies - additional AED, First AID kits, Radios				\$ 5,000		\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
92	Furniture				\$ 22,400		\$ -	\$ -	\$ -	\$ 22,400	\$ -	\$ 22,400
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ 193,390	\$ -	\$ -	\$ -	\$ -	\$ 193,390	\$ -	\$ 193,390
96												
97	HSH #3									Template last modified 7/26/2022		

BUDGET NARRATIVE

Fiscal Year

General Fund - Shelter

FY25-26

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

<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>
Director of Housing	0.10	\$ 15,400	Oversight of all housing services, compliance, accountability for all HSH sites	\$154,000 Annually	Brandi Marshall
Director of Strategic Leadership Developme	0.05	\$ 7,500	Leads staff training throughout housing with an emphasis on the shift supervisors, Directors and Assistant Directors to ensure both employee development and growth and ongoing leadership opportunities for front line staff	\$150,000 Annually	Dr. Tiffany
Deputy Director of Housing	0.10	\$ 13,500	Supports the Housing Director and ensures contract compliance and smooth operations	\$135,000 Annually	Kim Duong
Restorative Justice Strategist / Training	0.10	\$ 11,500	Trains and supports staff and leaders in a variety of conflict resolution approaches to develop community within the site and to resolve conflicts with guests and staff in a restorative manner	\$115,000 Annually	Rita Alfred
Director of Operations	0.07	\$ 7,770	Assist and organize Site Directors in administrative tasks, compliance, and reporting	\$111,000 Annually	Alysha Galindo
Director	2.00	\$ 197,600	Oversight of all direct program services, client satisfaction, staff training and supervision	\$98,800 Annually	Samantha Evans/TBD
Director of Training and Guest Services	0.10	\$ 9,800	Ensures that all residents and treated with excellent customer services, and supervises activities coordinator, resolving resident complaints and is accountable for resident satisfaction.	\$98,000 Annually	Jamil Wilson
Assistant Director Care Coordination	0.13	\$ 12,350	Oversight of all Care Coordination and exit planning, compliance, training for all CC	\$95,000 Annually	Dana Pine
Care Coordinator Supervisor	1.00	\$ 79,000	Overseas Care Coordinators to ensure compliance	\$79,000 Annually	Jacob Valenzuela
Program Data and Resource Coordinator	0.10	\$ 7,600	Guest data compliance and tracking	\$76,000 Annually	Maria Cornejo
Shift Supervisors	8.40	\$ 613,200	Oversight of shift activities and staffing, accountability, safety, emergency response, client satisfaction	\$73,000 Annually	Various
Care Coordinators	7.00	\$ 463,120	Engage and organize guests, plan activities and events, perform quality assurance for services	\$66,160 Annually	Various
Intake and Resource Coordinator	2.00	\$ 112,320	provides intakes to the guests,	\$56,1600 Annually	Tiffany Andrews & Nevaeh M
Activities Coordinator	1.00	\$ 56,160	Engage and organize guests, plan activities and events, perform quality assurance for services	\$56,1600 Annually	Amber Simmons
Ambassadors	54.60	\$ 2,754,024	Ensure guest safety and comfort, de-escalate conflicts, provide access to food, hygiene, and basic needs, coordinate shift operations and activities, keep facilities safe, clean and secure, Search guests for weapons or prohibited substances, de-escalate and prevent conflicts, keep facilities safe, clean and secure	\$49,000 Annually	Various
Janitorial Staff	10.60	\$ 534,664	Clean facilities, empty trash, clear grounds around facilities, keep ensure guest bathrooms are clear, ensure high touch services are cleaned regularly, ensure facilities - both guest and staff spaces are clean and sanitized	\$49,000 Annually	Various
TOTAL	87.35	\$ 4,895,508			
Employee Fringe Benefits			Includes FICA, SSUI, Workers Compensation and Medical calculated at 38% of total salaries.		
		\$ 1,860,293			
Salaries & Benefits Total		\$ 6,755,801			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Office Supplies, Postage	\$ 21,152	Supplies necessary for administrative tasks, paper, binders, labels, clipboards, pens, etc.	\$1,763 Per Month
Building Maintenance Supplies and Repair	\$ 9,990	repairs of the building as needed not covered by HSH maintenance staff	\$832.50 per month
Insurance	\$ 24,118	Liability operating insurance	\$24,118 annually
Staff Training	\$ 22,927	Providing ongoing training to staff to improve performance and knowledge	\$1,910.59 per month
Rental of Equipment	\$ 750	Rent equipment for maintenance issues	\$250 x 3 = \$750
Phone	\$ 36,000	phones lines for business operations at the site	\$3,000 per month
Photocopier	\$ 4,500	Copy machine to copy all guest paperwork for intakes, care managers and posting to guests as well as daily operations	\$375 per month
Cleaning/Janitorial Supplies	\$ 45,000	Chemicals, tools and equipment used to clean facilities	\$3,750 per month
Cable/Internet/Wifi	\$ 2,232	TV and computers for guest and staff use	\$186 per month
Guest Supplies, food, socks, etc	\$ 120,528	Clothing, medically necessary food, activities supplies, special events, trainings, pet supplies, hygiene supplies, and other basic needs for guests on an ongoing basis	\$10,044 per month
Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 20,169	Uniforms, First Aid Kits, AEDs, badges and lanyards, Radios, food and coffee	\$1,680.75 per month
Guest Transportation	\$ 5,527	Guests attending medical and housing appointments	\$460.59 per month
Staff Parking	\$ 12,600	Staff parking in city parking lot	\$1,050 per month
Cell Phones	\$ 100	Cell Phone for Site Supervisor	\$100 annually
Pest Control	\$ 15,420	Pest control services for 70K sq ft bldg.	\$1,285 per month
TOTAL OPERATING EXPENSES	\$ 341,013		
Indirect Cost	15.0% \$ 1,064,522		

Appendix C, Method of Payment

- I. Reimbursement for 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, paid by the Grantee, 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 the Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.
- A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee's ability to apply for future funding or requests for additional funding.

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

- E. Invoicing System:
1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness

and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
 3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- F. 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 more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- G. Spend Down:
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

3. Failure to spend Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Grantees.

H. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
 - a. Be easily searchable (e.g., PDF) and summarized in Excel;
 - 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));
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
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. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceed \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, 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 shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

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

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance

payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

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

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

B. Advance Request Process:

1. Grantee shall submit a written request to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than one month of the ongoing annualized budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

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 to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.

3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	835 Turk Lease & Property Management	March 1, 2023 – February 29, 2028	\$16,682,000
Department of Homelessness and Supportive Housing	Artmar Hotel	June 1, 2021 – June 30, 2025	\$9,055,337
Department of Homelessness and Supportive Housing	Baldwin SAFE Navigation Center	July 1, 2022 – June 30, 2026	\$37,072,314
Department of Homelessness and Supportive Housing	Bayshore Navigation Center	January 1, 2021 – June 30, 2026	\$25,071,112
Department of Homelessness and Supportive Housing	Central Waterfront Navigation Center	June 30, 2024 – June 30, 2025	\$3,601,148
Department of Homelessness and Supportive Housing	Ellis Semi-Congregate Shelter	December 15, 2022 – June 30, 2026	\$27,296,993
Department of Homelessness and Supportive Housing	Embarcadero SAFE Navigation Center (AKA Site H)	September 1, 2020 – December 31, 2027	\$36,621,656
Department of Homelessness and Supportive Housing	Flexible Housing Subsidy Pool & Rapid Re-Housing	February 15, 2021 – June 30, 2025	\$6,000,000
Department of Homelessness and Supportive Housing	Mission Cabins	March 1, 2024 – June 30, 2026	\$7,697,435
Department of Homelessness and Supportive Housing	Support Services at 835 Turk	June 1, 2022 – June 30, 2025	\$2,836,435
Department of Homelessness and Supportive Housing	42 Otis Property Management	November 1, 2024 - June 30, 2029	\$7,436,155
Department of Homelessness and Supportive Housing	42 Otis Support Services	November 1, 2024 - June 30, 2029	\$1,959,099
Department of Homelessness and Supportive Housing	Non-Congregate Shelter Services (Adante)	July 1, 2024 - March 31, 2025	\$4,025,064
Human Services Agency	Academic Assessment Services	July 1, 2024 - June 30, 2025	\$66,000
Mayor's Office of Housing and Community Development (MOHCD)	Self Determination Project (Mobile Classroom)	July 1, 2023 - June 30, 2025	\$215,800
Mayor's Office of Housing and Community Development (MOHCD)	Southeast Community Center Digital Equity Access Program	September 1, 2022 - June 30, 2025	\$250,000
Department of Children, Youth and their Families (DCYF)	TAY/A Resilience	July 1, 2024 - June 30, 2029	\$1,062,000
Department of Children, Youth and their Families (DCYF)	JJC Resilience	July 1, 2024 - June 30, 2029	\$531,000

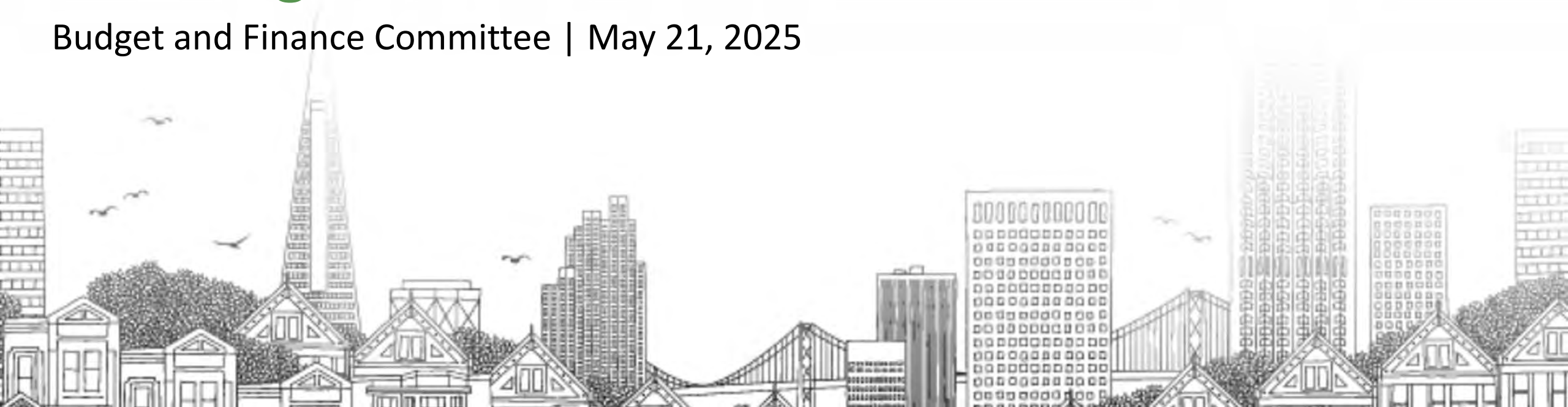
Office of Economic and Workforce Development (OEWD)	Tech SF	July 1, 2024 - June 30, 2025	\$100,000
Office of Economic and Workforce Development (OEWD)	Specialized Job Center - Reentry Services	July 1, 2021 - June 30, 2025	\$717,086
Department of Public Health	Emergency Stabilization Units	(Contract Pending) November 15, 2024 - June 30, 2027	\$3,978,439
Adult Probation Department (APD)	**Discontinued** CASC Ambassador Program	April 1, 2024 - June 30, 2026	\$232,425
Department of Children, Youth and their Families (DCYF) **Subcontract**	Instituto Familiar de la Raza (IFR) / Roadmap to Peace	July 1, 2024 - June 30, 2025	\$10,000



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Five Keys Schools and Programs: Next Door Shelter Grant Agreement 3rd Amendment

Budget and Finance Committee | May 21, 2025



Proposed Amendment Details

- **Resolution:** Approve the **third amendment** to the grant agreement between HSH and **Five Keys Schools and Programs (Five Keys)** for **Next Door shelter program**.
- **Term:**
 - Current Term: December 1, 2020 – June 30, 2025
 - Amended Term: **December 1, 2020 – June 30, 2028**
- **Amount:** Increases the not-to-exceed amount by **\$26,755,828** for a total not-to-exceed amount of **\$59,204,930**.
- **Commission approval:** **May 1, 2025**



Grant Agreement Overview

- Next Door Shelter offers 24/7 emergency shelter for **up to 334 adult guests** per night.
- Cost per bed per night = \$77*
- **Services** provided by Five Keys:
 - 24/7 emergency shelter
 - Two meals per day
 - Laundry
 - Case management
 - Department of Public Health's Shelter Health Clinic
 - Behavioral and mental health support
 - Substance abuse support



Community Room



**Cost does not include costs associated with the shelter health program provided by DPH or the cost of meals provided through a separate agreement with Meals on Wheels. No rent as this is a city-owned building.*

Program Context

- Next Door is the **largest congregate shelter** in San Francisco.
- Located at 1001 Polk Street.
- Five Keys served **860 people** in Fiscal Year 2023-24 at Next Door.
- The average **occupancy rate** for Fiscal Year 23-24 was **93%**, exceeding HSH's goal of 90%.



Next Door Lobby





DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Appendix

Community Engagement

Ongoing meetings with the **Lower Nob Hill Neighborhood Alliance** and Tenderloin community stakeholders to mitigate any issues related to HSH funded programs in the neighborhood have resulted in:

- Inclusion of the robust good neighbor policy within the grant agreement
- Hourly perimeter checks
- Supporting alley response
- Escalating issues as needed
- Meeting with community stakeholders

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

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

THIS GRANT AGREEMENT (“Agreement”) is made as of **November 20, 2020**, in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”),

RECITALS

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

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

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

unfounded, of whatsoever kind and nature.

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

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

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

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

- 2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.
- 2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance

authorization.

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

ARTICLE 3 TERM

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

(a) The term of this Agreement shall commence on **December 1, 2020** and expire on

March 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.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

4.5 Publications and Work Product.

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Seven Hundred Twelve Thousand Eight Hundred Sixty Six Dollars (\$9,712,866)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Fifty Six Thousand Four Hundred Eighty Eight Dollars (\$756,488)** 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 Reserved. (State or Federal Funds).

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

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at

any time during the term of this Agreement.

- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d)

conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
 - (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
 - (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- 7.3 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement.

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest.**
 - (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For

purposes of this subsection, “immediate family” shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

- 9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or

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

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

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

ARTICLE 10 INSURANCE

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

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

Completed Operations.

- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

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

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.

10.9 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix E, Permitted Subgrantees, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall

provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority

had not determined that Grantee was an employee.

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

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

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

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

Any notice of default must be sent by registered mail.

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

ARTICLE 16

COMPLIANCE

- 16.1 Reserved.**

- 16.2 Nondiscrimination; Penalties.**

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

of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

16.3 Reserved.

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

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal

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

- 16.6 Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- 16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.
- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief

executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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

“saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved. (Working with Minors).

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

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

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

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

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

Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

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

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

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24” × 48”) towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;

- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;

- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall;
- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff person by name and position;
- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and

- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:
- A. Hand washing requirements and other communicable disease prevention;
 - B. Proper food handling and storage;
 - C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
 - D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
 - E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;
 - F. On-the-job burn-out prevention;
 - G. Requirements under the ADA;
 - H. Policies and procedures explained in shelter training manuals; and
 - I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided below;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;
- (3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to \$1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;
- (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies

available under the contract or at law; and

- (5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

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

**ARTICLE 17
MISCELLANEOUS**

- 17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

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

- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:
- | | |
|-----------------|--|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims; Monetary Penalties. |
| Article 7 | Taxes. |
| Article 8 | Representations and Warranties. |
| Article 9 | Indemnification and General Liability. |
| Section 10.4 | Required Post-Expiration Coverage. |
| Article 12 | Disclosure of Information and Documents. |
| Section 13.4 | Grantee Retains Responsibility. |
| Section 14.3 | Consequences of Recharacterization. |
| This Article 17 | Miscellaneous. |

- 17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do

such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure.

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
 - (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program

Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.

- (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement,

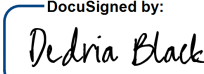
and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.


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

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


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

CITY**GRANTEE****DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING****FIVE KEYS SCHOOLS AND
PROGRAMS**

By:  12/28/2020
1FAF515161C8422...
 Abigail Stewart-Kahn
 Interim Director

By:  12/28/2020
A6BBD549EEFD413...
 Steve Good
 Executive Director
 City Supplier Number: 0000011181

Approved as to Form:

By:  12/28/2020
F013CEBF5B1B482...
 Virginia Dario Elizondo
 Deputy City Attorney

**Appendix A, Services to be Provided
by
Five Keys
Next Door (Site S)**

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Grantee shall work with guests to accommodate service/companion/support animals at the shelter. Grantee may accept guests with a single pet. Guests with an animal, service/companion/support or pet, are responsible for the care of the animal, following the programs guidelines and having the animal under their control at all times within the facility.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

- A. Shelter Operations: Grantee shall operate the shelter to accommodate up to 334 guests at any given time, however, City may require Grantee to serve less guests in order to maintain the health and safety of guests in accordance with current City requirements. Grantee will be notified of required changes in the number of guests by the City.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.
2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the and only via the City-approved policies and procedures within the noted program hours of operation.

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$anc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404).

3. Accommodations: Grantee shall provide clean bedding according to the Standards of Care.
4. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receiving and tracking meal use by guests.
5. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
6. Entry and Exit: Grantee shall monitor guest entry and exit through guest records and follow all required health and safety requirements (e.g. screening).
7. Laundry: Grantee shall provide laundry services for bedding and towels, the items provided to guests by the program, daily and clean bedding at least weekly, and with each turn-over of the guest assigned to a specific bed.
8. Health Screenings and Wellness Checks: Grantee shall follow all health and safety requirements. Grantee shall check on guests who are spending long periods in bed, in restrooms, etc. to ensure anyone demonstrating concerning symptoms or behaviors is checked and referred as appropriate to emergency services.
9. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
10. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, anytime emergency response are called to the site, a guest or staff person is seriously injured on or near the site, a guest is transported to the hospital, any incident that results in the immediate exit of a guest from the program, overdose/use of Narcan, and damage to the site that results in one or more guests having to be relocated.

- B. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
 3. Assessment: Grantee shall engage, assist and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
 4. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);s
 - d. Employment and job related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services);
 5. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
 6. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support,

as appropriate. These functions may be provided by outside individuals or groups that the Grantee has cleared to understand confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.

V. Location and Time of Services

Grantee shall provide Shelter services at 1001 Polk Street, San Francisco, CA, 24 hours per day, seven days per week.

VI. Service Requirements

A. Shelter Expansion:

1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible.

B. Staffing and Volunteers:

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

C. Language Accessibly: Grantee shall address the needs of and provide services to guests who primarily speak language(s) other than English.

D. Record Keeping:

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

3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

E. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

1. Offer guests meals and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

F. Facilities:

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

G. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site; and
5. Active discouragement of loitering in the area surrounding the building.

H. Feedback, Complaint and Follow-up Policies

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

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

I. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;

6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
 7. Adherence to the City service/companion/support animal policy; and
 8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).
- J. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- K. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- L. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- N. Data Standards:
1. Grantee shall maintain the current and active guest list, as well as maintaining the records of former clients who are not longer active, in the designated HSH database.
 2. When applicable, records entered into the 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 HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
4. When applicable, Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as required.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved and provided by HSH;
- B. When applicable (during required health and safety orders), 100 percent of all guests, visitors and shelter staff will be screened for health issues upon each entry to include a temperature check. 100 percent of all guests who do not leave the site in a 24-hour period will also be screened in the same manner;
- C. When applicable (during required health and safety orders), 100 percent of guests will use the finger imager upon entry into the shelter to determine if they have a reservation. Of the shelter guests with a finger image on file, 75 percent will be checked in biometrically as documented by a CHANGES report. A manual check-in will be done only when the biometric check-in is not possible;
- D. 60 percent of guests to attend monthly in-house Community Meetings as measured through sign-in sheets; and
- E. 100 percent of the guests who have not been assessed and discussed Problem Solving with Coordinated Entry will be referred to and encouraged to complete the assessment.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objective:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

IX. Reporting Requirements

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

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- E. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

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: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the ADA, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	11/20/2020		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	12/1/2020	3/31/2022	2
Amended Term	12/1/2020	3/31/2022	2
Provider Name	Five Keys		
Program	Next Door Site S		
FSP Contract ID#	1000020047		
Action (select)	New Agreement		
Effective Date	12/1/2020		
Budget Name	Next Door Site S		

	Current	New	
Term Budget	\$ 8,956,378	\$ 8,956,378	8%
Contingency	\$ 756,488	\$ 756,488	
Not-To-Exceed	\$ 9,712,866	\$ 9,712,866	

	Year 1			Year 2			All Years		
	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	7/1/2021 - 3/31/2022	7/1/2021 - 3/31/2022	7/1/2021 - 3/31/2022	12/1/2020 - 3/31/2022	12/1/2020 - 3/31/2022	12/1/2020 - 3/31/2022
	New		New	New		New	New		New
Expenditures									
Salaries & Benefits	\$ -	\$ 2,904,757	\$ 2,904,757	\$ -	\$ 4,430,208	\$ 4,430,208	\$ -	\$ 7,334,965	\$ 7,334,965
Operating Expense	\$ -	\$ 260,146	\$ 260,146	\$ -	\$ 193,045	\$ 193,045	\$ -	\$ 453,190	\$ 453,190
Subtotal	\$ -	\$ 3,164,903	\$ 3,164,903	\$ -	\$ 4,623,252	\$ 4,623,252	\$ -	\$ 7,788,155	\$ 7,788,155
Indirect Percentage	15.00%		15%	15.00%		15.00%			
Indirect Cost (Line 21 X Line 22)	\$ -	\$ 474,735	\$ 474,735	\$ -	\$ 693,488	\$ 693,488	\$ -	\$ 1,168,223	\$ 1,168,223
Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Cost (HUD Agreements Only)		\$ -			\$ -		\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ 3,639,638	\$ 3,639,638	\$ -	\$ 5,316,740	\$ 5,316,740	\$ -	\$ 8,956,379	\$ 8,956,379
HSR Revenues (select)	-								
General Fund - Ongoing		\$ 3,513,138	\$ 3,513,138		\$ 5,316,740	\$ 5,316,740	\$ -	\$ 8,829,878	\$ 8,829,878
			\$ -			\$ -	\$ -	\$ -	\$ -
General Fund - One-Time		\$ 126,500	\$ 126,500			\$ -	\$ -	\$ 126,500	\$ 126,500
			\$ -			\$ -	\$ -	\$ -	\$ -
Total HSR Revenues	\$ -	\$ 3,639,638	\$ 3,639,638	\$ -	\$ 5,316,740	\$ 5,316,740	\$ -	\$ 8,956,378	\$ 8,956,378
Other Revenues (to offset Total Expenditures & Reduce HSR Revenues)		\$ 519,948							
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total HSR + Other Revenues	\$ -	\$ 3,639,638	\$ 3,639,638	\$ -	\$ 5,316,740	\$ 5,316,740	\$ -	\$ 8,956,378	\$ 8,956,378
Rev-Exp (Budget Match Check)	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -

Prepared by	
Phone	
Email	

Template last modified 1/22/2020

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
SALARY & BENEFIT DETAIL

Document Date	11/20/2020
Provider Name	Five Keys
Program	Next Door Site S
F\$P Contract ID#	1000020047
Budget Name	Next Door Site S

	Year 1							Year 2						All Years			
POSITION TITLE	Agency Totals		For HSH Funded Program		12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 3/31/2022	7/1/2021 - 3/31/2022	7/1/2021 - 3/31/2022	12/1/2020 - 3/31/2022	12/1/2020 - 3/31/2022	12/1/2020 - 3/31/2022
					New		New					New		New	New	Modification	New
	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
Director San Francisco Housing	\$ 135,000	1.00	0.15	0.15		\$ 11,813	\$ 11,813	\$ 135,000	1.00	0.15	0.15		\$ 15,188	\$ 15,188	\$ -	\$ 27,000	\$ 27,000
Director Site S	\$ 85,000	1.00	1	1.00		\$ 49,583	\$ 49,583	\$ 85,000	1.00	1	1.00		\$ 63,750	\$ 63,750	\$ -	\$ 113,333	\$ 113,333
Assistant Director Care Coordination	\$ 80,000	1.00	0.15	0.15		\$ 7,000	\$ 7,000	\$ 80,000	1.00	0.15	0.15		\$ 9,000	\$ 9,000	\$ -	\$ 16,000	\$ 16,000
Assistant Director Site S	\$ 78,000	1.00	1	1.00		\$ 45,500	\$ 45,500	\$ 78,000	1.00	1	1.00		\$ 58,500	\$ 58,500	\$ -	\$ 104,000	\$ 104,000
Admin Coordinator	\$ 65,000	1.00	1	1.00		\$ 37,917	\$ 37,917	\$ 65,000	1.00	1	1.00		\$ 48,750	\$ 48,750	\$ -	\$ 86,667	\$ 86,667
Shift Supervisors	\$ 71,000	7.00	1	7.00		\$ 289,917	\$ 289,917	\$ 71,000	7.00	1	7.00		\$ 372,750	\$ 372,750	\$ -	\$ 662,667	\$ 662,667
Case Coordinators	\$ 56,000	4.00	4	4.00		\$ 130,667	\$ 130,667	\$ 56,000	4.00	4	16.00		\$ 672,000	\$ 672,000	\$ -		\$ 802,667
Activities Coordinator	\$ 56,160	1.00	1	1.00		\$ 32,760	\$ 32,760	\$ 56,160	1.00	1	1.00		\$ 42,120	\$ 42,120	\$ -	\$ 74,880	\$ 74,880
Hiring Specialist	\$ 56,160	1.00	0.15	0.15		\$ 4,914	\$ 4,914	\$ 56,160	1.00	0.15	0.15		\$ 6,318	\$ 6,318	\$ -	\$ 11,232	\$ 11,232
Ambassadors	\$ 45,760	37.80	1	37.80		\$ 1,009,008	\$ 1,009,008	\$ 45,760	37.80	1	37.80		\$ 1,297,296	\$ 1,297,296	\$ -	\$ 2,306,304	\$ 2,306,304
In House Security	\$ 45,760	11.20	1	11.20		\$ 298,965	\$ 298,965	\$ 45,760	11.20	1	11.20		\$ 384,384	\$ 384,384	\$ -	\$ 683,349	\$ 683,349
Janitorial Staff	\$ 45,760	7.00	1	7.00		\$ 186,853	\$ 186,853	\$ 45,760	7.00	1	7.00		\$ 240,240	\$ 240,240	\$ -	\$ 427,093	\$ 427,093
				0.00		\$ -	\$ -				0.00		\$ -	\$ -	\$ -	\$ -	\$ -
				0.00		\$ -	\$ -				0.00		\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL SALARIES				\$ -	\$ 2,104,897	\$ 2,104,897	TOTAL SALARIES				\$ -	\$ 3,210,296	\$ 3,210,296	\$ -	\$ 4,512,525	\$ 5,315,192
	TOTAL FTE			71.45				TOTAL FTE			83.45						
	FRINGE BENEFIT RATE				38.00%	0.00%	38.00%	FRINGE BENEFIT RATE				38.00%	0.00%	38.00%			
	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 799,861	\$ 799,861	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 1,219,912	\$ 1,219,912	\$ -	\$ 2,019,773	\$ 2,019,773
	TOTAL SALARIES & BENEFITS				\$ -	\$ 2,904,757	\$ 2,904,757	TOTAL SALARIES & BENEFITS				\$ -	\$ 4,430,208	\$ 4,430,208	\$ -	\$ 7,334,965	\$ 7,334,965

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
OPERATING DETAIL

Document Date	11/20/2020
Provider Name	Five Keys
Program	Next Door Site S
ESP Contract ID#	1000020047
Budget Name	Next Door Site S

	Year 1			Year 2			All Years		
	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	7/1/2021 - 3/31/2022	7/1/2021 - 3/31/2022	7/1/2021 - 3/31/2022	12/1/2020 - 3/31/2022	12/1/2020 - 3/31/2022	12/1/2020 - 3/31/2022
	New		New	New		New	New	Modification	New
	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
<u>Operating Expenses</u>									
Rental of Property		\$ -			\$ -		\$ -	\$ -	\$ -
Utilities(Elec, Water, Gas, Scavenger)		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
Phone		\$ 7,000	\$ 7,000		\$ 9,000	\$ 9,000	\$ 7,000		\$ 7,000
Photocopier		\$ 2,450	\$ 2,450		\$ 3,150	\$ 3,150	\$ 2,450		\$ 2,450
Office Supplies, Postage		\$ 3,208	\$ 3,208		\$ 4,125	\$ 4,125	\$ -	\$ 7,333	\$ 7,333
Building Maintenance Supplies and Repair		\$ 11,667	\$ 11,667		\$ 15,000	\$ 15,000	\$ -	\$ 26,667	\$ 26,667
Printing and Reproduction		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Insurance		\$ 6,937	\$ 6,937		\$ 8,920	\$ 8,920	\$ -	\$ 15,857	\$ 15,857
Staff Training		\$ 8,750	\$ 8,750		\$ 11,250	\$ 11,250	\$ -	\$ 20,000	\$ 20,000
Staff Travel-(Local & Out of Town)		\$ 642	\$ 642		\$ 825	\$ 825	\$ -	\$ 1,467	\$ 1,467
Rental of Equipment		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
Cleaning/Janitorial Supplies		\$ 11,667	\$ 11,667		\$ 15,000	\$ 15,000	\$ -	\$ 26,667	\$ 26,667
Cable/Internet/Wifi		\$ 7,292	\$ 7,292		\$ 9,375	\$ 9,375	\$ -	\$ 16,667	\$ 16,667
Guest Supplies, food, socks, etc		\$ 26,250	\$ 26,250		\$ 33,750	\$ 33,750	\$ -	\$ 60,000	\$ 60,000
Staff Supplies, First Aid Kits/Medical Supplies/Uniform		\$ 18,667	\$ 18,667		\$ 24,000	\$ 24,000	\$ -	\$ 42,667	\$ 42,667
Dump Runs (guest belonging abandoned)		\$ 7,000	\$ 7,000		\$ 9,000	\$ 9,000	\$ -		\$ 16,000
Guest Transportation		\$ 1,167	\$ 1,167		\$ 1,500	\$ 1,500	\$ -	\$ 2,667	\$ 2,667
Staff Parking		\$ 4,375	\$ 4,375		\$ 5,625	\$ 5,625	\$ -	\$ 10,000	\$ 10,000
Guest Linen		\$ 5,075	\$ 5,075		\$ 6,525	\$ 6,525	\$ -		\$ 11,600
Pest Control		\$ 28,000	\$ 28,000		\$ 36,000	\$ 36,000	\$ -	\$ 64,000	\$ 64,000
Start Up Costs		\$ 110,000	\$ 110,000		\$ -		\$ -	\$ 110,000	\$ 110,000
		\$ -			\$ -		\$ -	\$ -	\$ -
<u>Consultants</u>		\$ -			\$ -		\$ -	\$ -	\$ -
		\$ -			\$ -		\$ -	\$ -	\$ -
		\$ -			\$ -		\$ -	\$ -	\$ -
<u>Subcontractors</u>		\$ -			\$ -		\$ -	\$ -	\$ -
		\$ -			\$ -		\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSES	\$ -	\$ 260,146	\$ 260,146	\$ -	\$ 193,045	\$ 193,045	\$ 9,450	\$ 403,990	\$ 441,040
TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Capital Expenses</u>									
		\$ -			\$ -		\$ -	\$ -	\$ -
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	
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	
Type	Instructions and Examples of Documentation
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide documentation for all revenue expenses that offset the costs in the Appendix B, Budget(s) covered by the agreement each time an invoice is submitted.</p>

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

Appendix D - Interests in Other City Grants

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

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

Appendix E – Permitted Subgrantees

1. None.
2.
3.

**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 **November 20, 2020** Grant Agreement (the "Agreement") is dated as of **April 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, 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 **November 20, 2020** between Grantee and City.
- (b) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (c) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (d) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.

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

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

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **December 1, 2020** and expire on **March 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 **December 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.
- (b) The City has eight options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	July 1, 2022 to June 30, 2023
Option 2:	July 1, 2023 to June 30, 2024
Option 3:	July 1, 2024 to June 30, 2025
Option 4:	July 1, 2025 to June 30, 2026
Option 5:	July 1, 2026 to June 30, 2027
Option 6:	July 1, 2027 to June 30, 2028
Option 7:	July 1, 2028 to June 30, 2029
Option 8:	July 1, 2029 to June 30, 2030

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 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.

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

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the

person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

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

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

Any notice of default must be sent by registered mail.

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

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

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, (dated April 1, 2022)
Appendix B, Budget, dated (April 1, 2022)
Appendix C, Method of Payment, (dated April 1, 2022)
Appendix D, Interests in Other City Grants, (dated April 1, 2022)

2.6 Appendix A, Services to be Provided, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated April 1, 2022) for the period of December 1, 2020 to June 30, 2022.

2.7 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated April 1, 2022) for the period of December 1, 2020 to June 30, 2022.

- 2.8 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated April 1, 2022).
- 2.9 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 April 1, 2022).
- 2.10 Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.

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


CITY

GRANTEE

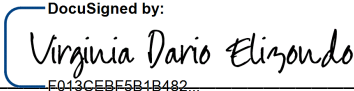
**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: 
Shireen McSpadden
Executive Director

By: 
Steve Good
Executive Director
City Supplier Number: 0000011181

Approved as to Form:
David Chiu
City Attorney

By: 
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Five Keys Schools & Programs
Next Door (Site S)**

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Grantee shall work with guests to accommodate service/companion/support animals at the shelter. Grantee may accept guests with a single pet. Guests with an animal, service/companion/support or pet, are responsible for the care of the animal, following the programs guidelines and having the animal under their control at all times within the facility.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

- A. Shelter Operations: Grantee shall operate the shelter to accommodate up to 334 guests at any given time, however, City may require Grantee to serve less guests in order to maintain the health and safety of guests in accordance with current City requirements. Grantee will be notified of required changes in the number of guests by the City.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.
2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the and only via the City-approved policies and procedures within the noted program hours of operation.
3. Accommodations: Grantee shall provide clean bedding according to the Standards of Care.

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

4. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receiving and tracking meal use by guests.
5. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
6. Entry and Exit: Grantee shall monitor guest entry and exit through guest records and follow all required health and safety requirements (e.g. screening).
7. Laundry: Grantee shall provide laundry services for bedding and towels, the items provided to guests by the program, daily and clean bedding at least weekly, and with each turn-over of the guest assigned to a specific bed.
8. Health Screenings and Wellness Checks: Grantee shall follow all health and safety requirements. Grantee shall check on guests who are spending long periods in bed, in restrooms, etc. to ensure anyone demonstrating concerning symptoms or behaviors is checked and referred as appropriate to emergency services.
9. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
10. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, anytime emergency response are called to the site, a guest or staff person is seriously injured on or near the site, a guest is transported to the hospital, any incident that results in the immediate exit of a guest from the program, overdose/use of Narcan, and damage to the site that results in one or more guests having to be relocated.

- B. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
 3. Assessment: Grantee shall engage, assist and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
 4. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);s
 - d. Employment and job related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services);
 5. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
 6. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or

groups that the Grantee has cleared to understand confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.

V. Location and Time of Services

Grantee shall provide Shelter services at 1001 Polk Street, San Francisco, CA, 24 hours per day, seven days per week.

VI. Service Requirements

A. Shelter Expansion:

1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible.

B. Staffing and Volunteers:

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

C. Language Accessibly: Grantee shall address the needs of and provide services to guests who primarily speak language(s) other than English.

D. Record Keeping:

1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
2. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

E. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

1. Offer guests meals and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

F. Facilities:

1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by and coordinated with the HSH Facilities Manager. Grantee shall ensure that janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. In partnership with the HSH Facilities Manager, Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
 - d. As the fulltime operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies to HSH and the HSH Facilities Manager.

G. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;

2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site; and
5. Active discouragement of loitering in the area surrounding the building.

H. Feedback, Complaint and Follow-up Policies

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

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

I. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;
6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the City service/companion/support animal policy; and

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).
- J. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
 - K. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
 - L. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
 - M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
 - N. Data Standards:
 1. Grantee shall maintain the current and active guest list, as well as maintaining the records of former clients who are not longer active, in the designated HSH database.
 2. When applicable, records entered into the 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>.
 3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
 4. When applicable, Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to

an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as required.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved and provided by HSH;
- B. When applicable (during required health and safety orders), 100 percent of all guests, visitors and shelter staff will be screened for health issues upon each entry to include a temperature check. 100 percent of all guests who do not leave the site in a 24-hour period will also be screened in the same manner;
- C. When applicable (during required health and safety orders), 100 percent of guests will use the finger imager upon entry into the shelter to determine if they have a reservation. Of the shelter guests with a finger image on file, 75 percent will be checked in biometrically as documented by a CHANGES report. A manual check-in will be done only when the biometric check-in is not possible;
- D. 60 percent of guests to attend monthly in-house Community Meetings as measured through sign-in sheets; and
- E. 100 percent of the guests who have not been assessed and discussed Problem Solving with Coordinated Entry will be referred to and encouraged to complete the assessment.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objective:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

IX. Reporting Requirements

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

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should

include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.

- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- E. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

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: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the ADA,

subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING APPENDIX B, BUDGET			
2				
3	Document Date	3/1/2022		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	12/1/2020	3/31/2022	2
6	Amended Term	12/1/2020	6/30/2022	2
7				
8	Approved Subcontractors			
10	None.			
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

	A	B	C	D	E	F	G	H	I	J
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2021								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	12/1/2020	3/31/2022	2						
6	Amended Term	12/1/2020	6/30/2022	2						
7					Year 1		Year 2			
8	Service Component				12/1/2020 - 6/30/2021		7/1/2021 - 6/30/2022			
10	Shelter Services (Non-Emergency Period)				334		334			
11	Shelter Services (COVID-19 Emergency Period)				75		75			
12										
13										
14										
15										
16										
17										
18										

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																Page 1 of 3
2	APPENDIX B, BUDGET																
3	Document Date	3/1/2022															
4	Contract Term	Begin Date	End Date	Duration (Years)													
5	Current Term	12/1/2020	3/31/2022	2													
6	Amended Term	12/1/2020	6/30/2022	2													
7	Provider Name	Five Keys															
8	Program	Next Door Site S															
9	FSP Contract ID#	1000020047															
10	Action (select)	Amendment															
11	Effective Date	4/1/2022															
12	Budget Name	General Fund - Shelter															
13		Current	New														
14	Term Budget	\$ 7,947,535	\$ 9,348,089														
15	Contingency	\$ 1,765,331	\$ 364,776	4%													
16	Not-To-Exceed	\$ 9,712,866	\$ 9,712,866		Year 1			Year 2			All Years						
17					12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	7/1/2021 - 3/31/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	12/1/2020 - 3/31/2022	12/1/2020 - 6/30/2022	12/1/2020 - 6/30/2022				
18					Current	Amendment	New	Current	Amendment	New	Current	Amendment	New				
19	Expenditures																
20	Salaries & Benefits				\$ 2,904,757	\$ -	\$ 2,904,757	\$ 4,525,509	\$ 1,156,168	\$ 5,681,677	\$ 7,430,266	\$ 1,156,168	\$ 8,586,434				
21	Operating Expense				\$ 260,146	\$ -	\$ 260,146	\$ 236,441	\$ 61,705	\$ 298,146	\$ 496,586	\$ 61,705	\$ 558,292				
22	Subtotal				\$ 3,164,903	\$ -	\$ 3,164,903	\$ 4,761,950	\$ 1,217,873	\$ 5,979,823	\$ 7,926,853	\$ 1,217,873	\$ 9,144,726				
23	Indirect Percentage				15.00%		15.00%	15.00%		15.00%							
24	Indirect Cost (Line 22 X Line 23)				\$ 474,735	\$ -	\$ 474,735	\$ 714,292	\$ 182,681	\$ 896,973	\$ 1,189,028	\$ 182,681	\$ 1,371,709				
25	Other Expenses (Not subject to indirect %)				\$ (1,168,346)	\$ -	\$ (1,168,346)	\$ -		\$ -	\$ (1,168,346)	\$ -	\$ (1,168,346)				
26	Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
28	Total Expenditures				\$ 2,471,293	\$ -	\$ 2,471,293	\$ 5,476,242	\$ 1,400,554	\$ 6,876,796	\$ 7,947,535	\$ 1,400,554	\$ 9,348,089				
29	HSH Revenues (select)																
31	General Fund - Ongoing				\$ 2,344,793	\$ -	\$ 2,344,793	\$ 5,476,242	\$ 1,400,554	\$ 6,876,796	\$ 7,821,035	\$ 1,400,554	\$ 9,221,589				
32	General Fund - CODB						\$ -			\$ -	\$ -	\$ -	\$ -				
33	General Fund - One-Time				\$ 126,500	\$ -	\$ 126,500			\$ -	\$ 126,500	\$ -	\$ 126,500				
34							\$ -			\$ -	\$ -	\$ -	\$ -				
39							\$ -			\$ -	\$ -	\$ -	\$ -				
40	Total HSH Revenues				\$ 2,471,293	\$ -	\$ 2,471,293	\$ 5,476,242	\$ 1,400,554	\$ 6,876,796	\$ 7,947,535	\$ 1,400,554	\$ 9,348,089				
50	Rev-Exp (Budget Match Check)				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -				
52																	
53	Prepared by	Antonette West															
54	Phone	510-363-6212															
55	Email	antonettew@fivekeys.org															
56																	
57	Template last modified	1/22/2020															
58																	
59																	
60																	
61																	
62																	
63																	
64																	
65																	
66																	
67																	
68																	
69																	
70																	
71	Contract year	1	1	1	2	2	2	2	2	2	2	2	2				
72	FY begin date	12/1/2020	12/1/2020	12/1/2020	7/1/2021	7/1/2021	7/1/2021	6/30/2022	6/30/2022	6/30/2022	12/1/2020	12/1/2020	12/1/2020				
73	FY end date	6/30/2021	6/30/2021	6/30/2021	3/31/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	11/30/2022	11/30/2022	11/30/2022				
74	Document date	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022				
75	Extension Year	0	0	0	0	0	0	0	0	0							
76																	
77											12/1/2020	12/1/2020	12/1/2020				
78											3/31/2022	6/30/2022	6/30/2022				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																			Page 2 of 3
2	SALARY & BENEFIT DETAIL																			
3	Document Date	3/1/2022																		
4	Provider Name	Five Keys																		
5	Program	Next Door Site S																		
6	F&P Contract ID#	1000020047																		
7	Budget Name	General Fund - Shelter																		
8		Year 1										Year 2					All Years			
9	POSITION TITLE	Agency Totals		For HSH Funded Program		12/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 3/31/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	12/1/2020 - 3/31/2022	12/1/2020 - 6/30/2022	12/1/2020 - 6/30/2022				
Current						Current					Amendment	New	Current	Modification	New					
10		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary				
11																				
12	Director San Francisco Housing	\$ 135,000	1.00	15%	0.15	\$ 11,813	\$ 135,000	1.00	15%	0.15	\$ 15,188	\$ 3,880	\$ 19,068	\$ 27,000	\$ 3,880	\$ 30,880				
13	Deputy Director of Administration	\$ -	0.00	0%	0.00		\$ 98,345	1.00	17%	0.17	\$ 12,539	\$ 3,203	\$ 15,742	\$ 12,539	\$ 3,203	\$ 15,742				
14	Deputy Director of Guest Services	\$ -	0.00	0%	0.00		\$ 95,000	1.00	17%	0.17	\$ 12,113	\$ 3,094	\$ 15,207	\$ 12,113	\$ 3,094	\$ 15,207				
15	Deputy Director of Staff Support	\$ -	0.00	0%	0.00		\$ 95,000	1.00	17%	0.17	\$ 12,113	\$ 3,094	\$ 15,207	\$ 12,113	\$ 3,094	\$ 15,207				
16	HR Generalist	\$ -	0.00	0%	0.00		\$ 90,000	1.00	17%	0.17	\$ 11,475	\$ 2,932	\$ 14,407	\$ 11,475	\$ 2,932	\$ 14,407				
17	Director Site S	\$ 85,000	1.00	100%	1.00	\$ 49,583	\$ 85,000	1.00	100%	1.00	\$ 63,750	\$ 16,287	\$ 80,037	\$ 113,333	\$ 16,287	\$ 129,620				
18	Assistant Director Care Coordination	\$ 80,000	1.00	15%	0.15	\$ 7,000	\$ 80,000	1.00	15%	0.15	\$ 9,000	\$ 2,299	\$ 11,299	\$ 16,000	\$ 2,299	\$ 18,299				
19	Assistant Director Site S	\$ 78,000	1.00	100%	1.00	\$ 45,500	\$ 78,000	1.00	100%	1.00	\$ 58,500	\$ 14,945	\$ 73,445	\$ 104,000	\$ 14,945	\$ 118,945				
20	Admin Coordinator	\$ 65,000	1.00	100%	1.00	\$ 37,917	\$ 65,000	1.00	100%	1.00	\$ 48,750	\$ 12,455	\$ 61,205	\$ 86,667	\$ 12,455	\$ 99,121				
21	Shift Supervisors	\$ 71,000	7.00	100%	7.00	\$ 289,917	\$ 71,000	7.00	100%	7.00	\$ 372,750	\$ 95,229	\$ 467,979	\$ 662,667	\$ 95,229	\$ 757,896				
22	Case Coordinators	\$ 56,000	4.00	100%	4.00	\$ 130,667	\$ 56,000	16.00	100%	16.00	\$ 672,000	\$ 171,681	\$ 843,681	\$ 802,667	\$ 171,681	\$ 974,348				
23	Activities Coordinator	\$ 56,160	1.00	100%	1.00	\$ 32,760	\$ 56,160	1.00	100%	1.00	\$ 42,120	\$ 10,761	\$ 52,881	\$ 74,880	\$ 10,761	\$ 85,641				
24	Hiring Specialist	\$ 56,160	1.00	15%	0.15	\$ 4,914	\$ 56,160	1.00	15%	0.15	\$ 6,318	\$ 1,614	\$ 7,932	\$ 11,232	\$ 1,614	\$ 12,846				
25	Ambassadors	\$ 45,760	37.80	100%	37.80	\$ 1,009,008	\$ 45,760	49.70	100%	49.61	\$ 1,702,500	\$ 434,951	\$ 2,137,451	\$ 2,711,508	\$ 434,951	\$ 3,146,459				
26	In House Security	\$ 45,760	11.20	100%	11.20	\$ 298,965	\$ -	0.00	0%	0.00	\$ -	\$ -	\$ -	\$ 298,965	\$ -	\$ 298,965				
27	Janitorial Staff	\$ 45,760	7.00	100%	7.00	\$ 186,853	\$ 45,760	7.00	100%	7.00	\$ 240,240	\$ 61,376	\$ 301,616	\$ 427,093	\$ 61,376	\$ 488,469				
28					0.00					0.00		\$ -	\$ -	\$ -	\$ -	\$ -				
29					0.00					0.00		\$ -	\$ -	\$ -	\$ -	\$ -				
58					0.00					0.00		\$ -	\$ -	\$ -	\$ -	\$ -				
59		TOTAL SALARIES				\$ 2,104,897	TOTAL SALARIES				\$ 3,279,354	\$ 837,803	\$ 4,117,157	\$ 5,384,251	\$ 837,803	\$ 6,222,054				
60		TOTAL FTE		71.45		TOTAL FTE		84.74		TOTAL FTE		84.74								
61		FRINGE BENEFIT RATE			38.00%	FRINGE BENEFIT RATE			38.00%		38.00%		0.00%	38.00%						
62		EMPLOYEE FRINGE BENEFITS				\$ 799,861	EMPLOYEE FRINGE BENEFITS				\$ 1,246,155	\$ 318,365	\$ 1,564,520	\$ 2,046,015	\$ 318,365	\$ 2,364,380				
63		TOTAL SALARIES & BENEFITS				\$ 2,904,757	TOTAL SALARIES & BENEFITS				\$ 4,525,509	\$ 1,156,168	\$ 5,681,677	\$ 7,430,266	\$ 1,156,168	\$ 8,586,434				
64																				
65	\$	4,500.00																		
66																				
67																				
68																				
69																				
70																				
71																				
72																				
73																				
74																				
75	Contract year	1	1	1	1	1	2	2	2	2	2	2	2	10	10	10				
76	FY begin date	12/1/2020	12/1/2020	12/1/2020	12/1/2020	12/1/2020	7/1/2021	7/1/2021	7/1/2021	7/1/2021	7/1/2021	7/1/2021	7/1/2021	12/1/2020	12/1/2020	12/1/2020				
77	FY end date	6/30/2021	6/30/2021	6/30/2021	6/30/2021	6/30/2021	3/31/2022	3/31/2022	3/31/2022	3/31/2022	3/31/2022	3/31/2022	3/31/2022	11/30/2022	11/30/2022	11/30/2022				
78	Document Date	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022	3/1/2022				
79	Extension Year	0	0	0	0	0	0	0	0	0	0	0	0							

	A	B	C	D	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	3/1/2022								
4	Provider Name	Five Keys								
5	Program	Next Door Site S								
6	FSP Contract ID#	1000020047								
7	Budget Name	General Fund - Shelter								
8										
9		Year 1			Year 2			All Years		
10		12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2021	12/1/2020 - 6/30/2022	7/1/2021 - 3/31/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	12/1/2020 - 3/31/2022	12/1/2020 - 6/30/2022	12/1/2020 - 6/30/2022
11		Current	Amendment	New	Current	Amendment	New	Current	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Scavenger)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Phone	\$ 7,000	\$ -	\$ 7,000	\$ 9,000	\$ 2,299	\$ 11,299	\$ 16,000	\$ 2,299	\$ 18,299
16	Photocopier	\$ 2,450	\$ -	\$ 2,450	\$ 5,161	\$ 1,319	\$ 6,480	\$ 7,611	\$ 1,319	\$ 8,930
17	Office Supplies, Postage	\$ 3,208	\$ -	\$ 3,208	\$ 8,160	\$ 2,085	\$ 10,245	\$ 11,368	\$ 2,085	\$ 13,453
18	Building Maintenance Supplies and Repair	\$ 11,667	\$ -	\$ 11,667	\$ 20,850	\$ 5,327	\$ 26,177	\$ 32,517	\$ 5,327	\$ 37,843
19	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Insurance	\$ 6,937	\$ -	\$ 6,937	\$ 8,920	\$ 2,279	\$ 11,198	\$ 15,857	\$ 2,279	\$ 18,136
21	Staff Training	\$ 8,750	\$ -	\$ 8,750	\$ 20,000	\$ 5,110	\$ 25,110	\$ 28,750	\$ 5,110	\$ 33,860
22	Staff Travel-Local & Out of Town)	\$ 642	\$ -	\$ 642	\$ 825	\$ 211	\$ 1,036	\$ 1,467	\$ 211	\$ 1,677
23	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Cleaning/Janitorial Supplies	\$ 11,667	\$ -	\$ 11,667	\$ 26,500	\$ 6,770	\$ 33,270	\$ 38,167	\$ 6,770	\$ 44,937
25	Cable/Internet/Wifi	\$ 7,292	\$ -	\$ 7,292	\$ 9,375	\$ 2,395	\$ 11,770	\$ 16,667	\$ 2,395	\$ 19,062
26	Guest Supplies, food, socks, etc	\$ 26,250	\$ -	\$ 26,250	\$ 45,000	\$ 11,497	\$ 56,497	\$ 71,250	\$ 11,497	\$ 82,747
27	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 18,667	\$ -	\$ 18,667	\$ 24,000	\$ 6,131	\$ 30,131	\$ 42,667	\$ 6,131	\$ 48,798
28	Dump Runs (guest belonging abandoned)	\$ 7,000	\$ -	\$ 7,000	\$ 9,000	\$ 2,299	\$ 11,299	\$ 16,000	\$ 2,299	\$ 18,299
29	Guest Transportation	\$ 1,167	\$ -	\$ 1,167	\$ 1,500	\$ 383	\$ 1,883	\$ 2,667	\$ 383	\$ 3,050
30	Staff Parking	\$ 4,375	\$ -	\$ 4,375	\$ 5,625	\$ 1,437	\$ 7,062	\$ 10,000	\$ 1,437	\$ 11,437
31	Guest Linen	\$ 5,075	\$ -	\$ 5,075	\$ 6,525	\$ 1,667	\$ 8,192	\$ 11,600	\$ 1,667	\$ 13,267
32	Pest Control	\$ 28,000	\$ -	\$ 28,000	\$ 36,000	\$ 9,197	\$ 45,197	\$ 64,000	\$ 9,197	\$ 73,197
33	Start Up Costs	\$ 110,000	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ 110,000
34	Microwave Purchase (One-Time)		\$ -		\$ 1,300	\$ 1,300	\$ 1,300	\$ -	\$ 1,300	\$ 1,300
35			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
36			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
37			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
38			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
39			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
40			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
41			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
42	Consultants		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
43			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
44			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
45			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
54	Subcontractors		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
55			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
56			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ 260,146	\$ -	\$ 260,146	\$ 236,441	\$ 61,705	\$ 298,146	\$ 496,586	\$ 61,705	\$ 558,292
69										
70	Other Expenses (not subject to indirect cost %)									
71	FY21-22 Ongoing CODB		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
72	FY20-21 Actuals Adjustment	\$ (1,168,346)	\$ -	\$ (1,168,346)	\$ -	\$ -	\$ -	\$ (1,168,346)	\$ -	\$ (1,168,346)
73			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
74			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
75			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
83										
84	TOTAL OTHER EXPENSES	\$ (1,168,346)	\$ -	\$ (1,168,346)	\$ -	\$ -	\$ -	\$ (1,168,346)	\$ -	\$ (1,168,346)
85										
86	Capital Expenses									
87			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
88			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
89			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
90			\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	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 below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

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

B. **Invoicing System:**

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

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

C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

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

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

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

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th 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 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

**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 **November 20, 2020** Grant Agreement (the "Agreement") is dated as of **July 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 29, 2020, and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 247-22 on June 3, 2022, to extend the grant term by three years and increase the grant amount to approve the 2nd 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 **November 20, 2020** between Grantee and City and **First Amendment**, dated **April 1, 2022**.
 - (b) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
 - (c) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.

- (d) “Grant Plan” shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.

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

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

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

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **December 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.
- (b) The City has eight options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	July 1, 2022 to June 30, 2023
Option 2:	July 1, 2023 to June 30, 2024
Option 3:	July 1, 2024 to June 30, 2025
Option 4:	July 1, 2025 to June 30, 2026
Option 5:	July 1, 2026 to June 30, 2027
Option 6:	July 1, 2027 to June 30, 2028
Option 7:	July 1, 2028 to June 30, 2029
Option 8:	July 1, 2029 to June 30, 2030

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 **December 1, 2020** and expire on **June 30, 2025**, 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.

- (b) The City has five options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	July 1, 2025 to June 30, 2026
Option 2:	July 1, 2026 to June 30, 2027
Option 3:	July 1, 2027 to June 30, 2028
Option 4:	July 1, 2028 to June 30, 2029
Option 5:	July 1, 2029 to June 30, 2030

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

5.1 **Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Seven Hundred Twelve Thousand Eight Hundred Sixty Six Dollars (\$9,712,866)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Fifty Six Thousand Four Hundred Eighty Eight Dollars (\$756,488)** 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 Reserved. (State or Federal Funds).

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 **Thirty Two Million Four Hundred Forty Nine Thousand One Hundred Two Dollars (\$32,449,102).**

- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Four Hundred Seventy Five Thousand One Hundred Eight Dollars (\$2,475,108)** 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 Reserved. (State or Federal Funds).

- 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, dated April 1, 2022

Appendix B, Budget, dated July 1, 2022

Appendix C, Method of Payment, dated April 1, 2022

Appendix D, Interests in Other City Grants, dated July 1, 2022

- 2.4** **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2022) for the period of December 1, 2020 to June 30, 2025.
- 2.5** **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2022).

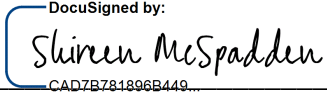
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

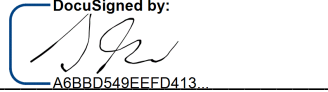
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: 
Shireen McSpadden
Executive Director

By: 
Steve Good
Executive Director
City Supplier Number: 0000011181

Approved as to Form:
David Chiu
City Attorney

By: 
Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Five Keys Schools & Programs
Next Door (Site S)**

I. Purpose of Grant

The purpose of the grant is to provide Emergency Shelter Operations and Support Services to the served population.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence. Grantee shall work with guests to accommodate service/companion/support animals at the shelter. Grantee may accept guests with a single pet. Guests with an animal, service/companion/support or pet, are responsible for the care of the animal, following the programs guidelines and having the animal under their control at all times within the facility.

III. Referral and Prioritization

Grantee shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

- A. Shelter Operations: Grantee shall operate the shelter to accommodate up to 334 guests at any given time, however, City may require Grantee to serve less guests in order to maintain the health and safety of guests in accordance with current City requirements. Grantee will be notified of required changes in the number of guests by the City.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.
2. Reservations: Grantee shall accept and facilitate reservations, in accordance with the and only via the City-approved policies and procedures within the noted program hours of operation.
3. Accommodations: Grantee shall provide clean bedding according to the Standards of Care.

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

4. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receiving and tracking meal use by guests.
5. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
6. Entry and Exit: Grantee shall monitor guest entry and exit through guest records and follow all required health and safety requirements (e.g. screening).
7. Laundry: Grantee shall provide laundry services for bedding and towels, the items provided to guests by the program, daily and clean bedding at least weekly, and with each turn-over of the guest assigned to a specific bed.
8. Health Screenings and Wellness Checks: Grantee shall follow all health and safety requirements. Grantee shall check on guests who are spending long periods in bed, in restrooms, etc. to ensure anyone demonstrating concerning symptoms or behaviors is checked and referred as appropriate to emergency services.
9. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
10. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, anytime emergency response are called to the site, a guest or staff person is seriously injured on or near the site, a guest is transported to the hospital, any incident that results in the immediate exit of a guest from the program, overdose/use of Narcan, and damage to the site that results in one or more guests having to be relocated.

- B. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.
- C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
 3. Assessment: Grantee shall engage, assist and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
 4. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services);s
 - d. Employment and job related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services);
 5. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
 6. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or

groups that the Grantee has cleared to understand confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.

V. Location and Time of Services

Grantee shall provide Shelter services at 1001 Polk Street, San Francisco, CA, 24 hours per day, seven days per week.

VI. Service Requirements

A. Shelter Expansion:

1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible.

B. Staffing and Volunteers:

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

C. Language Accessibly: Grantee shall address the needs of and provide services to guests who primarily speak language(s) other than English.

D. Record Keeping:

1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
2. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

E. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

1. Offer guests meals and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

F. Facilities:

1. Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by and coordinated with the HSH Facilities Manager. Grantee shall ensure that janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
 - a. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 - b. In partnership with the HSH Facilities Manager, Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
 - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
 - d. As the fulltime operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies to HSH and the HSH Facilities Manager.

G. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;

2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
4. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site; and
5. Active discouragement of loitering in the area surrounding the building.

H. Feedback, Complaint and Follow-up Policies

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

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

I. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;
6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
7. Adherence to the City service/companion/support animal policy; and

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).
- J. Health Screening and Certifications: Grantee shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
 - K. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
 - L. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that Participant/Tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
 - M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
 - N. Data Standards:
 1. Grantee shall maintain the current and active guest list, as well as maintaining the records of former clients who are not longer active, in the designated HSH database.
 2. When applicable, records entered into the 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>.
 3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.
 4. When applicable, Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to

an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as required.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. A minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved and provided by HSH;
- B. When applicable (during required health and safety orders), 100 percent of all guests, visitors and shelter staff will be screened for health issues upon each entry to include a temperature check. 100 percent of all guests who do not leave the site in a 24-hour period will also be screened in the same manner;
- C. When applicable (during required health and safety orders), 100 percent of guests will use the finger imager upon entry into the shelter to determine if they have a reservation. Of the shelter guests with a finger image on file, 75 percent will be checked in biometrically as documented by a CHANGES report. A manual check-in will be done only when the biometric check-in is not possible;
- D. 60 percent of guests to attend monthly in-house Community Meetings as measured through sign-in sheets; and
- E. 100 percent of the guests who have not been assessed and discussed Problem Solving with Coordinated Entry will be referred to and encouraged to complete the assessment.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objective:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

IX. Reporting Requirements

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

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should

- include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
 - D. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
 - E. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
 - F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

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: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the ADA,

subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2022		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	12/1/2020	6/30/2022	2
6	Amended Term	12/1/2020	6/30/2025	5
7				
8	Approved Subcontractors			
10	None.			
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	APPENDIX B, BUDGET																		
3	Document Date	7/1/2021																	
4	Contract Term	Begin Date	End Date	Duration (Years)															
5	Current Term	12/1/2020	6/30/2022	2															
6	Amended Term	12/1/2020	6/30/2025	5															
7					Year 1	Year 2	Year 3	Year 4	Year 5										
8	Service Component				12/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025										
10	Shelter Services (Non-Emergency Period)				334	334	334	334	334										
11	Shelter Services (COVID-19 Emergency Period)				150	150	150	150	150										
12																			
13																			
14																			
15																			
16																			
17																			
18																			

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET

Document Date	7/1/2022		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	12/1/2020	6/30/2022	2
Amended Term	12/1/2020	6/30/2025	5
Provider Name	Five Keys Schools and Programs		
Program	Next Door Site S		
F\$P Contract ID#	1000020047		
Action (select)	Amendment		
Effective Date	7/1/2022		
Budget Name	General Fund - Shelter		

	Current	New	
Term Budget	\$ 9,348,089	\$ 29,973,993	12%
Contingency	\$ 364,776	\$ 2,475,108	
Not-To-Exceed	\$ 9,712,866	\$ 32,449,102	

ontingency	\$ 364,776	\$ 2,475,108	12%	EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR									
Not-To-Exceed	\$ 9,712,866	\$ 32,449,102		Year 1	Year 2			Year 3	Year 4	Year 5	All Years		
				12/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	12/1/2020 - 6/30/2022	12/1/2020 - 6/30/2025	12/1/2020 - 6/30/2025
				Current	Current	Amendment	New	New	New	New	Current	Amendment	New
Expenditures													
Salaries & Benefits				\$ 2,904,757	\$ 5,681,677	\$ -	\$ 5,681,677	\$ 5,681,677	\$ 5,681,677	\$ 5,681,677	\$ 8,586,434	\$ 17,045,031	\$ 25,631,465
Operating Expense				\$ 260,146	\$ 298,146	\$ -	\$ 298,146	\$ 296,846	\$ 296,846	\$ 296,846	\$ 558,292	\$ 890,538	\$ 1,448,830
Subtotal				\$ 3,164,903	\$ 5,979,823	\$ -	\$ 5,979,823	\$ 5,978,523	\$ 5,978,523	\$ 5,978,523	\$ 9,144,726	\$ 17,935,569	\$ 27,080,295
Indirect Percentage				15.00%	15.00%		15.00%	15.00%	15.00%	15.00%			
Indirect Cost (Line 22 X Line 23)				\$ 474,735	\$ 896,973	\$ -	\$ 896,973	\$ 896,778	\$ 896,778	\$ 896,778	\$ 1,371,709	\$ 2,690,335	\$ 4,062,044
Other Expenses (Not subject to indirect %)				\$ (1,168,346)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ (1,168,346)	\$ -	\$ (1,168,346)
Capital Expenditure				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures				\$ 2,471,293	\$ 6,876,796	\$ -	\$ 6,876,796	\$ 6,875,301	\$ 6,875,301	\$ 6,875,301	\$ 9,348,089	\$ 20,625,904	\$ 29,973,993
HSH Revenues (select)													
General Fund - Ongoing				\$ 2,344,793	\$ 6,876,796		\$ 6,876,796	\$ 6,875,301	\$ 6,875,301	\$ 6,875,301	\$ 9,221,589	\$ 20,625,904	\$ 29,847,493
General Fund - CODB							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund - One-Time				\$ 126,500			\$ -	\$ -	\$ -	\$ -	\$ 126,500	\$ -	126,500
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total HSH Revenues				\$ 2,471,293	\$ 6,876,796	\$ -	\$ 6,876,796	\$ 6,875,301	\$ 6,875,301	\$ 6,875,301	\$ 9,348,089	\$ 20,625,904	\$ 29,973,993
Rev-Exp (Budget Match Check)				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Prepared by	Robert McCarthy
Phone	628.652.7770
Email	robert.i.mccarthy@sfgov.org

Template last modified	1/22/2020
------------------------	-----------

	A	F	O	P	Q	R	S	V	AC	AJ	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												Page 2 of 3
2	SALARY & BENEFIT DETAIL												
3	Document Date	7/1/2022											
4	Provider Name	Five Keys Schools and Programs											
5	Program	Next Door Site S											
6	F\$P Contract ID#	1000020047											
7	Budget Name	EXTENSION YEAREXTENSION YEAR											
8		Year 1	Year 2	Year 3				Year 4	Year 5	All Years			
9	POSITION TITLE	12/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Progarm		7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	12/1/2020 - 6/30/2022	12/1/2020 - 6/30/2025	12/1/2020 - 6/30/2025
10		Current	New					New		New	New	Current	Modification
11		Budgeted Salary	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Director San Francisco Housing	\$ 11,813	\$ 19,068	\$ 135,000	1.00	14%	0.14	\$ 19,068	\$ 19,068	\$ 19,068	\$ 30,880	\$ 57,203	\$ 88,083
13	Deputy Director of Administration		\$ 15,742	\$ 98,345	1.00	16%	0.16	\$ 15,742	\$ 15,742	\$ 15,742	\$ 15,742	\$ 47,227	\$ 62,970
14	Deputy Director of Guest Services		\$ 15,207	\$ 95,000	1.00	16%	0.16	\$ 15,207	\$ 15,207	\$ 15,207	\$ 15,207	\$ 45,621	\$ 60,828
15	Deputy Director of Staff Support		\$ 15,207	\$ 95,000	1.00	16%	0.16	\$ 15,207	\$ 15,207	\$ 15,207	\$ 15,207	\$ 45,621	\$ 60,828
16	HR Generalist		\$ 14,407	\$ 90,000	1.00	16%	0.16	\$ 14,407	\$ 14,407	\$ 14,407	\$ 14,407	\$ 43,220	\$ 57,626
17	Director Site S	\$ 49,583	\$ 80,037	\$ 85,000	1.00	94%	0.94	\$ 80,037	\$ 80,037	\$ 80,037	\$ 129,620	\$ 240,110	\$ 369,730
18	Assistant Director Care Coordination	\$ 7,000	\$ 11,299	\$ 80,000	1.00	14%	0.14	\$ 11,299	\$ 11,299	\$ 11,299	\$ 18,299	\$ 33,898	\$ 52,197
19	Assistant Director Site S	\$ 45,500	\$ 73,445	\$ 78,000	1.00	94%	0.94	\$ 73,445	\$ 73,445	\$ 73,445	\$ 118,945	\$ 220,336	\$ 339,282
20	Admin Coordinator	\$ 37,917	\$ 61,205	\$ 65,000	1.00	94%	0.94	\$ 61,205	\$ 61,205	\$ 61,205	\$ 99,121	\$ 183,614	\$ 282,735
21	Shift Supervisors	\$ 289,917	\$ 467,979	\$ 71,000	7.00	94%	6.59	\$ 467,979	\$ 467,979	\$ 467,979	\$ 757,896	\$ 1,403,938	\$ 2,161,834
22	Case Coordinators	\$ 130,667	\$ 843,681	\$ 56,000	16.00	94%	15.07	\$ 843,681	\$ 843,681	\$ 843,681	\$ 974,348	\$ 2,531,044	\$ 3,505,392
23	Activities Coordinator	\$ 32,760	\$ 52,881	\$ 56,160	1.00	94%	0.94	\$ 52,881	\$ 52,881	\$ 52,881	\$ 85,641	\$ 158,642	\$ 244,283
24	Hiring Specialist	\$ 4,914	\$ 7,932	\$ 56,160	1.00	14%	0.14	\$ 7,932	\$ 7,932	\$ 7,932	\$ 12,846	\$ 23,796	\$ 36,642
25	Ambassadors	\$ 1,009,008	\$ 2,137,451	\$ 45,760	49.70	94%	46.71	\$ 2,137,451	\$ 2,137,451	\$ 2,137,451	\$ 3,146,459	\$ 6,412,353	\$ 9,558,812
26	Safety & De-Escalation Staff	\$ 298,965	\$ -	\$ -	0.00	0%	0.00	\$ -	\$ -	\$ -	\$ 298,965	\$ -	\$ 298,965
27	Janitorial Staff	\$ 186,853	\$ 301,616	\$ 45,760	7.00	94%	6.59	\$ 301,616	\$ 301,616	\$ 301,616	\$ 488,469	\$ 904,848	\$ 1,393,317
28			\$ -				0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29			\$ -				0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58			\$ -				0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59		\$ 2,104,897	\$ 4,117,157	TOTAL SALARIES				\$ 4,117,157	\$ 4,117,157	\$ 4,117,157	\$ 6,222,054	\$ 12,351,472	\$ 18,573,525
60				TOTAL FTE			79.79						
61		38.00%	38.00%	FRINGE BENEFIT RATE			38.00%	38.00%	38.00%				
62		\$ 799,861	\$ 1,564,520	EMPLOYEE FRINGE BENEFITS				\$ 1,564,520	\$ 1,564,520	\$ 1,564,520	\$ 2,364,380	\$ 4,693,559	\$ 7,057,940
63		\$ 2,904,757	\$ 5,681,677	TOTAL SALARIES & BENEFITS				\$ 5,681,677	\$ 5,681,677	\$ 5,681,677	\$ 8,586,434	\$ 17,045,031	\$ 25,631,465
64													

	A	B	E	F	G	J	M	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	OPERATING DETAIL										
3	Document Date	7/1/2022									
4	Provider Name	Five Keys Schools and Programs									
5	Program	Next Door Site 5									
6	FSP Contract ID#	1000020047									
7	Budget Name	General Fund - Shelter									
8		EXTENSION YEAXEXTENSION YEAXEXTENSION YEAR									
9		Year 1	Year 2			Year 3	Year 4	Year 5	All Years		
10		12/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	12/1/2020 - 6/30/2022	12/1/2020 - 6/30/2025	12/1/2020 - 6/30/2025
11		Current	Current	Amendment	New	New	New	New	Current	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Scavenger)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Phone	\$ 7,000	\$ 11,299	\$ -	\$ 11,299	\$ 11,299	\$ 11,299	\$ 11,299	\$ 18,299	\$ 33,898	\$ 52,197
16	Photocopier	\$ 2,490	\$ 6,490	\$ -	\$ 6,490	\$ 6,490	\$ 6,490	\$ 6,490	\$ 8,990	\$ 19,439	\$ 29,369
17	Office Supplies, Postage	\$ 3,208	\$ 10,245	\$ -	\$ 10,245	\$ 10,245	\$ 10,245	\$ 10,245	\$ 13,453	\$ 30,734	\$ 44,197
18	Building Maintenance Supplies and Repair	\$ 11,667	\$ 26,177	\$ -	\$ 26,177	\$ 26,177	\$ 26,177	\$ 26,177	\$ 37,843	\$ 78,530	\$ 116,374
19	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Insurance	\$ 6,937	\$ 11,198	\$ -	\$ 11,198	\$ 11,198	\$ 11,198	\$ 11,198	\$ 18,136	\$ 33,595	\$ 51,731
21	Staff Training	\$ 8,750	\$ 25,110	\$ -	\$ 25,110	\$ 25,110	\$ 25,110	\$ 25,110	\$ 33,860	\$ 75,329	\$ 109,188
22	Staff Travel-Local & Out of Town)	\$ 642	\$ 1,036	\$ -	\$ 1,036	\$ 1,036	\$ 1,036	\$ 1,036	\$ 1,677	\$ 3,107	\$ 4,785
23	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Cleaning/Lanitorial Supplies	\$ 11,667	\$ 33,270	\$ -	\$ 33,270	\$ 33,270	\$ 33,270	\$ 33,270	\$ 44,937	\$ 99,811	\$ 144,747
25	Cable/Internet/Wifi	\$ 7,292	\$ 11,770	\$ -	\$ 11,770	\$ 11,770	\$ 11,770	\$ 11,770	\$ 19,062	\$ 35,310	\$ 54,372
26	Guest Supplies, food, socks, etc	\$ 26,250	\$ 56,497	\$ -	\$ 56,497	\$ 56,497	\$ 56,497	\$ 56,497	\$ 82,747	\$ 169,490	\$ 252,236
27	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 18,667	\$ 30,131	\$ -	\$ 30,131	\$ 30,131	\$ 30,131	\$ 30,131	\$ 48,798	\$ 90,394	\$ 139,193
28	Dump Runs (guest belonging abandoned)	\$ 7,000	\$ 11,299	\$ -	\$ 11,299	\$ 11,299	\$ 11,299	\$ 11,299	\$ 18,299	\$ 33,898	\$ 52,197
29	Guest Transportation	\$ 1,167	\$ 1,883	\$ -	\$ 1,883	\$ 1,883	\$ 1,883	\$ 1,883	\$ 3,050	\$ 5,650	\$ 8,700
30	Staff Parking	\$ 4,375	\$ 7,062	\$ -	\$ 7,062	\$ 7,062	\$ 7,062	\$ 7,062	\$ 11,437	\$ 21,186	\$ 32,623
31	Guest Linen	\$ 5,075	\$ 8,192	\$ -	\$ 8,192	\$ 8,192	\$ 8,192	\$ 8,192	\$ 13,267	\$ 24,576	\$ 37,843
32	Pest Control	\$ 28,000	\$ 45,197	\$ -	\$ 45,197	\$ 45,197	\$ 45,197	\$ 45,197	\$ 73,197	\$ 135,592	\$ 208,789
33	Start Up Costs	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ 110,000
34	Microwave Purchase (One-Time)		\$ 1,300	\$ -	\$ 1,300	\$ -	\$ -	\$ -	\$ 1,300	\$ -	\$ 1,300
35		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67											
68	TOTAL OPERATING EXPENSES	\$ 260,146	\$ 298,146	\$ -	\$ 298,146	\$ 296,846	\$ 296,846	\$ 296,846	\$ 558,292	\$ 890,538	\$ 1,448,830
69											
70	Other Expenses (not subject to indirect cost %)										
71	FY21-22 Ongoing CODB		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	FY20-21 Actuals Adjustment	\$ (1,168,346)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,168,346)	\$ -	\$ (1,168,346)
73			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83											
84	TOTAL OTHER EXPENSES	\$ (1,168,346)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,168,346)	\$ -	\$ (1,168,346)
85											
86	Capital Expenses										
87			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94											
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96											
97	HSH #3								Template last modified	1/22/2020	
98											
99											
100											
101											
102											
103											
104											
105											
106											
107											
108											
109											
110											
111	Contract year	1	2	2	2	3	4	5	10	10	18
112	FY begin date	12/1/2020	7/1/2021	7/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024	12/1/2020	12/1/2020	12/1/2020
113	FY end date	6/30/2021	6/30/2022	6/30/2022	6/30/2022	6/30/2023	6/30/2024	6/30/2025	11/30/2022	11/30/2025	11/30/2025
114	Document Date	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022
115	Extension Year	0	0	0	0	1	2	3			

Appendix C, Method of Payment

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

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

B. **Invoicing System:**

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

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

C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

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

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

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

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th 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 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



City and County of San Francisco

Request For Qualifications (RFQ)
COVID-19 Response Services
RFQ#HSH2020-130 (RFQ# 130)
Contact: Gilda Kemper | HSHProcurements@sfgov.org

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) and Department of Public Health (DPH) invite Applications from qualified Applicants to deliver time-limited and as-needed services in response to the public health emergency, COVID-19.

Schedule¹

RFQ issued	June 4, 2020
RFQ Questions Deadline	June 8, 2020 by 5:00 pm
RFQ Answers and Clarifications Published	June 10, 2020
Applications Due	June 16, 2020 by 5:00 pm
Intent to Award Notification	Rolling basis
Agreement Commences	Rolling basis

RFQ Questions and Communications

Interested parties are directed **not** to contact any employees, agents, or officials of the City other than those specifically designated in this RFQ. No questions will be accepted the RFQ Questions Deadline with the exception of Applicant specific City vendor compliance form questions. All questions must be submitted by email to HSHProcurements@sfgov.org by the RFQ Questions Deadline.

¹ Dates are subject to change. Check the HSH website for latest schedule at <http://hsh.sfgov.org/overview/procurements/>.

Contents

I.	Background	4
A.	<i>Intent.....</i>	<i>4</i>
B.	<i>Terms and Acronyms Used in this RFQ.....</i>	<i>4</i>
C.	<i>Funding Sources</i>	<i>7</i>
II.	Overview of the City's Response to COVID-19	7
III.	Scope of Work.....	8
A.	<i>Overview of Awarded Provider Scope of Work.....</i>	<i>8</i>
B.	<i>Served Population, Eligibility and Referrals².....</i>	<i>8</i>
C.	<i>Description of Time-Limited and As-Needed Services</i>	<i>8</i>
D.	<i>Other Services</i>	<i>11</i>
E.	<i>Service Requirements</i>	<i>11</i>
F.	<i>Reporting Requirements</i>	<i>12</i>
IV.	Pre-Application Information	13
A.	<i>RFQ Questions Deadline.....</i>	<i>13</i>
B.	<i>RFQ Answers and Clarifications</i>	<i>13</i>
V.	Application Submission Requirements	13
A.	<i>Time and Place for Submission of Applications</i>	<i>13</i>
B.	<i>Application Submission Format</i>	<i>13</i>
C.	<i>Application Contents.....</i>	<i>14</i>
VI.	Awarded Provider Selection	14
A.	<i>Additional Information.....</i>	<i>14</i>
B.	<i>Minimum Qualifications</i>	<i>14</i>
VII.	Terms and Conditions for Receipt of Applications	15
A.	<i>Errors and Omissions in RFQ.....</i>	<i>15</i>
B.	<i>Inquiries Regarding RFQ.....</i>	<i>15</i>
C.	<i>Objections to RFQ Terms</i>	<i>15</i>
D.	<i>Change Notices.....</i>	<i>15</i>
E.	<i>Term of Application.....</i>	<i>15</i>
F.	<i>Revision of Application.....</i>	<i>15</i>
G.	<i>Errors and Omissions in Application</i>	<i>16</i>
H.	<i>Financial Responsibility.....</i>	<i>16</i>
I.	<i>Applicant's Obligations under the Campaign Reform Ordinance</i>	<i>16</i>
J.	<i>Sunshine Ordinance.....</i>	<i>17</i>

K.	<i>Public Access to Meetings and Records</i>	<i>17</i>
L.	<i>Reservations of Rights by the City.....</i>	<i>17</i>
M.	<i>No Waiver.....</i>	<i>17</i>
N.	<i>Reserved. (Local Business Enterprise (LBE) Goals and Outreach).</i>	<i>17</i>
O.	<i>Compliance with Previous Grant and Contract Requirements.....</i>	<i>17</i>
P.	<i>Other Terms and Conditions</i>	<i>18</i>
VIII.	City Agreement Requirements.....	18
A.	<i>Standard Agreement Provisions.....</i>	<i>18</i>
B.	<i>Nondiscrimination in Contracts and Benefits.....</i>	<i>18</i>
C.	<i>Companies Headquartered in Certain States.....</i>	<i>18</i>
D.	<i>Minimum Compensation Ordinance (MCO).....</i>	<i>19</i>
E.	<i>Health Care Accountability Ordinance (HCAO)</i>	<i>19</i>
F.	<i>Reserved. (First Source Hiring Program (FSHP))......</i>	<i>19</i>
G.	<i>Conflicts of Interest.....</i>	<i>19</i>
H.	<i>Insurance Requirements.....</i>	<i>19</i>
I.	<i>Compliance with Municipal Codes.....</i>	<i>20</i>
J.	<i>Compliance with Laws and Regulations</i>	<i>20</i>
K.	<i>City's Approval Rights over Subcontractors and Subcontractor Payments</i>	<i>20</i>
L.	<i>FEMA Emergency & Exigency Grant/Contract Requirements</i>	<i>20</i>
IX.	Protest Procedures.....	20
A.	<i>Protest of Non-Responsiveness Determination</i>	<i>20</i>
B.	<i>Protest of Award.....</i>	<i>21</i>
C.	<i>Protest Submittal</i>	<i>21</i>
X.	Standard City Vendor Forms.....	21
A.	<i>How to Become Eligible to Do Business with the City.....</i>	<i>21</i>
B.	<i>Mandatory Forms.....</i>	<i>21</i>

I. Background

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) and Department of Public Health (DPH) invite Applications from qualified Applicants to provide time-limited and as-needed services in response to the public health situation, COVID-19 in one or more settings²:

1. Shelter In Place (SIP) Sites
2. Congregate Setting Sites
3. Isolation and Quarantine (I&Q) Sites

This RFQ will serve the following purposes:

1. To qualify Applicants whose responses conform to this RFQ and meet the City's requirements;
2. To make multiple awards to the Applicants selected as the most qualified on a rolling basis, with various start dates and terms; and
3. In the event that the City has the opportunity to convert these sites into more permanent settings or secure additional permanent sites, Applicants have the opportunity to qualify to provide such ongoing services, which may include Property Management, Support Services, and/or similar services³.

Any organization that wishes to be considered qualified for services must apply under this RFQ. This includes all organizations that are currently providing emergency services in response to COVID-19 and those that wish to do so in the future.

Awarded Providers are expected to provide all services described under each service component for which they applied, either directly or through a subcontractor, as listed in this RFQ, in compliance with the funding requirements. Applicants may apply for one or more service component.

Actual agreement terms and amounts may vary based on funding availability, Application contents, agreement negotiations, Awarded Provider performance, as well as future needs. The City may extend agreements for a total term not to exceed ten years and change and/or increase funding amounts in accordance with City rules and regulations.

B. Terms and Acronyms Used in this RFQ

Term	Definition
Access Points	Access Points are localized community gateways into San Francisco's Homelessness Response System (HRS), which is the overall system of programs and housing opportunities for those experiencing homelessness. The Access Point staff assess households for service needs and eligibility and provide Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Applicant	Any entity submitting an Application in response to this RFQ.
Application	A response to this RFQ detailing how an Applicant will meet the requirements of this RFQ.
City	City refers to the City and County of San Francisco.
Congregate Setting Sites	Congregate Settings Sites serve COVID-negative, vulnerable individuals, which include post-COVID positive individuals or COVID-19 positive individuals, which include living in a shelter or other settings with shared amenities (e.g. shared

² All settings will comply with the latest Department of Public Health (DPH) guidance.

³ Ongoing services would be funded with non-FEMA dollars.

Term	Definition
	sleeping, dining, and socializing spaces) in accordance with DPH guidelines. These settings may require monthly COVID-19 testing, or other requirements set by DPH.
Coordinated Entry	Coordinated Entry organizes the Department of Homelessness and Supportive Housing (HSH) Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs participants to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations through Access Points: Adults, Family, and Youth.
De-escalation	De-escalation is the ability to reduce the intensity of a conflict or potentially violent situation, learned through specific and repeated training and application. The goal of de-escalation is to resolve or prevent conflict.
Department of Homelessness and Supportive Housing (HSH)	The Department of Homelessness and Supportive Housing is the City and County of San Francisco's department responsible for the Homelessness Response System (HRS), and is also referred to as HSH. The HRS is the overall network of services to address homelessness and serve individuals experiencing homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.
Department of Public Health (DPH)	The Department of Public Health is the City and County of San Francisco's department responsible for public health, and is also referred to as DPH. DPH strives to protect and promote the health of all San Franciscans by providing a range of public health services and programs.
FEMA	FEMA is the Federal Emergency Management Agency that helps people before, during, and after disasters and determines the reimbursement activities and amounts in response to public emergencies.
Harm Reduction	Harm reduction consists of supporting individuals to set realistic goals that reduce high-risk substance use and other behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homeless	The U.S. Department of Housing and Urban Development (HUD) designates an individual or family household as homeless if it lacks a fixed, regular, and adequate nighttime residence. The definition also refers to an household who has a primary nighttime residence that is either a supervised publicly or privately operated shelter designed to provide temporary living accommodations; an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings. HUD's Homeless Definition Final Rule further establishes specific categories of homelessness.
Homelessness Response System (HRS)	The HRS is an overall system of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.

Term	Definition
Housing	Housing provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited supports, such as Rapid Rehousing, and time-flexible programs, such as Rent Subsidies and Permanent Supportive Housing (e.g. subsidized housing with services).
Housing First	The Housing First strategy prioritizes providing housing to people experiencing homelessness, thus ending their homelessness. Housing First is guided by the belief that housing is the solution to homelessness. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive services participation. While Permanent Supportive Housing is the most commonly known Housing First program model, many other approaches fall under the Housing First umbrella.
HSH Strategic Framework	The HSH Five-Year Strategic Framework outlines ambitious, yet achievable goals of the Department of Homelessness and Supportive Housing (HSH). It provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence: http://hsh.sfgov.org/research-reports/framework/ .
Isolation and Quarantine Site (I&Q Site)	I&Q Sites serve COVID-19 positive individuals and Persons Under Investigation (PUIs) by the Department of Public Health (DPH) as potentially infected with COVID-19 that have no other option to self-isolate due to homelessness or living in a shared household or congregate setting.
Online Navigation and Entry System (ONE System)	The ONE System is the Homeless Management Information System (HMIS) data platform used for all housing and services for people experiencing homelessness in San Francisco. Managed by HSH, the ONE System is a participant-level database that is used system-wide to track all HSH related services and housing placements.
Participant(s)	A participant is an individual or family/household that uses the services covered in this RFQ.
Personal Protective Equipment (PPE)	Personal Protective Equipment (PPE) is special protective gear intended to prevent the transmission of COVID-19. PPE includes face masks, eye covering/goggles, gloves and gowns.
Persons Under Investigation (PUI)	Persons Under Investigation (PUIs) are individuals under investigation by the Department of Public Health (DPH) as potentially infected with COVID-19.
Property Management (also known as Operations)	Property Management includes the oversight of building operations; including of the property's maintenance, janitorial and repair services; supervision of janitorial, and maintenance staff; coordination of intake of potential tenants/participants; execution of lease agreements and other tasks related to the placement process; receipt and response to complaints, emergencies, and lease violations; rent collection; tenancy records; evictions; and room preparations following move-outs; and collaboration with service providers, as applicable.
RFQ	RFQ is Request for Qualifications.
RTZ (also known as GetCare)	RTZ, also known as SF-GetCare, is a comprehensive information system that coordinates, tracks and manages adult service referral and utilization of City funded services. Providers selected for award from this RFQ will be required to enter data in the RTZ system.
Shelter Health Team	The Shelter Health Team is a team of Registered Nurses who assist with chronic disease management (e.g. screenings, medication assistance, teaching), tuberculosis (TB) testing, and provide short-term case management for the most medically complex individuals in shelter or other congregate settings.

Term	Definition
Shelter In Place (SIP) Site	Vulnerable individuals are placed in Shelter in Place Sites to reduce the risk that they will be infected with COVID-19. Vulnerable individuals are those who are at high risk for death or serious health outcomes if they become infected.
Street Homelessness	Street homelessness is defined as a person who is living outdoors, usually referring to those living on the streets or in encampments.
Trauma-Informed	Trauma-informed care is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.
Unsheltered	An unsheltered individual is a person who is living in a place not meant for human habitation, including those living outdoors, in vehicles, or in encampments.

C. Funding Sources

The sources of funding for services provided under this RFQ are General Fund and Federal Emergency Management Agency (FEMA) reimbursement.

Future sources for services provided under this RFQ may include other federal, state, local, or private funds. Payment for all services provided in accordance with provisions under this RFQ shall be contingent upon the availability of funds for providing these services. The City shall not be required to provide any definite units of service, nor does the City guarantee any minimum amount of funding for the services described in this RFQ.

II. Overview of the City's Response to COVID-19

On February 25, 2020, San Francisco Mayor London Breed declared a Local Emergency; on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency; and on March 13, 2020, the federal government declared a National Emergency in response to the pandemic, COVID-19.

In response to the Local Emergency, the City activated its Emergency Operations Centers (EOC) and Departmental Operation Centers (DOC) in order to:

1. Implement strategies to prevent infection in vulnerable populations - those who have the worst outcomes of the disease;
2. Protect healthcare workers from infection, prioritizing those who are at highest risk for treating the most infectious cases; and
3. Enact community mitigation efforts to slow transmission of the virus and prevent a medical surge that would overwhelm area hospitals.

As a result, City departments, including HSH, DPH, and the Human Services Agency (HSA), have developed several new services for the City's most vulnerable residents that comprise a portion of the pandemic response.

Currently, the City has secured nearly 30, mostly motel style locations for COVID-19, and designated them as SIP, Congregate Setting, and I&Q Sites. Roughly 75 percent of the sites are active, and 25 percent are in the preparation stage. Most sites have the capacity for 50 to 150 units and are located throughout the City.

The City is currently transitioning departmental DOCs into a unified command structure under the EOC. This structure will continue to develop policies and procedures in response to COVID-19, and the SIP, Congregate Setting, and I&Q Sites. Awarded Providers must comply with the unified command structure's directives, policies and procedures related to these sites.

III. Scope of Work

This section is a general guide to the work the City expects Awarded Providers to perform and is not a complete listing of all services or requirements.

A. Overview of Awarded Provider Scope of Work

SIP, Congregate Setting, and I&Q Sites are being operated as part of the City's response to COVID-19 through the use of City Disaster Service Workers (DSW), City staff, City contracted agencies and vendors. Awarded Providers will operate SIP, Congregate Setting, and/or I&Q Sites and provide a range of services and coordination to site participants.

Awarded Providers must comply with public health orders related to COVID-19 and other evolving DPH guidance, including, but not limited to staff and participant use of Personal Protective Equipment (PPE); participation in training, as required by the City; and adherence to social distancing protocols to reduce the spread of the COVID-19 virus.

Additionally, due to the developing nature of the situation, Awarded Providers must display flexibility, agility, and adaptability. For example, a new site may be established or an existing site may be repurposed to meet the needs of an anticipated surge in COVID-19 cases with less than 30 days' notice. Furthermore, new sites may be established with the assistance of DSWs and then transitioned to Awarded Providers. As sites ramp up or are repurposed, temporary staff may be provided through City partnered contractors on an interim basis, which may then be hired by the Awarded Provider operating the site.

B. Served Population, Eligibility and Referrals²

The SIP, Congregate Setting, and I&Q Site services help reduce the community spread of COVID-19 in vulnerable populations, including sheltered and unsheltered people experiencing homelessness, older, medically complex adults, those with existing health conditions that make them vulnerable to COVID-19, and people discharged from hospitals or medical respite. All participants will be referred by the City, and participation in the sites is voluntary.

1. SIP Sites

SIP Sites primarily serve vulnerable individuals who show no symptoms at program intake. Individuals in these sites are asymptomatic, are 60 years of age or older, and/or have a condition that makes them vulnerable to COVID-19.

2. Congregate Setting Sites

Congregate Setting Sites serve COVID-negative and post COVID-positive people experiencing homelessness in communal settings, which may include shared amenities and spaces in a way that complies with evolving public health guidance⁴.

3. I&Q Sites

I&Q Sites serve COVID-19 positive individuals and Persons Under Investigation (PUIs) by DPH that have no other option to self-isolate due to homelessness or living in a shared household or congregate setting.

C. Description of Time-Limited and As-Needed Services

Awarded Providers shall deliver a range of services to participants and coordinate with other service providers, and City staff, including, but not limited to, In Home Support Services (IHSS), the Shelter Health team, and medical professionals.

⁴ In the event of a surge, if necessary, the City may activate COVID-positive congregate sites.

Depending on the site type and needs, Awarded Providers may provide one or all of the below services, however, the City desires Awarded Providers with the capacity and capability to provide as many of these services as possible, either directly, or through City approved subcontracted partners.

1. **Property Management Type and Responsibilities:** Awarded Providers may deliver services in a variety of settings, such as hotels, motels, existing or new sites, recreational vehicle (RV) parks, or other structures. Awarded Providers may be in one of the following property management types:
 - i. Awarded Provider has site control of the property (e.g. through a lease between Awarded Provider and landlord or Memorandum of Understanding (MOU) for site use; or building ownership). In this setting, Awarded Providers shall provide Property Management services; or
 - ii. Awarded Provider is in a City leased hotel/motel site. In this setting, Awarded Provider shall coordinate with the City and hotel/motel management staff to ensure the safety of participants; or
 - iii. Awarded Provider is in a City owned, or leased site and Awarded Provider acts as the Property Manager.
2. **Staff Functionality:** Each site is currently staffed by some combination of City Disaster Service Workers (DSWs), hotel/motel management staff, City staff, City contracted service providers, and temporary employees of nonprofits who have partnered with the City to hire staff for the emergency housing sites.

It is the City's intent that Awarded Providers will hire their own staff to replace DSWs and temporary nonprofit employees. Awarded Providers will have the opportunity to hire existing temporary nonprofit employees should they wish to do so. The relationship between Awarded Providers and City staff, hotel/motel management staff, and other City-contracted service providers will be negotiated on a site-by-site basis.

Although staffing models currently vary across sites, the City expects Awarded Providers to staff each site to cover a substantially similar set of staff functions, either directly or through subcontractors. Additionally, the City will partner with Awarded Providers to provide ongoing participant support services in the following areas, if desired:

- IHSS;
- Harm reduction services;
- Behavioral health support; and
- Nursing and medical support.

Awarded Provider staff responsibilities or functions may be added or removed, and the number of staff may be changed based on the site type, and on evolving DPH requirements.

The following include descriptions of functions performed by current staff in all sites, unless otherwise specified. Awarded Providers may propose their own staffing structure and job titles upon award, but the functions must continue to be covered:

- a. **Direct Participant Support:** Awarded Providers shall provide participant support services, including, but not limited to:
 - Participant intake and orientation;
 - Coordinating intake and bed assignments;
 - Daily participant wellness checks;
 - Facilitating participant's ability to connect with outside providers and external support systems (e.g. ensuring participants can make and receive calls and send and receive mail);

- Temperature screenings and other checks in accordance with evolving DPH requirements;
 - Maintenance of daily participant wellness logs;
 - Coordination of supportive service providers;
 - Distribution of participant supplies (e.g. clothing, linens/towels);
 - Supporting participant compliance with site rules and participant agreements; and
 - Supporting room transfers for participants related to safety and habitability reasons.
- b. Behavioral Health: Awarded Providers shall provide necessary behavioral support services directly or through a subcontractor. DPH provided behavioral health support may also be negotiated if the Awarded Provider is unable to deliver such services. Services shall include, but are not limited to:
- Providing crisis management and de-escalation;
 - Implementing trauma informed, harm reduction, and motivational interviewing principles;
 - Collaborating with harm reduction efforts already established at the sites, including participating in online training and cooperating with DPH funded harm reduction efforts to establish and supply harm reduction stations;
 - Collaborating with DPH funded wellness and behavioral health support professionals as they establish and maintain relationships with participants;
 - Assessing the needs of participants;
 - Documenting participant interactions;
 - Collaborating with medical staff, as needed; and
 - For I&Q Sites, creating discharge plans and dispositions.
- c. Nursing and Medical Support: In I&Q sites, Awarded Providers shall provide a Registered Nurse and other medical support staff directly or through a subcontractor. DPH provided behavioral health support may also be negotiated if the Awarded Provider is unable to deliver such services. Services shall include, but are not limited to:
- Monitoring participant symptoms;
 - Performing rounds;
 - Medically clearing participants for discharge; and
 - Creating discharge plans.
- d. Program Support/Documentation/Reporting: Awarded Providers shall provide program support, including, but not limited to:
- 24/7 coverage to ensure that site logistical needs are met;
 - Onboarding and orienting site teams to program documents, policies, and procedures;
 - Supervision of onsite staff;
 - Reception coverage;
 - Data entry and reporting;
 - Stocking and maintaining supplies;
 - Reordering PPE supplies from the City's EOC.
- e. Janitorial/Facilities: Depending on the site type, Awarded Providers shall:
- Provide janitorial staff to ensure that regular cleanings are provided to participant rooms and common areas. Awarded Providers shall also ensure that there is infrastructure to support the janitorial team (e.g. scheduling, checklists, supervision); or
 - Coordinate with site provided janitorial/housekeeping and maintenance staff to ensure that regular cleanings are provided to participant rooms and common areas; and that the site is well maintained, and its systems are functioning.

- f. Depending on the site type, Awarded Providers shall:
 - Provide security directly or through a subcontractor to ensure the safety of participants and staff; or
 - Coordinate with site or City provided security and/or site front desk staff to ensure the safety of participants and staff.
3. Biohazard Cleaning: Awarded Providers shall coordinate with City cleaning vendor(s) to ensure that sites receive deep cleaning when a room that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death in a room.
4. Laundry: Depending on the site type, Awarded Providers shall:
 - i. Provide laundry services directly or through a subcontractor; or
 - ii. Coordinate to ensure laundry is available for participant use, which may include use of onsite laundry facilities.
5. Furnishings and Participant Supplies: Awarded Providers shall ensure the provision of furnishings (e.g. towels, which may be provided through a subcontracted service) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants.
6. PPE: The City will continue to provide PPE for staff and participants at each emergency housing site. Awarded Providers shall be responsible for monitoring PPE utilization rates and supply, and for placing restocking orders.
7. Meals: Depending on the site type, Awarded Providers shall:
 - i. Provide three meals per day to participants directly or through a subcontractor in accordance with all public health requirements; or
 - ii. Coordinate the provision of three meals per day to participants by providing a daily census to a City meal vendor.

D. Other Services

In the event that the City has the opportunity to convert these sites into more permanent settings or secure more permanent sites, Awarded Providers will have the opportunity to provide such services. These services may include Property Management, Support Services, and/or Shelter Operations and Services.

E. Service Requirements

- A. Use of PPE: To prevent the spread of COVID-19, Awarded Providers shall ensure that all staff, subcontractors and others performing work onsite use appropriate PPE at all times in accordance with the most up to date public health guidance.
- B. Interpretation and Translation Services: Awarded Providers 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. Critical Incidents: Awarded Providers 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).

- D. Feedback, Complaint and Follow-up Policies: Awarded Providers shall provide means for the served population to provide feedback about the program in accordance with City guidelines. Awarded Providers shall share the methods of feedback with the served population upon intake and orientation per City instructions.
- E. Grievance Procedures: Awarded Providers shall follow any published City Grievance Procedures.
- F. City Communications, Trainings and Meetings: Awarded Providers shall keep the City informed of program operations and comply with applicable City policies and requirements including, but not limited to:
 - 1. Regular communication to the City about the implementation of the program;
 - 2. Any media requests;
 - 3. Any data or documentation requests;
 - 4. Attendance of meetings, as needed; and
 - 5. Attendance of trainings, as requested.
- G. 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. Awarded Providers 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, Awarded Providers 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 Awarded Providers regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Awarded Providers via written notice at least one month prior to expected implementation.
 - 3. Any information shared between Awarded Providers, 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.

Additional data standards may be imposed upon agreement award.

- H. Record Keeping, Documentation, and Files: Awarded Providers shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- 6. Good Neighbor Policies: Awarded Providers shall adhere to applicable City good neighbor policies.

F. Reporting Requirements

Awarded Providers shall submit all data and reports as required by the City, in a timely and accurate manner, including, but not limited to:

- A. RTZ Systems: Awarded Providers may be required to conduct daily data entry in 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, and information related to room/site status. Other data reporting may also be required by the City. Awarded Providers shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.

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

IV. Pre-Application Information

A. RFQ Questions Deadline

Due to social distancing requirements, there will be no in-person pre-Application conference. Applicants may submit questions via email to: **HSHProcurements@sfgov.org** until the RFQ Questions Deadline.

Applicant specific questions about compliance with the City's vendor requirements in section X. Standard City Vendor Forms, are not subject to the above deadline and may still be answered by the contact designated in this RFQ.

B. RFQ Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFQ will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

It is the responsibility of each Applicant to check for any RFQ Addenda, Question and Answer postings, and other updates posted regarding this RFQ.

V. Application Submission Requirements

A. Time and Place for Submission of Applications

Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit the Appendix1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFQ number (RFQ #130) and the Applicant organization's name as such: RFQ 130 – Applicant Organization Name.

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Supplemental documents or revisions submitted after the Applications Deadline will not be accepted.

B. Application Submission Format

Applicants must submit one Appendix 1: Application Template and submit requested attachments in one combined PDF document. This is necessary so that all Applications can receive fair and consistent evaluation. Applications that do not follow the required format may not be considered. Information must be at a level of detail that enables effective evaluation.

C. Application Contents

Applicants must submit the Appendix 1: Application Template:

1. Cover Page:
 - 1.1 Applicant Information: Organization Name, Federal ID Number, City Vendor ID, Mission, Address, Director and Contact Name, Email and Phone, Site Type, Available Applicant Service Capacity, Available Additional Functionality, Ongoing Services
 - 1.2 Certifications
2. Minimum Qualifications:

Applicants must meet all of the Minimum Qualifications (MQs):

 - 2.1 Applicant must demonstrate that they are not debarred or suspended on the federal SAMS⁵ database by attaching proof that the applicant is not debarred or suspended;
 - 2.2 Applicant must have a minimum of two years of experience providing services to people experiencing homelessness or who are at imminent risk of homelessness or to individuals who are under or disproportionately served; and
 - 2.3 Applicant must have at least two years of experience operating a Drop-in Center, Shelter, Navigation Center, Transitional Housing, Supportive Housing, Property Management, or other like service or must be currently participating in the City's COVID-19 response.

VI. Awarded Provider Selection

This section describes the guidelines used for determining qualified Applications. It is the City's intent to qualify Applicants for the services in this RFQ. Qualified Applicants that provide the best overall service package to the City may be selected for agreement negotiations.

Applicants who are qualified are not guaranteed an agreement. Applicants selected for negotiations are not guaranteed an agreement. This RFQ does not in any way limit the City's right to solicit similar or identical services. The City may at a future date elect to fund additional Applicants not originally selected for funding, or increase agreement amounts to Awarded Providers.

A. Additional Information

In some instances, the City may request additional information from Applicants prior to making a determination about qualification and/or agreement awards.

B. Minimum Qualifications

The Applicant must clearly demonstrate that it meets the Minimum Qualifications to be considered for qualification. The Applicant's responses to Minimum Qualifications in RFQ Appendix 1: Application Template and required attachments will be reviewed to determine qualification and eligibility for award.

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an Application being considered non-responsive. Responses of "To be provided

⁵ Applicants that do not have a SAMS account may create one here: <https://www.sam.gov/SAM/>.

upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g. left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFQ.

The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its Application.

VII. Terms and Conditions for Receipt of Applications

A. Errors and Omissions in RFQ

Applicants are responsible for reviewing all portions of this RFQ. Applicants are to promptly notify the City, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the City promptly after discovery, but in no event later than 72 hours prior to the Applications Deadline.

B. Inquiries Regarding RFQ

Applicants shall submit all questions concerning this RFQ, scope of services or requirements in writing by email only before the RFQ Questions Deadline and directed to: **HSHProcurements@sfgov.org**. All Applicant questions concerning the RFQ process shall be submitted no later than 72 hours prior to the Applications Deadline. Applicants who fail to do so will waive all further rights to protest based on these specifications and conditions.

C. Objections to RFQ Terms

Should an Applicant object on any ground to any provision or legal requirement set forth in this RFQ, the Applicant must, not less than 72 hours prior to the Applications Deadline, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of an Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The City may modify the RFQ, prior to the Applications Deadline, by issuing Addenda to the RFQ, which will be posted at <http://hsh.sfgov.org/overview/procurements/>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the City prior to the Applications Deadline regardless of when the Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Applications Deadline, to determine if the Applicant has downloaded all RFQ Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers, and updates, which will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

E. Term of Application

Submission of an Application signifies that the proposed services and prices are valid for the duration of this RFQ and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Application

An Applicant may revise an Application on the Applicant’s own initiative at any time before the Application Deadline. The Applicant must submit the revised Application in the same manner as the original. A revised Application must be received on or before, but no later than the Application Deadline.

In no case will a statement of intent to submit a revised Application, or commencement of a revision process, extend the Application Deadline for any Applicant. At any time during the Application evaluation process, the Department may require an Applicant to provide oral or written clarification of its Application. The Department reserves the right to make an award without further clarifications of Applications received.

G. Errors and Omissions in Application

Failure by the City to object to an error, omission, or deviation in the Application will in no way modify the RFQ or excuse the Awarded Provider from full compliance with the specifications of the RFQ or any agreement awarded pursuant to the RFQ.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by an Applicant in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

I. Applicant's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If an Applicant is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Applicant is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualification, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If an Applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Applicant must comply with Chapter 12L. The Applicant must include in its Application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and (2) a summary of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Application and/or termination of any subsequent Agreement reached on the basis of the Application.

L. Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any agreement will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Application, or Application procedure;
2. Reject any or all Applications;
3. Reissue or reopen the RFQ;
4. Prior to submission deadline for Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no award will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by an Applicant to observe any provision of this RFQ.

N. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).

O. Compliance with Previous Grant and Contract Requirements

Agencies submitting Applications that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with

performance/monitoring requirements specified in previous grants/contracts (e.g. corrective actions) in order to be considered responsive to this RFQ. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this RFQ.

P. Other Terms and Conditions

The selection of any Applicant for agreement negotiations shall not imply acceptance by the City of all terms of any Application or response to this RFQ, which may be subject to further negotiation and approvals by the City.

If a satisfactory agreement cannot be negotiated in a reasonable time with the selected Applicant, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Applicant or may continue competition among remaining Applicants without reinitiating the RFQ process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFQ.

This RFQ does not in any way limit the City's right to solicit agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the Applications submitted in response to this RFQ are inadequate to satisfy its needs.

VIII. City Agreement Requirements

A. Standard Agreement Provisions

Depending on the awarding department, Awarded Provider will be required to enter into a grant or contract agreement. Failure to timely execute and agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of an award offer. The City, in its sole discretion, may select another Applicant.

Please see HSH's standard grant agreement here: <http://hsh.sfgov.org/wp-content/uploads/G-100-Grant-Template-4-19-for-posting.pdf>.

Please see the City's standard P-600 contract agreement here: <https://sfgov.org/oca/resources>.

B. Nondiscrimination in Contracts and Benefits

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available at <http://sfgov.org/cmd/>.

C. Companies Headquartered in Certain States

This RFQ is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the agreement will be performed in any of those states. Applicants are hereby advised that Applicants which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of

the work on the agreement will be performed in a state on the Covered State List may not enter into agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>.

D. Minimum Compensation Ordinance (MCO)

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

E. Health Care Accountability Ordinance (HCAO)

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Awarded Providers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

F. Reserved. (First Source Hiring Program (FSHP)).

G. Conflicts of Interest

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

H. Insurance Requirements

Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim; (5) Technology Errors and Omissions Liability coverage, with

limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

Additional or varying insurance requirements may be imposed and specified in the awarded agreement.

I. Compliance with Municipal Codes

Awarded Providers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are referenced in this RFQ.

J. Compliance with Laws and Regulations

Awarded Provider shall comply with all applicable federal, state, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its Application prior to their delivery, it shall be the responsibility of the Awarded Provider to notify the City at once, indicating in its letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

K. City's Approval Rights over Subcontractors and Subcontractor Payments

The City has approval rights over the use of all Subcontractors. Applicants must identify all current or planned subcontractors in their Application. All current and future subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Applicant, and subsequent Awarded Provider, understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Applicant accepts responsibility for full and prompt payment to the third party. Any dispute between the Applicant and the third party, including any payment dispute, will be promptly remedied by the Applicant. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the City's withholding of payment to the Awarded Provider.

L. FEMA Emergency & Exigency Grant/Contract Requirements

The agreements awarded as a result of this RFQ may be eligible for FEMA reimbursement. FEMA requires inclusion of the particular provisions for procurement under exigent or emergency circumstances.

Please see the sample FEMA Appendix here: <https://sfgov.org/oca/resources>.

IX. Protest Procedures

The City reserves the right to proceed with its Awarded Provider selection and/or negotiation process during any protest period. The City will cease its Awarded Provider selection process only if and when it receives a notification of decision that is in favor of the protester.

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any Applicant that has submitted an Application and believes that the City has incorrectly determined that its Application is non-responsive may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Award

Within five business days of the City's issuance of a notice of intent to award agreements under this RFQ, any Applicant that has submitted a responsive Application, and believes that the City has incorrectly selected another Applicant for award, may submit a written notice of protest by email. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered. Such notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award an agreement.

C. Protest Submittal

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by email addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing at Gigi.Whitley@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

X. Standard City Vendor Forms

A. How to Become Eligible to Do Business with the City

Applicants must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to agreement award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced below.

Before the City can award any agreement, all vendors must become a by meeting the requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms

In order to become eligible to do business with the City, vendors must first become an Approved Supplier by following the instructions on the San Francisco City Partner Become a Supplier page:

<https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>.

At a minimum, vendors will be required to complete the following steps:

1. Register to become a "Registered Bidder"
2. Complete a San Francisco Business Tax Registration
3. Complete a 12B Equal Benefits Declaration

To view step-by-step directions on how to become an Approved Supplier, visit

<https://sfcitypartnersupport.sfgov.org/support/solutions/articles/11000022936-bidder-a-step-by-step-guide-to-becoming-an-approved-supplier>.

Vendors must have:

1. A City-issued vendor/supplier number;
2. Have all compliance paperwork submitted and approved by the City; and
3. Have an executed agreement or purchase order before payments can be made.

Once a vendor/supplier number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's vendor/supplier portal.

The City and County of San Francisco requires vendors/suppliers to comply with multiple ordinances and provide proof of insurance coverage, including compliance with the below. Please visit

<https://sfgov.org/oca/qualify-do-business> for a list of the forms and when they are required.

- Minimum Compensation Ordinance
- Health Care Accountability Ordinance
- Insurance Requirements
- Payment (Labor and Material Bond)
- Performance Bond
- Local Business Enterprise Program
- Sweatfree Contracting Ordinance
- Nondiscrimination in Contracts



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 #: 250458

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
Dylan Schneider	628.652.7742
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	dylan.schneider@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 Street, 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) 250458
DESCRIPTION OF AMOUNT OF CONTRACT \$59,204,930		
NATURE OF THE CONTRACT (Please describe) The third amendment to the grant agreement between Five Keys Schools and Programs and the Department of Homelessness and Supportive Housing ("HSH"), to provide emergency shelter operations and services at Next Door Shelter; increasing the grant amount by \$26,755,828 for a total amount not to exceed \$59,204,930; and extending the grant agreement term by 36 months from June 30, 2025, for a total term of December 1, 2020, through June 30, 2028.		

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	West	Antonette	CFO
3	Graham	Elyse	COO
4	Eaton	Tijanna	Board of Directors
5	Schwartz	Sunny	Board of Directors
6	Ginorio	Delia	Board of Directors
7	Miyamoto	Paul	Board of Directors
8	Horne	Freya	Board of Directors
9			
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.

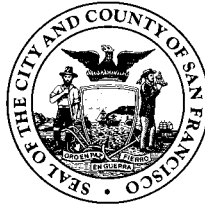
10. VERIFICATION

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.

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

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: [Grant Agreement Amendment - Five Keys - Next Door - Not to Exceed \$59,204,93]
DATE: April 29, 2025

Resolution approving the third amendment to the grant agreement between Five Keys Schools and Programs and the Department of Homelessness and Supportive Housing ("HSH"), to provide emergency shelter operations and services at Next Door Shelter; increasing the grant amount by \$26,755,828 for a total amount not to exceed \$59,204,930; and extending the grant agreement term by 36 months from June 30, 2025, for a total term of December 1, 2020, through June 30, 2028; and authorizing HSH to enter into any amendments or other modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the agreement.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org