

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

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

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

RECITALS

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

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

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution 375-22 on September 13, 2022 to extend the grant term by six months and increase the grant amount; and

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

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

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

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

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

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

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

3.2 Duration of Term.

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

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

ARTICLE 3 TERM

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

3.2 Duration of Term.

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

2.2 ARTICLE 5.1 MAXIMUM AMOUNT OF GRANT FUNDS of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

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

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

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Seven Million Two Hundred Thirty Two Thousand Four Hundred Twenty Four Dollars (\$27,232,424)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million One Hundred Thirty Thousand Three Hundred Ninety One Dollars (\$1,130,391)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

2.3 Section 16.23 Additional Requirements for Federally-Funded Awards is hereby replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards.

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

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

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

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

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

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

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

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

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

DocuSigned by:
By: Shireen McSpadden 10/28/2022
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Shireen McSpadden
Executive Director

DocuSigned by:
By: Steve Good 10/28/2022
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Steve Good
Executive Director
City Supplier Number: 0000011181
DUNS Number:
832094945

Approved as to Form:
David Chiu
City Attorney

DocuSigned by:
By: Virginia Dario Elizondo 1/4/2022
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Virginia Dario Elizondo
Deputy City Attorney

**Appendix A, Services to be Provided
by
Five Keys Schools and Programs
COVID-19 Shelter In Place (SIP) Site 10**

I. Purpose of Grant

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

II. Served Population

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

III. Referral and Prioritization

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

IV. Description of Services

In response to the public health situation, COVID, the City has opened temporary housing sites for the served population. Grantee shall provide operations and services to ensure the health and safety of participants and the security, cleanliness, and maintenance of the site(s), in accordance with the [HSH SIP Hotel Operations Manual](#), which may be revised from time to time, and which is incorporated herein and made part of this Agreement by reference.

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

- participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
- h. Maintenance and distribution of operational and participant supplies;
 - i. Reasonable accommodations, transfers, and other supports; and
 - j. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.
2. Program Support: Grantee shall provide programmatic support, including, but not limited to:
 - a. Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
 - b. Hiring and supervision of onsite staff and any subcontractors; and
 - c. Data entry and reporting.
 3. Building Operations: Grantee: is in a City leased site and shall coordinate with the City and hotel/motel management staff and shall provide coordination of building operation services.
 - a. Grantee shall maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
 - b. Grantee shall maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff.
 - c. Laundry: Grantee shall coordinate use of onsite laundry facilities for participant use.
 - d. Janitorial/Facilities: Grantee shall provide janitorial services that meet or exceed the DPH and the City's requirements and standards.
 - e. Furnishings and Participant Supplies: Grantee shall maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. menstrual and oral hygiene products; soap) for participants.
 - f. Personal Protective Equipment (PPE): Grantee shall also be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the City.
 - g. Security/De-Escalation: Grantee shall coordinate with site or City provided security, per City instructions to ensure the safety of participants and staff and protection of property.
 - h. Biohazard Cleaning: Grantee shall coordinate through the City with City cleaning vendor(s) to ensure that sites receive deep cleaning when a room or unit that is

housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site.

- i. Meals: Grantee shall provide three meals per day to participants in accordance with all DPH and City guidelines.
- j. Storage: Grantee shall provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).

V. Location and Time of Services

Grantee shall provide services at location(s) listed in the Appendix B, Budget. Additional locations may be added as mutually agreed upon by Grantee and HSH.

VI. Guest Rules and Support

A. **Referrals.** Self-referrals will not be accepted into Congregate sites. Eligible individuals are referred to sites via the following channels:

- 1. **Intra-system transfers.** Includes life safety, reasonable accommodation, and safety exits.
- 2. **Hospital system.** Individuals experiencing homelessness who have completed their stay at a hospital, including those who have recovered from COVID-19.
- 3. **Isolation and Quarantine discharge.** Individuals experiencing homelessness who have completed their stay at an I/Q site.
- 4. **Street Outreach.** The San Francisco Homeless Outreach Team (SFHOT) in coordination with SFDPH Street Medicine provides outreach to the unsheltered population and refers to Congregate Shelter sites. The Healthy Streets Operations Center (HSOC) also conducts outreach with a focus on encampment resolution based on specific data-driven criteria.
- 5. **Safe Sleep Program.** Guests staying at Safe Sleep Program sites are offered referrals to Congregate Shelter sites depending upon availability

B. **Shared History of Violence.** Two individuals with a shared history of violence may not knowingly be placed in the same site.

VII. Intakes

A. **Preliminary health screening.** At the time of referral for an initial placement and at least daily, throughout a guest's stay, guests will be screened for COVID-19 symptoms.

B. **Security screening.**

- 1. **Weapons.** Guests must turn in all weapons to safety and de-escalation personnel at intake. Firearms will be turned over immediately to the San Francisco Police Department. Other weapons will be stored by safety and de-escalation personnel in a safe and secure lockbox and will be returned when guests upon the end of their stay in the program. Please see Weapons for more information.

- C. **Guest information.** Upon arrival at the site, guests must be asked to complete all necessary intake paperwork for enrollment that will be captured in the ONE System and RTZ, including but not limited to:
1. Participant Agreement, which asks guests to confirm their receipt and understanding of program rules;
 2. Homeless Response System Release of Information (if not already on file)
 3. Homeless Response System Intake (if not already on file)
 4. Agreement to participate in Coordinated Entry (if the person has not already been assessed)
 5. Special dietary requirements (if relevant)

- D. **General medical assessments.** Particularly during periods where community clinics are unable to provide services, SFDPH providers may be available to assist with general medical assessment during intake. Site Operators should check with their program managers for more information.

If there is any indication that an assessment for home care or behavioral health services is required, site staff should arrange for consultations with the relevant partners as soon as possible. Support from In-Home Supportive Services and DPH Behavioral Health Services may be on site for intakes in certain situations.

- E. **Safe use/harm reduction kits.** Staff should alert every guest at initial intake that pre-packaged safe use kits, sharps containers, and safer use health education materials are available to them onsite. Please see Harm Reduction for more information.
- F. **Site orientation.** At the time of intake, or as soon as possible after program entry, guests should be provided an orientation to the site that includes critical information they might need for combatting isolation and promoting access to essential services, including instructions about how to send and receive mail, access to phones and Wi-Fi, relieve pets, and make use of on-site resources such as laundry services and harm reduction supplies.
- G. **Personal belongings, storage, and excess property.** Before intake, site staff must advise guests that there is a limit to the personal belongings that the guest may bring onto the site.

In the case that a guest arrives with excess personal belongings, site staff may offer space for storage of guests' personal belongings, either on- or off-site, when available and appropriate. Available storage space varies from site to site. However, items will not be stored in any case include firearms, electronics, propane tanks, bike and medical equipment parts, or assembled bikes and medical equipment that do not work at the time of intake, among other items.

Onsite personal belongings will be stored for a maximum of three days after a guest ends their stay at a site. Any items stored offsite will be kept for a maximum of 30 days after a guest ends their stay in the Alternative System.

- H. **Wristbands.** Guests will be issued wristbands at intake; these wristbands identify who has guest access to the site and should be worn at all times.

VIII. Community Expectations and Program Rules

- A. Site Operators must post the following Community Expectations and Program Rules. In addition, guests must be provided a verbal and written description of the Participant Agreement, which reflects the Program Rules.
- B. **Community Expectations.** The following Community Expectations apply to everyone on site – guests and staff alike. These expectations must be posted at every site. Site Operators may add additional expectations for their sites.
1. We will treat everyone on site with respect, civility, and dignity.
 2. When in common areas, we will protect everyone’s health by properly wearing masks and staying at least six feet apart from other people.
 3. We will participate in wellness checks and health screenings.
 4. We will not invite or accept any visitors, except people who are delivering essential services.
 5. We will respect quiet hours between 10:00 PM and 7:00 AM and will not enter or leave the site during those hours unless authorized by staff.
 6. Any animals we bring on site will be under our direct control at all times.
 7. We will smoke and relieve animals only in designated areas.
 8. We will respect the property and keep it in good condition.
 9. We will never threaten violence toward another person, commit an act of violence, or keep any weapons on site.
- C. **Visitors.** No visitors are allowed, unless providing essential services to guests on-site. Guests are required to coordinate with site staff if they have essential services providers not already present on-site that need to assist them, and to share the service schedule as far in advance as possible. Service providers are required to sign in and out of the site. Overnight visitors are prohibited.
- D. **Leaving the site for more than 48 hours.** Guests may not leave the site for more than 48 hours without notifying and receiving prior approval from site staff.
- E. **Safety equipment.** Guests may not tamper with or remove onsite carbon monoxide detectors or smoke detectors. Guests also may not hang any items from sprinklers.
- F. **Removal of property.** Guests must retrieve their personal belongings when they leave the program. Any property that remains onsite after the guest exits -- which includes by voluntarily giving up their placement, 48-hour absence from the site, or immediate safety exit -- will not be stored beyond 3 business days.
- G. **Violent behavior.** Violence is not permitted, including but not limited to: pushing, shoving, slapping, kicking, or throwing things at the site. Threats of violence are also not permitted. Any guest who engages in violence or threats could be subject to immediate removal, as well as possible criminal prosecution.

H. **Weapons.** Guests may not possess weapons on site.

Firearms are not allowed onsite and will not be stored. Guests must turn in any firearms to safety and de-escalation personnel, who will send them immediately to the San Francisco Police Department.

Aside from firearms, guests must turn in all weapons they possess at intake and every time they enter a site with safety and de-escalation personnel, who will store those weapons in a safe and secure lockbox. Such weapons only will be returned when guests end of their stay in the program.

Belongings that might be used as weapons, such as tent poles, chains, large bike locks, etc., may need to be checked in with safety and de-escalation personnel at intake. Such items will be returned when guests end of their stay in the program.

If a guest's weapon is deemed a tool necessary for their employment (examples include a knife for culinary work or hammers and other tools for construction), that weapon can be checked in and out for employment. Proof of employment is required.

Refusing to check a weapon and/or having an unchecked onsite will result in the guest's immediate exit from the site.

I. **Manufacture or preparation of controlled substances (drugs).** Guests may not manufacture or prepare controlled substances onsite. Any guest who engages in these activities will be subject to the immediate exits rules as described below, as well as possible criminal prosecution.

J. **Onsite sale or distribution of controlled substances (drugs).** The sale or distribution of controlled substances on site may be considered continuous disruptive behavior and is grounds for a non-immediate exit as described below, as well as possible criminal prosecution.

K. **Fire damage and arson.** Guests should not engage in activities that might result in a fire starting onsite. Lighting candles and smoking indoors are not permitted. Starting a fire is grounds for an Immediate Safety Exit, and guests found responsible may face legal repercussions.

L. **Animals.** If a guest had service animals and/or pets at the time of referral, the guest may have those same animals onsite. Guests must get prior approval from the site to bring additional animals onsite. Additional services animals may be approved through the reasonable accommodation process.

Guests are responsible for the behavior of their animals at all times. Guests with animals must comply with all the following rules:

1. Animals must be on a leash or in a container in common areas and guests must have direct physical control of their animals at all times.
2. The guest is responsible for the care and feeding of their animal, including properly disposing all animal waste.
3. If food or other supplies are needed to care for an animal, site staff may be able to arrange for delivery of these items.

4. Guests may feed and water animals only in designated areas.
5. Animals may not be aggressive or loud.
6. If an animal attacks or bites another animal or a person, site staff will report the incident to San Francisco Animal Care and Control (SFACC), and the guest must remove the animal from the site.
7. Guests must have current rabies vaccination for their animals.
8. Site staff can arrange for animals to be temporarily sheltered with SFACC if the animal needs to be removed from the site and the guest does not have other alternatives or if the guest can no longer care for the animal.

M. **Pest control.** Guests must participate in pest inspection and treatment. Additional information, such as the schedule or instructions, will be provided by site staff.

N. **Smoking.** Smoking is permitted only at sites that have an outdoor, designated area for smoking. Smoking in guest rooms is strictly prohibited.

O. **Quiet hours.** Quiet hours are between 10:00 PM and 7:00 AM.

P. **Garbage.** Guests may not throw garbage out of guest room windows.

Q. **Sinks/tubs/showers.** Guests may not over-fill over-flow bathroom sinks/subs/showers and must immediately notify staff of any over-flow.

IX. Wellness Checks

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

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

X. Room Inspections

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

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

XI. Emergency safety checks

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

XII. In-room maintenance.

Maintenance should only be performed in rooms that have been appropriately cleaned. If a maintenance issue presents a safety or habitability concern and must be addressed:

1. Move the guest and their belongings to another room.
2. The original room should then be cleaned, maintained, and prepared for a new guest. Follow the room turnover procedure; if maintenance needs are time-critical, arrange for cleaning services first, and then additional re-set services only after maintenance is complete.

XIII. Access to Services

A. **Laundry.** Sites must provide freshly laundered towels and bedsheets and/or blankets for guests. Guests should not include any personal laundry with these items, personal laundry will not be returned. If staff are handling resident laundry, ensure that they wear gloves.

Sites should establish a regular schedule for collecting towels, bedsheets, and blankets for laundering service. Site staff must provide information on the schedule and instructions for collecting the items for laundering. Guests should not include any personal laundry with these items.

B. **Pest control.** Sites should develop procedures to limit risks of infestations by bedbugs and other pests; to monitor guest and their belongings for conditions indicating such an infestation; and to promptly notify facilities management to arrange pest control services when necessary, coordinating with guest(s) to support their compliance.

C. **Animal supplies.** Site Operators should provide animal supplies, including food and waste bags, as needed to any guests who have an animal on site.

XIV. Harm Reduction

Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

XV. Deaths on Site

Site Operators must develop site-specific protocols to support guests and staff in case of a death on site. Each onsite death must be recorded in a Critical Incident Report.

XVI. Security Screening

Safety and de-escalation site staff must be present onsite at all times. Safety and de-escalation duties include, but are not limited to, the following:

1. Wand guests upon entry to the site.
2. Check and tag weapons upon intake; return weapons upon discharge.
3. Deny entry to unauthorized people and provide entry to authorized people.

4. Ensure that guests to check out prior to leaving the site and check back in when they return.
5. Make rounds to check doors and other access points.
6. Escort staff as they move throughout the site, upon request.
7. Call 911 if any guest, staff, provider, or vendor is in danger

XVII. Guests Checking In and Out

All guests must check out when they leave the site for any reason other than going out for a smoke break. Guests must also check back in when they return to the site. Having guests check in and check out allows site staff to maintain an accurate and up-to-date list of who is on site at any given time in case an emergency evacuation occurs and staff need to account for everyone on site.

If a guest has signed out for longer than 48 hours without prior notification, they shall be exited from the program.

Each site will identify a staff member or safety and de-escalation personnel who will be stationed at the site's entrance and be in charge of documenting when guests leave and return to the site. Persons in these positions will record the guest's name, bed number, the time they left the site, and the time they returned. All persons entering the site must also receive a health screening and be checked for weapons; Site Operators may choose to conduct these outside of the site's entrance, or at the check-in area.

XVIII. Critical Incidents

Critical incidents on site include the following:

1. Property damage;
2. Drug use;
3. Unauthorized in-room smoking;
4. Water damage;
5. Vandalism;
6. A violation of an Immediate Safety Exit rule;
7. A violation of a Non-Immediate Safety Exit rule;
8. Fire alarm triggered.
9. Theft.
10. Serious breach of PHI or ethics violation.
11. Arrest.
12. Medical emergencies, including overdose cases and injuries.
13. Mental health emergencies resulting in or requiring a 5150 involuntary hold.
14. Suicide Attempt/Threat.
15. Suspected abuse of older adults, adults with disabilities, or children.

16. Death.

When a critical incident occurs, grantee must notify their HSH program manager immediately by phone or text message, and that site staff fill out a Critical Incident Report (CIR).

Staff must complete this report by the end of the shift in which the incident occurred. If multiple staff are involved, one CIR must be completed by each party involved. A facility issue, service disruption, information breach, or discovery of a death/overdose that was discovered but not witnessed, can be reported on one CIR.

XIX. Staffing Levels

- A. **On-Site Supervisor.** Each site must have an on-site supervisor assigned at all times. On-site supervisors' shift schedules and contact information should be made available to Program Managers upon request to allow for communication about critical incidents or other time-sensitive matters.
- B. **Front Desk.** Each site must have Staff posted at the front desk to support in crisis response.
- C. **Guest Sign-In/Sign-Out.** Guests who enter or leave the site should always check in and out with staff so that staff in order to maintain an up-to-date list of each guests' whereabouts. Further, Site Operators are responsible for allowing only authorized people to access the site and checking everyone who enters the site for weapons. These two functions may be performed by one or multiple people, including safety and de-escalation personnel.

XX. Staff Training

Grantee must promote and support staff training and development, including but not limited to training on:

- 1. Hotel property damage prevention;
- 2. Critical Incident Report preparation;
- 3. De-escalation and safety;
- 4. Participant engagement;
- 5. Professionalism;
- 6. Ethics;
- 7. Harm-reduction;
- 8. Trauma-informed care;
- 9. Cultural competency;
- 10. Health;
- 11. Overdose prevention and response;
- 12. Respect for participants and fellow staff; and
- 13. Mental health and substance abuse issues.

XXI. Data and Privacy

HSH uses a guest and bed management system, known as RTZ, to manage day-to-day operations of the Alternative Shelter System. Site Operators must maintain up-to-date, complete, and accurate records in RTZ regarding guests and rooms at each site in RTZ.

All users must complete the online SFDPH Annual Compliance and Privacy Training before being granted access to RTZ. A certificate of completion is required before system access will be granted.

XXII. Weekly Written Oversight Reporting Requirement

The Site Staffing Operator must report weekly in writing about the conduct of the guests and enforcement of all of the operation requirements included in this Statement of work.

Each report must detail compliance and/or non-compliance with the operation requirements included in this Statement of Work.

HSH will review and approve by written signature of the HSH program manager each report.

XXIII. Service Requirements

A. Health Standards and Use of PPE:

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

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

C. Feedback, Complaint and Follow-up Policies:

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

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

1. Grantee shall report Critical Incidents in accordance with City instructions and any published policies/procedures and use the City provided forms. Examples of Critical Incidents include death, fire, acts of violence, or any other incidents which require the involvement of emergency services or Child or Adult Protective Services (APS and CPS, respectively).
 2. Regular communication to the City and assigned Program Manager about the implementation of the program;
 3. Media requests;
 4. Data or documentation requests;
 5. Attendance of meetings, as needed; and
 6. Attendance of trainings, as requested
- E. Data Standards:
1. Any records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 2. Grantee shall conduct daily data entry into the San Francisco COVID-19 Response Placement System, a web-based care coordination software hosted by RTZ Systems, to track information including but not limited to, referrals, intakes and discharges, transfers between sites, accessibility attributes of sites and rooms/beds, and information related to room/bed status and site status. Other data reporting may also be required by the City. Grantee shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.
 3. Grantee may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required, Grantee shall submit the monthly, quarterly and/or annual metrics into either the HSH CARBON database, via secure email, or through uploads to an FTP site. The City will provide clear instructions to all Grantee regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantee via written notice at least one month prior to expected implementation.
 4. Any information shared between Grantee, the City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements. Grantee shall take all appropriate measure to protect and maintain the confidentiality of personally identifying information about participants, as well as the site name and address, and any other confidential information about the program or the City's emergency response.

- F. Record Keeping, Documentation, and Files: Grantee shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- G. Good Neighbor Policies: Grantee shall adhere to applicable City good neighbor policies, and per City instructions.
- H. Grantee shall follow City policies and procedures established for the COVID-19 response, as instructed by the City.

XXIV. Service Objectives

- A. Grantee shall meet or exceed 95 percent data quality in Get Care (RTZ) as measured through data input into the RTZ System.
- B. Grantee shall conduct quarterly meal satisfaction surveys with at least 70 percent of participants using this survey: <https://forms.gle/qijPd2TAP9gc9jrP6>. Grantee shall complete the first survey within six weeks of beginning operations under this Agreement.

XXV. Outcome Objectives

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

XXVI. Reporting Requirements

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

XXVII. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following: participant files, review of the Grantee’s administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal monitoring, such as, but not limited to, the following: review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts, and Memorandums of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J	K	L	M	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	10/1/2022														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	9/1/2020	12/31/2022	1												
6	Amended Term	9/1/2020	3/31/2023	3												
7	Provider Name	Five Keys														
8	Program	SIP Site 10														
9	FSP Contract ID#	1000019448														
10	Action (select)	Amendment														
11	Effective Date	10/1/2022														
12	Budget Name	SIP Site 10														
13		Current	New													
14	Term Budget	\$ 20,709,908	\$ 26,102,034													
15	Contingency	\$ 1	\$ 1,130,391	15%												
16	Not-To-Exceed	\$ 20,709,909	\$ 27,232,424													
					EXTENSION YEAR											
					Year 1			Year 2			Year 3			All Years		
					9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 9/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	9/1/2020 - 9/30/2022	9/1/2020 - 3/31/2023	9/1/2020 - 3/31/2023
					Actuals	Amendment	New	Actuals	Amendment	New	Current	Amendment	New	Actuals	Amendment	New
19	Expenditures															
20	Salaries & Benefits	\$ 6,688,840	\$ -	\$ 6,688,840	\$ 8,026,608	\$ -	\$ 8,026,608	\$ 1,619,890	\$ 4,206,736	\$ 5,826,626	\$ 16,335,338	\$ 4,206,736	\$ 20,542,075			
21	Operating Expense	\$ 220,175	\$ -	\$ 220,175	\$ 258,210	\$ -	\$ 258,210	\$ 89,553	\$ 129,105	\$ 218,658	\$ 567,938	\$ 129,105	\$ 697,043			
22	Subtotal	\$ 6,909,015	\$ -	\$ 6,909,015	\$ 8,284,818	\$ -	\$ 8,284,818	\$ 1,709,443	\$ 4,335,841	\$ 6,045,284	\$ 16,903,276	\$ 4,335,841	\$ 21,239,117			
23	Indirect Percentage	15.00%		15.00%	15.05%		15.05%	15.00%		15.00%		15.00%				
24	Indirect Cost (Line 21 X Line 22)	\$ 1,040,102	\$ -	\$ 1,040,102	\$ 1,246,473	\$ -	\$ 1,246,473	\$ 256,416	\$ 650,376	\$ 906,793	\$ 2,542,991	\$ 650,376	\$ 3,193,368			
25	Other Expenses (Not subject to indirect %)	\$ 371,340	\$ -	\$ 371,340	\$ 714,348	\$ -	\$ 714,348	\$ 177,954	\$ 405,908	\$ 583,862	\$ 1,263,642	\$ 405,908	\$ 1,669,549			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 8,320,457	\$ -	\$ 8,320,457	\$ 10,245,638	\$ -	\$ 10,245,638	\$ 2,143,813	\$ 5,392,125	\$ 7,535,938	\$ 20,709,909	\$ 5,392,125	\$ 26,102,034			
29																
30	HSH Revenues (select)															
31	COVID-19 Time-Limited Funding	\$ 7,379,095		\$ 7,379,095	\$ 7,419,882		\$ 7,419,882	\$ 2,143,813	\$ 2,566,369	\$ 4,710,182	\$ 16,942,790	\$ 2,566,369	\$ 19,509,159			
32				\$ -			\$ -			\$ -		\$ -	\$ -			
33	COVID-19 One-Time	\$ 5,000		\$ 5,000			\$ -			\$ -	\$ 5,000	\$ -	\$ 5,000			
34	HUD ESG (CFDA 14.231)	\$ 936,362		\$ 936,362	\$ 2,825,756		\$ 2,825,756		\$ 2,825,756	\$ 2,825,756	\$ 3,762,118	\$ 2,825,756	\$ 6,587,875			
35				\$ -			\$ -			\$ -		\$ -	\$ -			
36				\$ -			\$ -			\$ -		\$ -	\$ -			
37	Total HSH Revenues	\$ 8,320,457	\$ -	\$ 8,320,457	\$ 10,245,638	\$ -	\$ 10,245,638	\$ 2,143,813	\$ 5,392,125	\$ 7,535,938	\$ 20,709,908	\$ 5,392,125	\$ 26,102,034			
38	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)															
39				\$ -			\$ -			\$ -		\$ -	\$ -			
40				\$ -			\$ -			\$ -		\$ -	\$ -			
41				\$ -			\$ -			\$ -		\$ -	\$ -			
42	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
43																
44	Total HSH + Other Revenues	\$ 8,320,457	\$ -	\$ 8,320,457	\$ 10,245,638	\$ -	\$ 10,245,638	\$ 2,143,813	\$ 5,392,125	\$ 7,535,938	\$ 20,709,908	\$ 5,392,125	\$ 26,102,034			
45	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
47																
48	Prepared by															
49	Phone															
50	Email															

	A	B	C	D	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	OPERATING DETAIL												
3	Document Date	10/1/2022											
4	Provider Name	Five Keys											
5	Program	SIP Site 10											
6	FSP Contract ID#	1000019448											
7	Budget Name	SIP Site 10											
8		EXTENSION YEAR											
9		Year 1			Year 2			Year 3			All Years		
10		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 9/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	9/1/2020 - 9/30/2022	9/1/2020 - 3/31/2023	9/1/2020 - 3/31/2023
11		Actuals	Amendment	Actuals	Actuals	Amendment	Actuals	Current	Amendment	New	Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
15	Office Supplies, Postage	\$ 10,833	\$ (0)	\$ 10,833	\$ 13,000	\$ -	\$ 13,000	\$ 3,250	\$ 6,500	\$ 9,750	\$ 27,083	\$ 6,500	\$ 33,583
16	Building Maintenance Supplies and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Printing and Reproduction	\$ 1,250	\$ -	\$ 1,250	\$ 1,500	\$ -	\$ 1,500	\$ 375	\$ 750	\$ 1,125	\$ 3,125	\$ 750	\$ 3,875
18	Insurance	\$ 21,667	\$ 0	\$ 21,667	\$ 26,000	\$ -	\$ 26,000	\$ 6,500	\$ 13,000	\$ 19,500	\$ 54,167	\$ 13,000	\$ 67,167
19	Staff Training	\$ 13,333	\$ (0)	\$ 13,333	\$ 16,000	\$ -	\$ 16,000	\$ 4,000	\$ 8,000	\$ 12,000	\$ 33,333	\$ 8,000	\$ 41,333
20	Staff Travel-(Local & Out of Town)	\$ 4,167	\$ 0	\$ 4,167	\$ 5,000	\$ -	\$ 5,000	\$ 1,250	\$ 2,500	\$ 3,750	\$ 10,417	\$ 2,500	\$ 12,917
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Cleaning/Janitorial Supplies	\$ 2,083	\$ (0)	\$ 2,083	\$ 2,500	\$ -	\$ 2,500	\$ 625	\$ 1,250	\$ 1,875	\$ 5,208	\$ 1,250	\$ 6,458
23	Guest Supplies, food, socks, etc	\$ 18,333	\$ (0)	\$ 18,333	\$ 22,000	\$ -	\$ 22,000	\$ 5,500	\$ 11,000	\$ 16,500	\$ 45,833	\$ 11,000	\$ 56,833
24	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 32,500	\$ -	\$ 32,500	\$ 39,000	\$ -	\$ 39,000	\$ 9,750	\$ 19,500	\$ 29,250	\$ 81,250	\$ 19,500	\$ 100,750
25	Guest Transportation	\$ 1,500	\$ -	\$ 1,500	\$ 1,800	\$ -	\$ 1,800	\$ 450	\$ 900	\$ 1,350	\$ 3,750	\$ 900	\$ 4,650
26	Staff Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Computers, Printers, Periphal Equipment	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
28	Guest Laundry	\$ 91,800	\$ -	\$ 91,800	\$ 110,160	\$ -	\$ 110,160	\$ 27,540	\$ 55,080	\$ 82,620	\$ 229,500	\$ 55,080	\$ 284,580
29	Guest Voucher	\$ 17,708	\$ (0)	\$ 17,708	\$ 21,250	\$ -	\$ 21,250	\$ 5,313	\$ 10,625	\$ 15,938	\$ 44,271	\$ 10,625	\$ 54,896
30		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	Bayview Foundation (first \$25k allowable for indirect)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
38		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39													
40	TOTAL OPERATING EXPENSES	\$ 220,175	\$ -	\$ 220,175	\$ 258,210	\$ -	\$ 258,210	\$ 89,553	\$ 129,105	\$ 218,658	\$ 567,938	\$ 129,104	\$ 697,042
41													
42	Other Expenses (not subject to indirect cost %)												
43	Bayview Foundation	\$ 676,513	\$ -	\$ 676,513	\$ 811,816	\$ -	\$ 811,816	\$ 177,954	\$ 405,908	\$ 583,862	\$ 1,666,283	\$ 405,908	\$ 2,072,190
44	Actuals adjustment (actuals for 20-21; projected for 21-22)	\$ (305,173)	\$ -	\$ (305,173)	\$ (97,468)	\$ -	\$ (97,468)	\$ -	\$ -	\$ -	\$ (402,641)	\$ -	\$ (402,641)
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46													
47	TOTAL OTHER EXPENSES	\$ 371,340	\$ -	\$ 371,340	\$ 714,348	\$ -	\$ 714,348	\$ 177,954	\$ 405,908	\$ 583,862	\$ 1,263,642	\$ 405,908	\$ 1,669,549
48													
49	Capital Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50													
51													
52	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53													
54	HS#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/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation 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/Time Limited COVID-19 Funding/Federal Emergency Management Agency (FEMA)	
Type	Instructions and Examples of Documentation
	<p>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>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p>

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

Housing and Urban Development (HUD) Emergency Solutions Grant (ESG): CFDA #14.231	
Type	Instructions and Example of Documentation
	Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.
Rapid Rehousing	<p>Grantee may use this line item in accordance with 24 CFR 576.104, 576.105, and 576.106 – Rapid Rehousing.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing search and placement; • Housing stability case management; and/or • Mediation. <p>Documentation may also include proof of eligible payment of rental or financial assistance paid on behalf of ESG participants.</p>
Emergency Shelter	<p>Grantee may use this line item in accordance with 24 CFR 576.102, 576.2 – Shelter.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee’s accounting system of the staff who provide services to ESG participants, such as:</p> <ul style="list-style-type: none"> • Housing stability case management; • Life skills training; and/or • Mental health and/or substance abuse services. <p>Documentation may also include proof of eligible payment of shelter maintenance; insurance; or utilities associate with a shelter location.</p>

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund 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 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
Department Homelessness and Supportive Housing (HSH) – 835 Turk Street Property Management	5/1/22 – 2/28/23	\$3,187,140
Department Homelessness and Supportive Housing (HSH) – Street Ambassador Services	6/1/22 – 6/30/24	\$5,439,942

APPENDIX E
FEMA EMERGENCY AND EXIGENCY GRANTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

X. Procurement of Recovered Materials

- A. In the performance of this grant, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the grant performance schedule;
 - 2. Meeting grant performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

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

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

- A. The Grantee agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this grant for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the grant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIX. Byrd Anti-Lobbying Certification.

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

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

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

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

Certification for Grants, Grants, Loans, and Cooperative Agreements

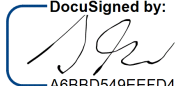
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

DocuSigned by:



A6BBDD549EEFD413...

Signature of Grantee's Authorized Official

CEO

Name and Title of Grantee's Authorized Official

10/28/2022

Date

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

I. Definitions

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

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

See 2 CFR §200.331 for more guidance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Single Audit Requirements

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

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

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

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

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

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

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