

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

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

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

RECITALS

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: COVID-19 Shelter in Place Sites; and

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

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

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;

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

**ARTICLE 1
DEFINITIONS**

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

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from

time to time.

- (b) "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and

- (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) “Subgrantee” shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee’s obligations arising from this Agreement.

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

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

ARTICLE 2

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

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

Agreement.

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

ARTICLE 3 TERM

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

Grantee thereof in writing.

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

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

4.5 Publications and Work Product.

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Eight Hundred Thousand Dollars (\$9,800,000)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Three Hundred Eighty Three Thousand Eight Hundred Fifty Four Dollars (\$2,383,854)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

5.4 State or Federal Funds

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

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

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

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

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

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

ARTICLE 7 TAXES

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

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

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

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

8.4 Conflict of Interest.

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

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

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

PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

continues for a period of ten (10) days after the date on which such performance or observance is due.

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

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

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

between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

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

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

ARTICLE 12

DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same

standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

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

however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

shall subsequently forward such amounts to the relevant taxing authority.

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

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

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

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

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

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions

that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

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

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

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

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

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

that it complies with Chapter 12P.

- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.
- 16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City,

(ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.13 Reserved. (Working with Minors).

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

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

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

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

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

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

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

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

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

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on

account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:
- Appendix A, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or

unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

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

17.12 Dispute Resolution Procedure.

(a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing,

- (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfsgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
 - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

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

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

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

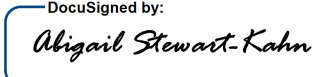
17.15 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with

corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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


CITY

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**


By:  1/7/2021
E3BD6DD85B9945E...
Abigail Stewart-Kahn
Interim Director

GRANTEE

**FIVE KEYS SCHOOLS AND
PROGRAMS**

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

Approved as to Form:

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

**Appendix A: Services to be Provided
by
Five Keys Schools and Programs
SAFE Navigation Center (Congregate Site H)**

I. Purpose of Grant

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

II. Served Population

Grantee shall serve adults, without custody of minor children, experiencing homelessness, who have no fixed, regular, and adequate nighttime residence, are unsheltered, and have a need for adequate emergency nighttime sleeping accommodations.

III. Referral and Prioritization

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

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

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

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

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

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

- Participants who are referred with a clear housing path by an approved referral site;
- Participants who have been designated as priority for HSH Permanent Supportive Housing via the Coordinated Entry process; or
- Unsheltered veterans awaiting a housing placement.

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

- Participants who are referred by HSH Outreach programs for an Outreach Time-Limited Stay;
- Participants who are referred by Healthy Streets Operations Center (HSOC), San Francisco Police Department (SFPD), or Emergency Medical Services (EMS-6) for an HSOC Time-Limited Stay;
- Participants who are referred by Coordinated Entry with a Rapid Rehousing opportunity in process.
- Participants who are referred by Homeward Bound for a Homeward Bound stay until their travel departure.

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

IV. Description of Services

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on specific participant actions rather than functional addictions or problems, to at least 200 participants at any given time, unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements.

A. Support Services

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

Grantee shall engage participants on a Time-Limited Stay to participate in the intake and program orientation process. Other support services offered to Time-Limited Stay participants will be determined by the participant's needs and the support service priorities established in conjunction with HSH. Participation in Support Services beyond the intake and program orientation process is optional for Time-Limited Stay participants. For Pathway Stay participants, participation in support services is a requirement for continued placement in the SAFE Navigation Center program. Support Services offered may include, but are not limited to:

1. Intake: Grantee shall conduct an intake, and make any updates, to determine and document participant identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis.
2. Assessment and Individual Service Plan: Grantee shall conduct a support services assessment to document participant needs. Grantee shall create service plans based on intake and assessment information. Service plans shall include issues identified by the participant and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the participant's stay.
3. Engagement: Grantee shall actively engage with participants to support their connection to needed services, progress on their individual service plans and end participant homelessness. Grantee shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other SAFE Navigation Center participants.
4. Case Management:
 - a. Grantee shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
 - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual and couple focused, as appropriate to participant situation and needs.
 - c. Grantee shall assist participants in Pathway Stays in applying for and securing the required documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the ONE System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.
5. Benefits Navigation: Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible participants to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of fully integrating benefits application services into the Navigation Center

environment and approving participants for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs.

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

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

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

limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

B. Emergency Services

Grantee shall operate the SAFE Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall provide safe and clean sleeping accommodations to at least 88 participants nightly.
2. Grantee shall provide program access without a curfew 24 hours a day, seven day a week for participants.
3. Grantee shall provide an average of two meals per day, through the HSH approved meal provider, to participants. Grantee shall make meals available to participants 24 hours per day, upon request. In the community room, Grantee shall also provide participants access to some beverages and snacks throughout the day.
4. Grantee shall provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
5. Grantee shall provide and maintain a participant community/gathering space that is available away from sleeping areas for participant use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, participant service areas, main participant entrance point, and participant laundry facilities and detergents to facilitate fair use by all participants.
7. Grantee shall provide a method to control access, track participants and manage/document participation by collaborating with services partners who are at the program site.
8. Grantee shall provide property storage in addition to what is provided in the sleeping accommodations for participants with secure and controlled access at the program site 24 hours a day, seven days a week.

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

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

V. Location and Time of Services

Grantee shall provide services at 599 Beale Street, San Francisco, CA 94105. Services are provided 24 hours per day, seven days a week. Grantee shall provide regular intake of new participants on work days Monday through Friday during business hours. Grantee shall provide emergency intake of new participants 24 hours per day, seven days a week based on approved protocols and referral sources. Details and adjustments of intake hours shall be negotiated between Grantee and HSH and approved by HSH.

VI. Service Requirements

- A. Language and Interpretation Services: Grantee shall ensure that interpreter services are available, as needed to address the needs of and provide services to participants who primarily speak language(s) other than English

- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participant progress.
- C. Grantee shall provide the staff necessary to effectively administer SAFE Navigation Center services as defined in part by the shelter Standards of Care. Staff shall include, but not be limited to:
 - 1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
 - 2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
 - 3. At least one staff member on each shift that speaks Spanish.
- D. Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on participant retention and participation during the participant's SAFE Navigation Center stay.
- E. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that participants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- F. HSH Good Neighbor Policy:
 - 1. Grantee shall work with neighbors, HSH, SFPD, Department of Public Works (DPW), Department of Public Health (DPH) and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
 - 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
 - 3. Grantee shall provide a phone number to all interested neighbors that will be answered at all times by a manager or other responsible person who has the authority to respond to complaints and issues at the Embarcadero SAFE Navigation Center as they arise.
 - 4. Grantee shall minimize the impact on the neighborhood of Embarcadero SAFE Navigation Center guests entering, exiting, or waiting for services. The Embarcadero SAFE Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests.
 - 5. Grantee shall actively discourage and address excessive noise from program participants and others who may be just outside the program site.
 - 6. Grantee shall actively discourage loitering in the area immediately surrounding the program. Coordinate with other service providers and City agencies, as necessary, to address this issue.
 - 7. Grantee shall, in conjunction with HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Embarcadero SAFE Navigation Center and how individuals are referred.
 - 8. Grantee shall implement management practices necessary to insure that staff and participants maintain the safety and cleanliness of the area immediately

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

3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings; when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.
 4. Attendance of trainings, as requested;
 5. Adherence to the Shelter Standards of Care requirements as appropriate to SAFE Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring SAFE Navigation Centers;
 6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
 7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- L. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the SAFE Navigation Center by staff or guests. SAFE Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- M. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the SAFE Navigation Center and the services and programs provided to the SAFE Navigation Center participants. Subcontracts include agreements for meal provision and specialized participant support, such as those with Meals on Wheels and Downtown Streets. Any subcontracted services shall coordinate participant services, schedule, and related communications in order ensure service expectations are met.
- N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- O. Data Standards:
1. Grantee shall report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting

requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

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

P. Record Keeping and Files:

1. Grantee shall maintain required, appropriate and confidential participant records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program
2. Electronic participant records shall be maintained accurately and up to date in the Navigation Center Database, until such time as all data are moved into the ONE System, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational participant records.
3. Grantee shall upload copies of participant documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
4. Grantee shall document outcomes related to every participant exit. Grantee shall collect data on the reason for exit, location upon exit, and other information related to exit tracking, and report this data to HSH upon request. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

- Q. Neighborhood Cleaning:** Through direct or subcontracted service, Grantee shall ensure that litter removal services are provided around the program site area.

VII. Service Objectives

Grantee shall achieve the following service objectives annually:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial participants and updates for returning participants in a new stay.
- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of the Pathway Stay participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- C. 90 percent of participants in a Time-Limited Stay shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement at the SAFE Navigation Center.
- D. 100 percent of participants in a Time-Limited Stay shall be encouraged to get a profile in the Shelter Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.

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

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives annually:

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

IX. Reporting Requirements

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

- A. Grantee shall report daily by 8:30am, via text, to the HSH Navigation Center Program Manager, beds ready for Navigation Center placements. Grantee shall report to HSH Navigation Center Program Manager any bed that will be off-line for more than one day.
- B. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the month of service, including:
 - 1. Number of participants at the start of the month;
 - 2. Number that entered the program;
 - 3. Number that exited for positive placements;
 - 4. Number of exits for other reasons; and
 - 5. Number of active participants in the program at the end of the month.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives section. Grantee shall enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

- F. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee strives to meet the requirements of and participate in the evaluation program and management information systems of the City, as mutually agreed upon. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

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

X. Monitoring Activities

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

	A	B	C	D	E	F	G	H	I	J	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												Page 1 of 3
2	APPENDIX B, BUDGET												
3	Document Date	10/15/2020											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2022	2									
6	Amended Term	9/1/2020	6/30/2022	2									
7	Provider Name	Five Keys											
8	Program	Site H											
9	FSP Contract ID#	1000019864											
10	Action (select)	New Agreement											
11	Effective Date	9/1/2020											
12	Budget Name	Site H											
13		Current	New										
14	Term Budget	\$ 7,416,146	\$ 7,416,146	32%									
15	Contingency	\$ 2,383,854	\$ 2,383,854										
16	Not-To-Exceed	\$ 9,800,000	\$ 9,800,000		Year 1			Year 2			All Years		
17		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021- 6/30/2022	7/1/2021- 6/30/2022	7/1/2021-6/30- 2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022			
18		New		New	New		New	New		New			
19	Expenditures												
20	Salaries & Benefits	\$ 2,314,138	\$ -	\$ 2,314,138	\$ 2,776,965	\$ -	\$ 2,776,965	\$ 5,091,103	\$ -	\$ 5,091,103			
21	Operating Expense	\$ 457,562	\$ (0)	\$ 457,562	\$ 541,474	\$ -	\$ 541,474	\$ 999,036	\$ (0)	\$ 999,036			
22	Subtotal	\$ 2,771,699	\$ (0)	\$ 2,771,699	\$ 3,318,439	\$ -	\$ 3,318,439	\$ 6,090,139	\$ (0)	\$ 6,090,139			
23	Indirect Percentage	15.00%		15.00%	15.00%		15.00%						
24	Indirect Cost (Line 21 X Line 22)	\$ 419,505	\$ -	\$ 419,505	\$ 501,516	\$ -	\$ 501,516	\$ 921,021	\$ -	\$ 921,021			
25	Other Expenses (Not subject to indirect %)	\$ 184,085	\$ -	\$ 184,085	\$ 220,902	\$ -	\$ 220,902	\$ 404,987	\$ -	\$ 404,987			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Agreements Only)		\$ -			\$ -			\$ -	\$ -			
28	Total Expenditures	\$ 3,375,289	\$ (0)	\$ 3,375,289	\$ 4,040,857	\$ -	\$ 4,040,857	\$ 7,416,147	\$ (0)	\$ 7,416,147			
29													
30	SHS Revenues (select)												
31	State Homeless Emergency Aid Program (HEAP)	\$ 3,370,289		\$ 3,370,289			\$ -	\$ 3,370,289	\$ -	\$ 3,370,289			
32				\$ -			\$ -	\$ -	\$ -	\$ -			
33	State Homeless Emergency Aid Program (HEAP) One-Time	\$ 5,000		\$ 5,000			\$ -	\$ 5,000	\$ -	\$ 5,000			
34	General Fund - Ongoing			\$ -	\$ 4,040,857		\$ 4,040,857	\$ 4,040,857	\$ -	\$ 4,040,857			
35				\$ -			\$ -	\$ -	\$ -	\$ -			
39				\$ -			\$ -	\$ -	\$ -	\$ -			
40	Total SHS Revenues	\$ 3,375,289	\$ -	\$ 3,375,289	\$ 4,040,857	\$ -	\$ 4,040,857	\$ 7,416,146	\$ -	\$ 7,416,146			
41	Other Revenues (to offset Total Expenditures & Reduce SHS Revenues)												
42													
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48													
49	Total SHS + Other Revenues	\$ 3,375,289	\$ -	\$ 3,375,289	\$ 4,040,857	\$ -	\$ 4,040,857	\$ 7,416,146	\$ -	\$ 7,416,146			
50	Rev-Exp (Budget Match Check)	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -			
53	Prepared by												
54	Phone												
55	Email												

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	Page 2 of 3	
2	SALARY & BENEFIT DETAIL																		
3	Document Date		10/15/2020																
4	Provider Name		Five Keys																
5	Program		Site H																
6	FSP Contract ID#		1000019864																
7	Budget Name		Site H																
8		Year 1							Year 2							All Years			
9	POSITION TITLE	Agency Totals		For HSH Funded Program		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021- 6/30/2022	7/1/2021- 6/30/2022	7/1/2021-6/30- 2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	
10						New		New					New	New	New	New	Modification	New	
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
12	Director San Francisco Housing	\$ 135,000	1.00	0.17	0.17	\$ 19,125	\$ -	\$ 19,125	\$ 135,000	1.00	0.17	0.17	\$ 22,950	\$ -	\$ 22,950	\$ 42,075	\$ -	\$ 42,075	
13	Director of Congregate and SIP Sites	\$ 120,000	1.00	0.17	0.17	\$ 17,000	\$ -	\$ 17,000	\$ 120,000	1.00	0.17	0.17	\$ 20,400	\$ -	\$ 20,400	\$ 37,400	\$ -	\$ 37,400	
14	Assistant Director Care Coordination	\$ 80,000	1.00	0.17	0.17	\$ 11,333	\$ -	\$ 11,333	\$ 80,000	1.00	0.17	0.17	\$ 13,600	\$ -	\$ 13,600	\$ 24,933	\$ -	\$ 24,933	
15	Assistant Director Embarcadero SAFE	\$ 78,000	1.00	1	1.00	\$ 65,000	\$ -	\$ 65,000	\$ 78,000	1.00	1	1.00	\$ 78,000	\$ -	\$ 78,000	\$ 143,000	\$ -	\$ 143,000	
16	Shift Supervisors	\$ 71,000	4.40	1	4.40	\$ 260,333	\$ -	\$ 260,333	\$ 71,000	4.40	1	4.40	\$ 312,400	\$ -	\$ 312,400	\$ 572,733	\$ -	\$ 572,733	
17	Guest Intake & Information Coordinator	\$ 50,000	1.00	1	1.00	\$ 41,667	\$ -	\$ 41,667	\$ 50,000	1.00	1	1.00	\$ 50,000	\$ -	\$ 50,000	\$ 91,667	\$ -	\$ 91,667	
18	Activities Coordinator	\$ 56,160	1.00	1	1.00	\$ 46,800	\$ -	\$ 46,800	\$ 56,160	1.00	1	1.00	\$ 56,160	\$ -	\$ 56,160	\$ 102,960	\$ -	\$ 102,960	
19	Ambassadors including security and janitors	\$ 45,760	25.20	1	25.20	\$ 960,960	\$ -	\$ 960,960	\$ 45,760	25.20	1	25.20	\$ 1,153,152	\$ -	\$ 1,153,152	\$ 2,114,112	\$ -	\$ 2,114,112	
20	Security -- folded into ambassador line	\$ -					\$ -		\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	Janitorial	\$ 45,760	7.00	1	7.00	\$ 266,933	\$ -	\$ 266,933	\$ 45,760	7.00	1	7.00	\$ 320,320	\$ -	\$ 320,320	\$ 587,253	\$ -	\$ 587,253	
22							\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	
54							\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	
55	TOTAL SALARIES					\$ 1,689,152	\$ -	\$ 1,689,152	TOTAL SALARIES					\$ 2,026,982	\$ -	\$ 2,026,982	\$ 3,716,134	\$ -	\$ 3,716,134
56	TOTAL FTE			40.11					TOTAL FTE			40.11							
57	FRINGE BENEFIT RATE				37.00%			37.00%	FRINGE BENEFIT RATE				37.00%			37.00%			
58	EMPLOYEE FRINGE BENEFITS					\$ 624,986	\$ -	\$ 624,986	EMPLOYEE FRINGE BENEFITS					\$ 749,983	\$ -	\$ 749,983	\$ 1,374,969	\$ -	\$ 1,374,969
59	TOTAL SALARIES & BENEFITS					\$ 2,314,138	\$ -	\$ 2,314,138	TOTAL SALARIES & BENEFITS					\$ 2,776,965	\$ -	\$ 2,776,965	\$ 5,091,103	\$ -	\$ 5,091,103
60																			
61																			
62																			

	A	B	C	D	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									Page 3 of 3
2	OPERATING DETAIL									
3	Document Date	10/15/2020								
4	Provider Name	Five Keys								
5	Program	Site H								
6	FSP Contract ID#	1000019864								
7	Budget Name	Site H								
9		Year 1			Year 2			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	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022
11		New		New	New		New	New	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 246,945	\$ -	\$ 246,945	\$ 296,334	\$ -	\$ 296,334	\$ 543,279	\$ -	\$ 543,279
15	Office Supplies, Postage	\$ 12,500	\$ -	\$ 12,500	\$ 15,000	\$ -	\$ 15,000	\$ 27,500	\$ -	\$ 27,500
16	Building Maintenance Supplies and Repair	\$ 25,000	\$ -	\$ 25,000	\$ 30,000	\$ -	\$ 30,000	\$ 55,000	\$ -	\$ 55,000
17	Printing and Reproduction		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
18	Insurance	\$ 15,000	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 18,000	\$ 33,000	\$ -	\$ 33,000
19	Staff Training	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ 16,000	\$ -	\$ 16,000
20	Staff Travel-(Local & Out of Town)	\$ 6,667	\$ -	\$ 6,667	\$ 8,000	\$ -	\$ 8,000	\$ 14,667	\$ -	\$ 14,667
21	Rental of Equipment		\$ -			\$ -		\$ -	\$ -	\$ -
22	Cleaning/Janitorial Supplies	\$ 12,500	\$ -	\$ 12,500	\$ 15,000	\$ -	\$ 15,000	\$ 27,500	\$ -	\$ 27,500
23	Guest Supplies, food, socks, etc	\$ 35,000	\$ -	\$ 35,000	\$ 42,000	\$ -	\$ 42,000	\$ 77,000	\$ -	\$ 77,000
24	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 15,000	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 18,000	\$ 33,000	\$ -	\$ 33,000
25	Guest Transportation	\$ 3,333	\$ (0)	\$ 3,333	\$ 4,000	\$ -	\$ 4,000	\$ 7,333	\$ (0)	\$ 7,333
26	Staff Parking	\$ 1,000	\$ -	\$ 1,000	\$ 1,200	\$ -	\$ 1,200	\$ 2,200	\$ -	\$ 2,200
27	Computers, Printers, Periphal Equipment	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
28	Guest Laundry	\$ 43,200	\$ -	\$ 43,200	\$ 51,840	\$ -	\$ 51,840	\$ 95,040	\$ -	\$ 95,040
29	Guest Voucher	\$ 3,417	\$ 0	\$ 3,417	\$ 4,100	\$ -	\$ 4,100	\$ 7,517	\$ 0	\$ 7,517
30	Linen	\$ 8,333	\$ (0)	\$ 8,333	\$ 10,000	\$ -	\$ 10,000	\$ 18,333	\$ (0)	\$ 18,333
31	Cable Wifi	\$ 4,167	\$ 0	\$ 4,167	\$ 5,000	\$ -	\$ 5,000	\$ 9,167	\$ 0	\$ 9,167
32	Pest Control	\$ 12,500	\$ -	\$ 12,500	\$ 15,000	\$ -	\$ 15,000	\$ 27,500	\$ -	\$ 27,500
41		\$ -			\$ -			\$ -	\$ -	\$ -
42	Consultants	\$ -			\$ -			\$ -	\$ -	\$ -
53		\$ -			\$ -			\$ -	\$ -	\$ -
54	Subcontractors	\$ -			\$ -			\$ -	\$ -	\$ -
66		\$ -			\$ -			\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ 457,562	\$ (0)	\$ 457,562	\$ 541,474	\$ -	\$ 541,474	\$ 999,036	\$ (0)	\$ 999,036
70	Other Expenses (not subject to indirect cost %)									
71	Bayview Hunters Point Foundation	\$ 184,085	\$ -	\$ 184,085	\$ 220,902	\$ -	\$ 220,902	\$ 404,987	\$ -	\$ 404,987
72		\$ -			\$ -			\$ -	\$ -	\$ -
84	TOTAL OTHER EXPENSES	\$ 184,085	\$ -	\$ 184,085	\$ 220,902	\$ -	\$ 220,902	\$ 404,987	\$ -	\$ 404,987
86	Capital Expenses									
87		\$ -			\$ -			\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	HSH #3							Template last modified	1/22/2020	

Appendix C, Method of Payment

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

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

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

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

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

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

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

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

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

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

Appendix D - Interests in Other City Grants

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

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

Appendix E – Permitted Subgrantees

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| 1. Bayview Hunters Point Foundation |
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