



**COST REIMBURSEMENT SUBGRANT**  
**Part I - SUBGRANT SCHEDULE**

**AWARD INFORMATION**

|                                                                                                                                                                                        |                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Urban Institute</b><br>The Urban Institute<br>500 L'Enfant Plaza SW<br>Washington, DC 20024                                                                                      | <b>2. Subrecipient</b><br>The City and County of San Francisco<br>Department of Homelessness and<br>Supportive Housing<br>440 Turk Street<br>San Francisco, CA 94102                           |
| <b>3. Urban Institute Contractual Contact</b><br>Lisa Fischer<br>Director, Subaward Department<br>202-261-5338<br><a href="mailto:lfischer@urban.org">lfischer@urban.org</a>           | <b>4. Subrecipient Contractual Contact</b><br>Jocelyn Everroad<br>Manager of Planning & Strategy<br>628-652-7707<br><a href="mailto:jocelyn.everroad@sfgov.org">jocelyn.everroad@sfgov.org</a> |
| <b>5. Urban Institute Technical Contact</b><br>Emma Fernandez<br>Policy Program Associate<br><a href="mailto:efernandez@urban.org">efernandez@urban.org</a>                            | <b>6. Subrecipient Technical Contact</b><br>Same as above.                                                                                                                                     |
| <b>7. Urban Project Information</b><br><b>Project Title:</b> Just Home Cohort 1<br>Continuation<br><b>Urban Project Number:</b> 103096<br><b>Prime Award Number:</b> 23-2308-157954-CJ | <b>8. Subgrant Number:</b><br>103096-0001-SFHSH-01                                                                                                                                             |
|                                                                                                                                                                                        | <b>9. Subgrant Amount:</b> \$200,000                                                                                                                                                           |
|                                                                                                                                                                                        | <b>10. Subgrant Period of Performance:</b><br>June 15, 2025 – September 30, 2026                                                                                                               |

**RECITALS:**

This subgrant agreement ("Agreement"), under Prime Award Number 23-2308-157954-CJ ("Prime Award") with the John D. and Catherine T. MacArthur Foundation ("Funder"), is entered into by and between The Urban Institute ("Urban"), a non-profit entity organized and existing under the laws of Delaware, having its principal place of business at 500 L'Enfant Plaza SW, Washington, DC 20024, and the City and County of San Francisco ("Subrecipient"), acting through the Department of Homelessness and Supportive Housing, a city and county local government entity organized and existing under the laws of California, having its principal place of business at 440 Turk Street, San Francisco, CA 94102. Urban and Subrecipient shall each be referred to herein as a "Party" or collectively as the "Parties".

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. PURPOSE OF THE SUBGRANT**

- 1.1. The purpose of this Agreement is to fund Subrecipient's continuation of work under 102418-0001-SFHS-01, with the primary goals of safely reducing jail population/jail use in San Francisco and reducing disparities and other inequities in San Francisco's homelessness response and criminal legal systems. These efforts will be carried out as set forth in Appendix A.

**2. KEY PERSONNEL**

- 2.1. "Key Personnel" refers to individual(s) identified as uniquely important to the success of the project under this Agreement. The Parties acknowledge that these individuals are a critical element to project performance. Subrecipient must obtain prior written approval from Urban before making any changes to the Key Personnel during the term of this Agreement. The Subrecipient shall submit such requests in writing to Urban's Contractual and Technical Contacts, to include justification for such a change and qualifications of the proposed replacement. Only Urban's Contractual Contact may provide formal written approval for such a change. Urban reserves the right to terminate this Agreement if it, in its reasonable discretion, determines that a change in Key Personnel would negatively affect the quality of the Work Product. Subrecipient shall not be entitled to any additional costs or claims resulting from the removal or replacement of Key Personnel.
- 2.2 Subrecipient Key Personnel under this Agreement:  
Aaqilah Islam, Manager of Housing and Justice System Initiatives

**3. TYPE OF SUBGRANT AND AMOUNT**

- 3.1. This is a cost reimbursement subgrant awarded in the amount of \$200,000. The Subrecipient agrees to pursue the programmatic objective(s) specified in Appendix A within the total award amount.
- 3.2 The Parties acknowledge that this Agreement is contingent upon funding from the Funder. If the Funder reduces the funding, delays, withdraws funding, or materially modifies the scope of the work in any way that affects this Agreement, Urban reserves the right to renegotiate the terms of this Agreement or terminate the Agreement in accordance with Part II, section 4.2.

#### 4. PERIOD OF PERFORMANCE

- 4.1. The period of performance for this Agreement is designated as June 15, 2025 through September 30, 2026. The Parties may extend the Agreement through a modification which shall be executed by both Parties.

#### 5. REIMBURSEMENT PROVISIONS

- 5.1. **Reimbursement:** Reimbursement for allowable costs incurred will be made either via check or ACH credit transfer (preferred method). To receive payment via ACH credit transfer, if a new vendor to Urban, Subrecipient should request Urban's ACH Authorization Form from the Accounts Payable department ([accountspayable@urban.org](mailto:accountspayable@urban.org)) prior to the submission of any request.
- 5.2. **Submission of Invoices:** Proper invoices shall be submitted as an attached file in Portable Document Format (PDF) emailed to [accountspayable@urban.org](mailto:accountspayable@urban.org), copied to Urban's Technical Contact. The subject line of the email should include the subgrant Number and indicate an invoice is attached. Invoices shall be submitted according to the following schedule:

| Invoice | Invoice Time Period                 | Due Date          |
|---------|-------------------------------------|-------------------|
| 1       | June 15, 2025 – September 30, 2025  | October 31, 2025  |
| 2       | October 1, 2025 – December 31, 2025 | January 31, 2026  |
| 3       | January 1, 2026 – March 31, 2026    | April 30, 2026    |
| 4       | April 1, 2026 – June 30, 2026       | July 31, 2026     |
| 5       | July 1, 2026 – September 30, 2026   | November 14, 2026 |

- 5.3. **Invoice:** Reimbursement will be provided following the acceptance of a proper invoice which shall contain the following:
- Subrecipient's name and complete address.
  - Urban Agreement number and period of performance.
  - Invoice date.
  - Period covered by invoice.
  - Costs incurred and requested for reimbursement detailed according to approved Budget (Appendix B).
  - Total amount of expenditures requested for reimbursement for the invoice period; and total expenditures cumulatively.
  - Name, title, and contact information, along with dated signature of responsible official and certification by the following or similar statement: "By signing this request, Subrecipient certifies that it is properly entitled to payment and that all payments requested are for appropriate purposes and in strict accordance with the terms and conditions set forth in the Agreement".

- 5.4. **Final Payment:** A final invoice for all payments due to Subrecipient shall be submitted no later than forty-five (45) days after the expiration of this Agreement and must be clearly labeled “FINAL”. Payment of the final invoice will terminate any obligation of Urban for any additional reimbursements to the Subrecipient under this Agreement.

## 6. MANAGEMENT AND USE OF FUNDS

- 6.1. **Charitable Purpose:** Subrecipient agrees to use the funds for the purposes as outlined in this Agreement and exclusively for charitable scientific, and/or education purposes as defined by Internal Revenue Code within the meaning of Section 501(C)(3) and equivalent provisions of applicable law.
- 6.2. **Indirect costs:** Subrecipient has elected not to charge indirect costs.
- 6.3. **Use and Expenditure of Funds:** Agreement funds shall be expended in accordance with the approved Agreement budget attached to this document as Appendix B. Subrecipient is permitted to transfer up to 10% of an existing direct cost line-item category or \$10,000—whichever is greater—to that line-item category; however, prior approval is required for any budget deviations exceeding this threshold, adding a new line-item or adding funds to indirect costs. The request for approval should include detailed justification for such budget revisions and be sent to Urban’s Technical Contact. Urban’s Contractual Contact will determine if a formal modification to the Agreement is required.

## 7. PROGRESS REPORTS AND REPORTING SCHEDULE

- 7.1. **Progress Reports:** The Subrecipient shall submit narrative progress reports in accordance with the schedule below. Each report shall summarize activities and describe progress and challenges associated with meeting the goals outlined in Appendix A. Specific formats may be suggested or prescribed by Urban.

| Report | Reporting Time Period               | Due Date         |
|--------|-------------------------------------|------------------|
| 1      | June 15, 2025 – September 30, 2025  | October 31, 2025 |
| 2      | October 1, 2025 – December 31, 2025 | January 31, 2026 |
| 3      | January 1, 2026 – March 31, 2026    | April 30, 2026   |
| 4      | April 1, 2026 – June 30, 2026       | July 31, 2026    |
| 5      | June 15, 2025 – September 30, 2026  | October 30, 2026 |

- 7.2. **Final Progress Report:** The final progress report shall cover the entire period of the Agreement and include a summary of progress and relevant major accomplishments during the Agreement period, an explanation of

challenges encountered in the process of carrying out subgrant activities, a detailed description of findings and/or outcomes, and an assessment of impact and/or implications for future work. This report shall be submitted thirty (30) days after the end of the Agreement Period of Performance.

- 7.3. **Report Distribution:** All reports should be submitted as a PDF attachment via e-mail to the Urban Technical Contact.

## 8. NOTICES

- 8.1. Any notices submitted by either Party to the other under this Agreement will be in writing and sent by mail or e-mail and sent using the contact information listed in the Award Information table on page one (1) of this Agreement.

## 9. ENTIRE AGREEMENT

- 9.1. This Agreement, together with the Appendices attached hereto, represents the entire understanding of the Parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either Party.

IN WITNESS WHEREOF, the Subrecipient and Urban, each acting through its duly authorized representative, have caused this Agreement to be signed on the dates below.

### FOR URBAN:

DocuSigned by:  
  
 BD6FE121550F490...  
 (Signature)

Lisa Fischer

(Name)

Director, Subawards

(Title)

10/30/2025

(Date)

### FOR SUBRECIPIENT:

DocuSigned by:  
  
 CAD7B781896B449...  
 (Signature)

Shireen Mcspadden@sfgov.org

(Name)

Executive Director

(Title)

10/16/2025

(Date)

Approved as to Form:

DocuSigned by:  
  
 1AFBEA6D5F35481...

## PART II - GENERAL TERMS AND CONDITIONS

### 1. RELATIONSHIP BETWEEN THE PARTIES

- 1.1. **Independent Parties:** For purposes hereof, Subrecipient is an independent contractor, and shall not be deemed to be an employee or agent of Urban or the Funder. Neither shall the Funder nor any of its departments, agencies, or employees be a party to this Agreement and all communications regarding this Agreement shall be directed to Urban and not the Funder.
- 1.2. **Confidential Information:** Each Party agrees to protect and safeguard any item of proprietary or otherwise privileged or confidential information ("Confidential Information") received during the term of this Agreement and not disclose such Confidential Information of the other party without prior written consent of the other party, subject to the requirements of state and local public records laws.
- 1.3. **Organizational Conflict of Interest:** Subrecipient represents that, to the best of its knowledge and belief, that at the time of the signing of this Agreement, it is not adversely affected by an organizational conflict of interest. Subrecipient agrees that if an actual or apparent organizational conflict of interest is discovered after award execution, it will make a disclosure in writing to Urban. Should Urban determine that an organization conflict of interest exists or may exist that cannot be reasonably mitigated, the Agreement may be terminated at Urban's discretion without liability to Urban or the Funder.
- 1.4. **Limitation of Liability and Indemnification:** The Parties agree that Urban and the Funder shall not be liable for any third-party claims arising out of or resulting from Subrecipient's breach, negligence and/or willful misconduct in performance of this Agreement, or for the unauthorized use of patented or copyrighted materials by Subrecipient.

Subrecipient agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Urban and the Funder from any third-party claims, demands, actions, suits and proceedings, and liability, loss, expense (including reasonable attorney's fees), costs or damages, arising out of or related to, and to the proportionate extent caused by Subrecipient's (a) breach of any term, provision, covenant or warranty made in this Agreement, and/or (b) inaccuracy of any certification or representation made in this Agreement, and/or (c) negligent acts or omissions and/or willful misconduct in performance of this Agreement.

Each Party shall promptly notify the other Party of the assertion, filing, or service of any lawsuit, claim, demand, action, liability or other matter that

is covered by this indemnity. Subrecipient shall have the right to direct the defense of any lawsuit, claim, demand or liability covered by this indemnity.

## 2. STANDARDS OF CONDUCT

2.1. **Debarment and Suspension:** By signing this Agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, by any US Federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life to this Agreement must be reported immediately to Urban.

2.2. **Anti-Lobbying:**

Subrecipient agrees not to use any portion of the Agreement to:

- Pay fees or wages for the services of fundraising firms.
- Influence legislation within the meaning of Internal Revenue Code Section 501(h).
- Carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code.
- Influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code. Activities shall be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations.
- Promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

2.3. **Equal Employment Opportunity:** All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity".

2.4. **Discrimination Prohibited:** Subrecipient shall not discriminate against any employee or applicant to be employed in the performance of this Agreement with respect to the hire, tenure, term, conditions, or privileges of employment because of his/her race, color, religion, gender identity, sexual orientation, disability, national origin, ancestry, or status as a veteran. Subrecipient shall also comply with all applicable federal provisions, statutes and regulations relating to nondiscrimination and

equal employment opportunity including all relevant sections of the American with Disabilities Act of 1990. Subrecipient shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against, any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Urban, or other proper authority, information relating to violation of this article, including, without limitation, any substantial violation of law relating to the performance of this Agreement.

- 2.5. **Human Subjects Research:** The Subrecipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Agreement. The Subrecipient, and any lower tier subrecipients or contractors, shall also comply with all applicable federal provisions, statutes and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states. Such requirements include but are not limited to conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time). Subrecipient shall obtain and maintain institutional review board (IRB) approval, either by an internal IRB or through a contracted agency and obtain informed consent of participating research subjects. Subrecipient must notify Urban immediately of any breach of personally identifiable information (PII) or any other violation related to the requirements stated herein and shall indemnify Urban and Funder against any such violations.
- 2.6. **Anti-Terrorism:** Subrecipient agrees that Agreement funds shall be used in compliance with all applicable anti-terrorism financing and asset control laws and regulations; no part of the Agreement funds may be used to support or promote violence or terrorist activities.

### 3. WORK PRODUCT AND ACKNOWLEDGMENTS

- 3.1. **Intellectual Property:**
  - 3.1.1. The products, services, processes, technologies, materials, software, data, and other intellectual property created by and resulting from this Agreement ("Work Product") shall be owned by the Subrecipient.
  - 3.1.2. Subrecipient hereby grants Urban a paid up, non-exclusive, irrevocable, perpetual, worldwide royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use, and license others to use in print or electronic form (in whole, or in part, including in connection with derivative works), including

in electronic databases or in any future form, the Work Product. Under the Prime Award, the Funder will have a license to any work developed as outlined in Appendix C.

**3.2. Publications:**

3.2.1 All publicity, publications, and notices produced or released concerning this Agreement shall acknowledge Urban and the Funder. Subrecipient and Urban will work together to define mutually agreeable credit language, in compliance with the conditions in Appendix C, which shall be agreed to in writing. Such credit must be included on each tangible Work Product of the Agreement. In order to support the broad dissemination and accessibility of the Work Product, Subrecipient agrees to coordinate with Urban prior to the release of any of its Work Product.

3.2.2 The Subrecipient agrees to furnish Urban's Technical Contact with copies of any news or press releases, articles, notices, and other Work Product within ten (10) days after such release, which shall be furnished to the Funder.

3.2.3 Neither party shall use the brand, logo, or marks of the other party without prior approval.

3.2.4 Notwithstanding the foregoing, all uses of any Funder name by Subrecipient in any manner shall be subject to approval of the Funder obtained through Urban, and must be in accordance with the conditions outlined in Appendix C.

**4. STOP WORK, TERMINATION AND DISPUTES**

4.1. **Stop Work:** Urban may at any time, by written order to the Subrecipient require the Subrecipient to stop all, or any part, of the work called for under this Agreement for a period up to ninety (90) days after the order is delivered to the Subrecipient. Upon receipt of the written order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Subrecipient

within any extension of that period to which the Parties shall have agreed, Urban shall either:

- cancel the stop-work order; or
- terminate the work covered by the order as provided in the Termination clause of this agreement.

4.2. **Termination:** This Agreement may be terminated, in whole or in part in the following situations:

- a) by Urban, if the Subrecipient materially fails to comply with terms and conditions of this Agreement.
- b) by Urban for cause.
- c) by mutual agreement of the Parties, in which case the two Parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated.
- d) by Urban, if the Funder determines that continuation of all or part of the funding for this Agreement should be suspended or terminated.

Subrecipient shall cease to incur further costs upon notification of termination by Urban.

4.3. **Disputes, Claims and Appeals:** Urban and Subrecipient shall work together in good faith to resolve any dispute arising under this Agreement. Any dispute or difference arising out of, or in connection with this Agreement or the breach thereof which cannot be amicably settled by mutual consent between the Parties shall be submitted to mediation in a mutually agreed upon location. If the dispute is not resolved through mediation, either party may pursue any remedies available at law or in equity in a court of competent jurisdiction, consistent with applicable law.

## 5. RECORD RETENTION AND FILE MANAGEMENT

5.1. **Accounting Standards:** Subrecipient will maintain books, accounts, and records that, with sufficient detail, accurately and clearly reflect its transactions and disposition of Agreement funds. Subrecipient agrees to maintain substantiating records for all expenditures and make books and records available to Urban at reasonable times, if requested.

5.2. **Record Retention:** Subrecipient shall retain all records related to this Agreement for at least three (3) years after expiration of the Agreement term.

5.3. **Audit:** At Urban's expense, upon reasonable notice, Urban may audit Agreement-related books and records, and Subrecipient shall provide all necessary assistance in connection therewith, which shall also be in accordance with Appendix C.

Urban may, at its expense, monitor and conduct an evaluation of operations under the Agreement, which may include meetings or visits by representatives of Urban to observe and discuss the Subrecipient's program, procedures and operations.

## 6. MISCELLANEOUS

- 6.1. **Insurance:** Subrecipient shall maintain at its own expense adequate self insurance as is reasonable and customary for similar organizations in any and all forms necessary to protect against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out or resulting from performance of this Agreement.

Subrecipient shall ensure that approved subrecipients or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the Agreement.

- 6.2. **Incorporation of the Mandatory Prime Award Provisions:** Applicable provisions of the Prime Award agreement are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions). Subrecipient assumes all provisions and obligations outlined in Appendix C.

- 6.3. **Representations.** Subrecipient represents it has the power and authority to enter into and perform this Agreement; that Subrecipient's assigned technical, management and key personnel are completely qualified, professionally competent, and duly licensed to perform the services; and all services and deliverables delivered to be free from defects and in compliance with Agreement specifications. Moreover, Subrecipient represents and warrants that all materials created in performing the services and providing the deliverables shall be original Work Product, work for which it has secured the perpetual and irrevocable right to use in the manner so used by Subrecipient, or work which is in the public domain, and which does not violate any copyright, patent or other intellectual property rights, including trade secrets. The above representations and warranties constitute conditions shall extend to Urban's Funder.

- 6.4. **Assignment/Subawards:** Unless detailed in the approved Agreement Budget, Subrecipient shall not assign this Agreement nor any rights or obligations herein, nor subcontract or subgrant any funds under this Agreement without the prior written consent of Urban's Contractual Contact. This provision does not apply to the purchase of supplies,

material, equipment or general support services.

- 6.5. **Severability:** If any term or other provision of this Agreement is determined to be unenforced, void, or contrary to law by a competent authority all other terms and provisions shall remain in full force and effect. In the event a term or provision is unenforceable, it will be modified to the extent necessary for enforcement or replaced by another provision to achieve the same result.
- 6.6. **Waiver:** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach be construed as continuing waiver of other breaches of the same or other provisions of the Agreement.
- 6.7. **Order of Precedence:** Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:
- a) Part I - Schedule
  - b) Part II - General Terms and Conditions
  - c) Part III - Appendices in the following order of precedence:
    - 1. Appendix C – Mandatory Prime Award Provisions
    - 2. Appendix A – Program Description
    - 3. Appendix B – Budget

END OF GENERAL TERMS AND CONDITIONS



## JUST HOME—SAN FRANCISCO

### Request for Continuation Funds (Proposed Scope of Work)

---

Just Home in San Francisco is led by the Department of Homelessness and Supportive Housing (HSH). The project thrives on collaboration, and we recognize the importance of involving stakeholders in planning, implementation and sustainability efforts, ensuring they are an integral part of our site's commitment to achieve its two primary goals: 1) safely reduce the jail population/ jail use in San Francisco and, 2) reduce disparities and other inequities in San Francisco's Homelessness Response and Criminal Legal Systems. Local partnerships include the following city agencies, departments and organizations:

**Housing Partners:** Mayor's Office of Housing and Community Development (MOHCD), San Francisco Housing Accelerator Fund (SFHAF), and 3rd Street Youth Center and Clinic.

**Criminal Legal System Partners and Safety and Justice Challenge (SJC) Workgroup Members:** Sheriff's Office (SFSO); Public Defender's Office (PDR); Adult Probation Department (APD); Jail Health at the Department of Public Health (DPH) and San Francisco Pretrial Diversion.

**Community Engagement:** Talent Poole.

**Evaluation Partners for the Program Related Investment (PRI) Housing Project:** California Policy Lab (CPL).

The primary objective of maintaining these ongoing partnerships is to ensure that individuals who have experienced homelessness in San Francisco and have been involved with the criminal legal system receive the necessary support to stabilize their housing options. San Francisco's Just Home investment (Subgrant #102418-0001-SFHSH-01) is presently dedicated to establishing sustainable and coordinated strategies aimed at reducing the local jail population while promoting tailored solutions for individuals disproportionately impacted by both the homelessness and criminal legal systems. A central component of this initiative is a two-pronged approach that encompasses systems change efforts and the development of a small-scale housing project. This housing project is specifically designed to provide housing and tailored services for transitional aged youth (TAY), ages 18 to 26, who frequently interact with multiple systems and experience housing instability upon release from custody. By fostering collaboration among the homelessness, health/behavioral health, and criminal legal systems, the project aims to create prevention and intervention pilots informed by community-driven program design recommendations, as well as actionable data and insights gathered through peer learning opportunities with other sites.



*Just Home Data & Evaluation Plan*

Additionally, we are designing a comprehensive data integration and evaluation plan that will inform our decision-making and support a model of sustained partnership between individuals with firsthand experience and/or expertise related to homelessness and/or criminal legal involvement, along with multiple city departments, agencies, and organizations. This evaluation plan is also intended to help local stakeholders understand how the strategies they choose may relate to the broader context of housing justice. We define housing justice as encompassing the contextual factors (e.g., community engagement, housing navigation and use, housing stabilization strategies, policy development, and capacity building) that need attention in addressing the structural drivers of homelessness. Our site's framework for housing justice includes several essential components:

1. Strategic objectives focused on systems change and developing tailored housing solutions
2. Data measurement and evaluation
3. Community engagement infrastructure
4. Cross-system partnerships, Knowledge exchange and Capacity building efforts

## PROPOSED SCOPE OF WORK FOR CONTINUATION FUNDS

The planning phase of this project began with the recognition of the underlying contextual factors necessary for successfully implementing a housing demonstration project. This focus on promoting cross-system collaboration and driving systems change provided the rationale and local support needed to build the infrastructure required for developing a Housing Investment Action Plan (HIAP), committed to the resources necessary for its implementation and sustainability.

Our request for continuation funds centers on ensuring the successful implementation of our site's planned project goals, including our comprehensive evaluation efforts. Project management plays an essential role in sustaining local partnerships, implementing project components, and managing shared resources across multiple city departments and organizations. Key areas of focus include:

- Managing various innovations, including innovative decision-making to improve services for the housing site based on data insights. Innovation also involves facilitating information sharing through increased interactions across systems and developing policies to support sustained stakeholder participation in project decision-making.
- Establishing collaborative processes that are vital for developing tailored housing and service-related solutions for individuals involved with the criminal legal system. This work requires ongoing improvements in identifying, managing and effectively maximizing shared resources.
- Ensuring the quality and accuracy of the project by aligning cross-system efforts with departmental priorities and adhering to best practices at both local and national levels



**APPENDIX B – BUDGET**

| Name                  | Title                                                           | FTE or Hours | Annual salary or Hourly rate | Amount           |
|-----------------------|-----------------------------------------------------------------|--------------|------------------------------|------------------|
| Aaqilah Islam         | Principal Analyst—Manager of Housing Justice System Initiatives | 40.00        | \$160,108                    | \$157,742        |
|                       |                                                                 |              |                              |                  |
| SALARY/WAGES SUBTOTAL |                                                                 |              |                              | \$157,742        |
| FRINGE BENEFITS       |                                                                 |              |                              | \$42,258         |
| <b>TOTAL</b>          |                                                                 |              |                              | <b>\$200,000</b> |

## **APPENDIX C – MANDATORY PRIME AWARD PROVISIONS**

1. **USE OF FUNDS:** Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee, contractor, or consultant and that there does not exist an agreement, written or oral, under which Urban or the Funder has caused or may cause the selection of a secondary grantee, contractor, or consultant.
2. **RESTRICTIONS ON USE OF FUNDS:**
  - 2.1 In connection with the activities to be funded under this Agreement, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.
  - 2.2 Your organization hereby confirms that Agreement funds will not be used for any of the following purposes:
    - a) To carry on propaganda, to lobby or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code (“Tax Code”));
    - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Tax Code);
    - c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Tax Code;
    - d) To offer or provide money, gifts, or any other things of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Funder or the project, including by assisting any party to secure an improper advantage in violation of the Foreign Corrupt Practices Act or similar laws of the countries in which the grantee operates;
    - e) To use directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities (each, a “Prohibited Party”); or
    - f) To use in or with respect to countries or individuals under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity, or organization from those countries.
  - 2.3 Attachment 1 and Attachment 2 to Appendix C are summaries of the types of activities prohibited under Section 4945 of the Tax Code.
  - 2.4 Further, your organization agrees to provide such information as either may reasonably request, including:

- a) information about persons or organizations that will or have received funds in connection with this Agreement and
- b) information regarding the steps and procedures that your organization uses to ensure that grant funds are not used to pay a Prohibited Party either through regranteeing or by contract.

### 3. INTELLECTUAL PROPERTY:

3.1 In signing this Agreement, your organization acknowledges that it has read the Funder's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment 3 to Appendix C). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this Agreement (Work Product, as defined in the General Terms and Conditions) shall be made available consistent with the terms of the Policy. To effect the widest possible distribution of the Work Product and to ensure that it furthers charitable purposes and benefits the public, the Funder shall have a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, any work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Funder to publish the any work produced, including Subrecipient Work Product, on the Funder's website in connection with the Funder's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Funder's grantmaking. Your organization further acknowledges and agrees to ensure Urban is provided all rights to execute any additional documents necessary to effect such license.

3.2 To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this Agreement and receiving the benefit of the Agreement funds (a "Third Party"), the intellectual property rights in Subrecipient Work Product is to be owned by such Third Party, your organization agrees to require that Urban shall have all rights to ensure the Funder be granted a license to any work produced under this Prime Award as outlined in this section.

4. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Funder, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Funder, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Funder through

Urban, which approval may be granted or withheld in the sole and absolute discretion of the Funder. Upon termination of this agreement, or at the request of Urban or the Funder at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Funder, via Urban, at no charge to the Funder or Urban, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.

5. WORKPLACE CONDUCT STANDARDS:

5.1 Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.

5.2 In the event Urban or its Funder learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, Urban and/or the Funder is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If Urban and/or the Funder concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, Urban may take such action as is appropriate under the circumstances, and/or as recommended by its Funder, including suspending future Agreement payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the Agreement. Prior to taking any action, Urban will discuss with your organization the proposed course of action and provide an opportunity to respond and suggest corrective action.

6. EVALUATING OPERATIONS: The Funder and Urban may monitor and conduct an evaluation of operations under this Agreement, which may include a visit from personnel to observe your organization's program, discuss the project with your organization's personnel, and review financial and other records and materials connected with the activities financed by this Agreement. Such visits shall be scheduled in advance for times mutually acceptable to your organization, the Funder, and Urban during normal business hours.

7. FUNDER GRANT REPORTS: The Funder may include basic information about this Agreement through a variety of public channels, including press releases, publications, videos, social media, and the Funder's website. If there are special considerations concerning the public announcement of this Agreement at your organization, if you plan to issue a public announcement of the Agreement, or if you would like to coordinate a public announcement of the Agreement, please reach out to Urban's Technical Contact prior to any such action.

## Attachment I to Appendix C:

### ***ATTEMPTS TO INFLUENCE LEGISLATION BY MacARTHUR FOUNDATION GRANTEES***

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

#### **Lobbying**

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

##### *Direct Lobbying*

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

##### *Indirect Lobbying*

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not.

Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

##### *Specific Legislation*

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

##### *Legislation*

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar procedure. Legislation of

the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

##### *Encouraging Recipient to Take Action*

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
  - a. opposing the communication's view with respect to the legislation,
  - b. undecided about the legislation,
  - c. the recipient's legislative representative, or
  - d. a member of the legislative committee that will consider the legislation.

#### **Exceptions**

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with which government would be expected to deal eventually. Accordingly, it is permissible to speak to

legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the communication for lobbying purposes. If it does, and if the

grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

### **Related Issues**

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

### **Questions**

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

## **PERMISSIBLE AND PROHIBITED ACTIVITIES**

### ***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

### ***Some Prohibited Public Policy Activities***

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

## Attachment II to Appendix C:

### ELECTIONEERING ACTIVITIES

This document provides guidance regarding the rules prohibiting participation in political campaigns. This overview is simplified for educational purposes. It is not legal advice and should not be relied on as such. Your organization should consult qualified legal counsel with questions.

The general rules are clear and easy to state: **Organizations described in section 501(c)(3) of the Internal Revenue Code -- or their equivalent as determined in accordance with applicable law -- may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.** For ease of reference, this general prohibition will be referred to as “electioneering activities”. The MacArthur Foundation is a section 501(c)(3) private foundation and it is subject to the prohibition on the use of its funds for electioneering activities (and lobbying).

There are no bright line rules defining electioneering activities, although they generally arise when there is (1) a candidate,<sup>1</sup> (2) that candidate is seeking public office, and (3) the activities involve participation or intervention in the candidate’s political campaign. The IRS applies a “facts and circumstances” test to determine whether an activity constitutes campaign intervention. **Nonpartisan voter education is not treated as campaign intervention.** Educational activities include “the instruction or training of the individual for the purpose of improving or developing his capabilities.” Educational activities also must present “a sufficiently full and fair exposition of the pertinent facts.”

To help evaluate whether a particular activity involves prohibited political campaign intervention, the following chart compares examples of situations in which the IRS has ruled that an activity constitutes prohibited campaign intervention with examples involving nonpartisan voter education:

| Political Campaign Intervention                                                                                                                                                                 | Nonpartisan Voter Education                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Basic Advocacy</b>                                                                                                                                                                           |                                                                                                                                                                                                                                                                                 |
| Expressly advocating for the election or defeat of an identified candidate or party, including through the use of code words or issues that are clearly associated with one candidate or party. | Providing neutral information about candidates, such as posting links to each candidate’s official campaign websites if the links are presented on a consistent neutral basis for each candidate with text saying, “For more information on Candidate X, you may consult ____.” |

<sup>1</sup> A candidate is defined under Section 1.501(c)(3)-1(c)(3)(iii) of the Treasury Regulations as “an individual who offers himself, or is proposed by others, as a contestant for an elective public office, whether such office be national, State, or local.”

## Electioneering Activities

| Political Campaign Intervention                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Nonpartisan Voter Education                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Guides on Voter Issues and Voting Records                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Publishing a single-issue voter guide reflecting candidates' positions on an area of interest to the organization. <b>[Consequently, a voter guide that reflected a candidate's position on only a single issue related to corruption would be problematic.]</b></p> <p>Preparing voter guides that convey a bias regarding candidates' positions on certain issues and distributing the guides to particular congressional districts close to the date of the election.</p> | <p>Publishing and making widely available the results of a questionnaire identifying the candidates' positions on a broad range of issues selected by the organization solely on the basis of their importance and interest to the electorate as a whole.</p> <p>Publishing and making widely available a compilation of voting records of Congressional members on a broad range of subjects when there is <b>no editorial opinion</b> and the content and structure of the publication do not imply approval or disapproval of any Congressional members or their voting records.</p> <p>Publishing a summary of the voting records of all incumbent members of Congress on selected legislative issues that are important to the organization, along with the organization's position on those issues, when there is limited distribution, no attempt to target distribution to areas where there are elections, and the timing coincides with the end of congressional sessions (the guide also included a caveat about judging the qualifications of an incumbent based on a few selected votes).</p> |
| Get Out the Vote Efforts                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Calling registered voters before an election, emphasizing the importance of particular issues, asking about the voters' views on those issues, and only engaging voters whose views are favorable to the organization's positions.</p>                                                                                                                                                                                                                                       | <p>Conducting or funding "get out the vote" drives that treat all voters equally, regardless of party affiliation or candidate preference (if known).</p> <p>The IRS has also ruled that an organization can focus voter education and outreach efforts on women voters, particularly in minority communities, through a variety of public events and locations if the organization provides assistance to anyone who requests it, regardless of party affiliation, and the organization does not comment on any candidate's qualifications and does not rate any candidates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Candidate Forums and Debates                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Holding a candidate forum that involves biased questioning procedures.</p>                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Sponsoring candidate debates or forums that include all qualified candidates if the moderator's questions cover a range of issues and do not reflect a bias for or against a candidate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

## Electioneering Activities

| Political Campaign Intervention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Nonpartisan Voter Education                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Use of Resources and Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Permitting directors, officers, and employees to use the organization's resources (e.g., email or mailing list) to engage in campaign activities, even if these directors, officers, and employees are only supporting the campaign in their personal capacities.</p> <p>Offering special support, services, or resources (e.g., reviewing issue papers) to one campaign, without making such support or services available on an even-handed basis to all candidates and failing to charge fair market value for such support or services.</p> | <p>Permitting directors, officers, and employees to engage in political campaign activities on a <b>personal basis</b> so long as they do not use the organization's resources (e.g., email or mailing list) to engage in campaign activities.</p> <p>Making the organization's facilities and other resources available to individuals or groups for political campaign purposes, provided they are made available on the same basis as to non-political groups or individuals, the organization doesn't promote or endorse the event, and ensures the facilities are equally available to all candidates and political parties.</p> |
| Rating Candidates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Rating candidates for elective public office, even if there is no mention of the candidates' party affiliation and the ratings are based on a standard of professional competence (e.g., approved as highly qualified, approved, or not approved) as opposed to a comparison of candidates.</p> <p>This can include hosting a platform for members of the public to learn more about candidate positions and express their preferences for candidates and publishing the ratings.</p>                                                           | <p>Hosting a platform for members of the public to listen to candidate positions and express their preferences for candidates without publishing or otherwise making available the ratings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Appearances at Public Meetings and Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Acknowledging the presence of an elected official who is also a candidate at a public event and highlighting the importance of his or her re-election in order to advance an issue.</p>                                                                                                                                                                                                                                                                                                                                                         | <p>Referencing the presence of an elected official who is a candidate attending a meeting or event without referencing that person's candidacy or the election.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

The following are additional activities that are **impermissible** under the rules:

- Candidate pledges, such as asking candidates to sign pledges (or covenants) to support your issue.
- Making financial contributions to candidates.
- Expressly advocating a vote for or against a candidate.
- Increasing the amount or volume of criticism of sitting officials who are also candidates in close proximity to an election.
- Endorsing a candidate.
- Making campaign contributions or expenditures on behalf of candidates.
- Restricting rental of mailing lists or facilities to only certain candidates or engaging in such business transaction for the first time with candidates.
- Publishing or communicating anything that explicitly or implicitly favors or opposes a candidate.

## Electioneering Activities

- Criticizing sitting legislators or other elected officials by attacking their personal characteristics or attacking them in their status as a candidate.

### Acting in a Personal Capacity

While 501(c)3 organizations cannot intervene in political campaigns, individuals that may be associated with the organization can in their personal capacity intervene in campaigns. It becomes very important, however, for the individual to be clear that he or she is acting as an individual and not on behalf of the organization. Written or spoken disclaimers indicating that the actions or words are in a personal capacity are critical to making the distinction especially if the individual occupies a high-profile place in the organization. In addition, the resources of the organization should not be used to advance the individual's political activity. This means the following types of resources or equipment belonging to the organization should not be used by the individual to further his/her own political activity: machines, phones, computers, mailing lists, email, office space, newsletters, internal communications or stationary among other items.

### Conclusion

This overview provides some examples of how the IRS has distinguished between political campaign intervention and nonpartisan voter education to help grantees comply with the Foundation's prohibition on the use of grant funds for political campaign activities. It is important to note that some of these activities may also intersect with the Foundation's prohibition on the use of funds for lobbying activities. In these cases, the grantee should ensure that the activities qualify under a relevant exception to the lobbying rules, such as the exceptions for nonpartisan analysis and research or the examination and discussion of broad social, economic, or other issues.

## Attachment III to Appendix C:

### Policy Regarding Intellectual Property Arising Out of Foundation Grants

#### Introduction

Foundation grants often result in tangible products, such as reports, papers, research, software, data sets, curriculum, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy articulates the principles guiding the Foundation's approach to the ownership and use of Grant Work Product. It addresses specifically the ownership, use, copyright to, distribution and licensing of the Grant Work Product arising from project grants by balancing the interests of the Foundation with the interests of the grantee and other interested parties.

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy.

#### Policy

The Foundation's policy is to ensure that use of the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination or availability of the Grant Work Product at minimal cost to the public or, when justified, at a reasonable price.

Distribution at a reasonable price may be justified when integral to the business plan and sustainability of a charitable organization or when the Foundation is satisfied that net revenues derived from the distribution will be used for charitable purposes.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product, delayed or non-registration of impact studies, or limited or delayed access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

Ownership of intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used substantially for charitable purposes. Copyright to or patent rights in the Grant Work Product will ordinarily remain with the grantee, but the Foundation will be granted a no-cost assignable license to use or publish the Grant Work Product consistent with this Policy. The Foundation may forego or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure the goals of this Policy.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy was initially adopted by the Foundation on September 18, 2008. It was last revised on September 10, 2015 and applies to grants awarded after that date.

## **Glossary**

**Creative Commons License:** A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

**Data:** All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

**Impact Study:** A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

**Open Source License:** A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

**Registry:** An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

**Research:** The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

**Source:** Evaluation Thesaurus. Michael Scriven.

**From:** [BOS Legislation, \(BOS\)](#)  
**To:** [Gil, Hailey \(HOM\)](#); [BOS Legislation, \(BOS\)](#)  
**Cc:** [Schneider, Dylan \(HOM\)](#); [Board of Supervisors \(BOS\)](#)  
**Subject:** RE: HSH Legislation - Finally Executed  
**Date:** Thursday, October 30, 2025 4:19:42 PM  
**Attachments:** [103096-0001-SFHSH-01 FE.pdf](#)  
[Attachments I-III Appendix C.pdf](#)

---

Hi Hailey,

Please forward executed documents to legislation that has passed to [board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org), also copied here. Thank you!

**Jocelyn Wong**

Legislative Clerk

San Francisco Board of Supervisors

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

T: 415.554.7702 | F: 415.554.5163

[jocelyn.wong@sfgov.org](mailto:jocelyn.wong@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

**(VIRTUAL APPOINTMENTS)** To schedule a “virtual” meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

Click [HERE](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

**Disclosures:** *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

---

**From:** Gil, Hailey (HOM) <[hailey.gil@sfgov.org](mailto:hailey.gil@sfgov.org)>  
**Sent:** Thursday, October 30, 2025 4:16 PM  
**To:** BOS Legislation, (BOS) <[bos.legislation@sfgov.org](mailto:bos.legislation@sfgov.org)>  
**Cc:** Schneider, Dylan (HOM) <[dylan.schneider@sfgov.org](mailto:dylan.schneider@sfgov.org)>  
**Subject:** HSH Legislation - Finally Executed

Good afternoon,

Please find the finally executed subgrant for Urban Institute Just Home program for inclusion in [File No. 250895](#).

Thank you,



**Hailey Gil (she/her)**

Senior Legislative Analyst

San Francisco Department of Homelessness and Supportive Housing

[hailey.gil@sfgov.org](mailto:hailey.gil@sfgov.org) | Cell: 415.926.9264

Learn: [hsh.sfgov.org](http://hsh.sfgov.org) | Follow: [@SF\\_HSH](https://twitter.com/SF_HSH) | Like: [@SanFranciscoHSH](https://twitter.com/SanFranciscoHSH)

*CONFIDENTIALITY NOTICE: This e-mail is intended for the recipient only. If you receive this e-mail in error, notify the sender and destroy the e-mail immediately. Disclosure of the Personal Health Information (PHI) contained herein may subject the discloser to civil or criminal penalties under state and federal privacy laws.*