

**PLACEMENT SOLUTIONS FOR PATIENTS AND TENANTS WHOSE NEEDS
EXCEED CURRENT PSH CAPACITY**

GRANT AGREEMENT

This GRANT AGREEMENT (this “**Agreement**”), dated as of _____, 2026, is entered into by and between HOMES FOR THE HOMELESS FUND LLC, a California limited liability company, (“**Grantor**”; “**HHF**”), and the City and County of San Francisco, a municipal corporation (“**Grantee**”; “**City**”).

A. Grantor is a wholly owned subsidiary of the Housing Accelerator Fund (“**HAF**”). While this Agreement and/or related documents may refer to HAF to provide program context, all services rendered, invoicing, and payments shall be administered through HHF as the contracting entity.

B. HAF, in the role of fiscal intermediary, is administering philanthropic grant funds to implement the City of San Francisco’s Breaking the Cycle Initiative (“**BTC**”) goals: to reduce street homelessness; to improve the quality of care for unhoused people; and to create a financially sustainable and effective system that provides the right care quickly and compassionately for unhoused residents.

C. Through HAF, Grantor administers the grant process and, except for evaluating compliance with the terms of this grant, neither HAF nor Grantor is responsible for the work performed by Grantee.

D. The San Francisco Department of Public Health (“**SFDPH**”), the implementing agency for this Agreement on behalf of Grantee, plays a central role in the City’s homelessness response system by coordinating health and behavioral health services for people living on the streets, in shelters, and in permanent supportive housing (“**PSH**”), including linking unhoused and formerly homeless residents to clinic-based care, residential treatment, and housing-focused case management.

E. With the assistance of BTC philanthropic funds, Grantee and SFDPH now seek to implement a pilot program to place patients and tenants whose health needs exceed current PSH services and property management capacity in alternative housing settings that better address the complexity of their physical and behavioral health needs (“**Program**”), as further described in Exhibit A, “Program Work Scope.”

F. Subject to the terms and conditions set forth in this Agreement, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a grant in the amount of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000) to be used by Grantee for the Program (“**Grant**”), as further described in Exhibit B, “Approved Budget.”

In consideration of the recitals hereof and the mutual promises and covenants set forth in this Agreement, the Grantor and Grantee agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” shall mean this Grant Agreement, as originally executed and as amended, modified or restated from time to time.

“**Approved Budget**” shall mean the budget attached as Exhibit B, attached hereto and incorporated herein.

“**Business Day**” shall mean any day other than a Saturday, Sunday or day on which commercial banks are required to close in San Francisco, California.

“**Code**” shall have the meaning set forth in Section 11.

“**Fiscal Year**” shall mean the period commencing on July 1 of each year and ending on June 30 of the immediately following year.

“**Grant**” shall have the meaning set forth in the preambles hereto.

“**Grantee**” shall have the meaning set forth in the preamble hereto.

“**Person**” shall mean any individual, partnership, limited partnership, limited liability company, corporation, unincorporated association, trust, government authority or other entity.

“**Program**” shall have the meaning set forth in the preamble hereto.

“**Program Work Scope**” shall mean the work scope attached as Exhibit A, attached hereto and incorporated herein.

Any of the terms used in this Agreement, unless the context otherwise requires, may be used in the singular or the plural depending on the reference. The terms “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole, unless the context otherwise requires. The term “including” as used in this Agreement, shall be deemed to mean “including, without limitation.” The titles and captions of the Articles and Sections of this Agreement are for convenience of reference only and do not in any way define or interpret the intent of the parties or modify or otherwise affect any of the provisions hereof.

Exhibit A: Program Work Scope
Exhibit B: Approved Budget
Exhibit C: Reporting

2. Grant and Disbursement Process. Grantor hereby grants and shall pay to Grantee, according to the disbursement process defined below in Section 2.1.0., a total Grant amount of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000) to be used by Grantee to implement the Program, as more specifically defined in Exhibit A and Exhibit B. Grant funds may not be used for any other purpose.

2.1.0. Conditions Precedent to Disbursement.

(a) The representations and warranties made by Grantee in this Agreement shall be true and correct in all material respects with the same effect as though representations and warranties had been made as of such time as each disbursement.

(b) Grantor has received in writing approval all City approvals necessary to accept and expend the Grant.

(c) Grantor has received a written draw request from the Grantee setting forth the proposed uses of funds consistent with the Approved Budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

3. Repayment.

(a) Grantee shall have no obligation to return any of the Grant amount to Grantor, and Grantor acknowledges and agrees that it is not making the Grant contemplated hereunder with the expectation to receive proceeds or income from the Project or with the expectation that any of the Grant amount will be returned to Grantor.

(b) Notwithstanding Section 3(a) above, should Grantee be unable to expend the Grant according to the terms of this Agreement by June 30, 2028, Grantee shall return any unused funds to Grantor.

4. Duties.

(a) Responsibilities. Grantor shall not have any duties or responsibilities to Grantee except those expressly set forth herein, nor any fiduciary relationship with Grantee, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against Grantor and in favor of Grantee.

(b) Reliance on Others. Grantee shall be entitled to rely in good faith on the advice and services of counsel, public accountants, broker/dealers, custodians, banks, property managers and other independent experts and service providers experienced in the matter at issue.

5. Representations and Warranties. Grantor and Grantee represent and warrant to the other that as of the date hereof: (i) it has the power and authority to enter into this Agreement and carry out its obligations hereunder; (ii) the execution of this Agreement has been duly authorized by it, and no other proceedings are necessary to authorize this Agreement, except as set forth in Section 2.1.0 (b); and (iii) none of the execution of this Agreement, the acts contemplated hereby or the compliance by it with any provisions of this Agreement will violate any provision of its governing documents.

6. Term. This Agreement shall remain in full force and effect until July 1, 2028.

7. Reporting. Grantee shall cause to be prepared and delivered to Grantor the reports described in Exhibit C, attached hereto and incorporated herein, according to the timelines provided in Exhibit C, and pursuant to the timelines referenced in Exhibit A.

(a) Grantee shall maintain separate accounting records for all Program expenditures.

(b) Grantee shall comply with all applicable City fiscal policies, procedures, laws and regulatory requirements related to the Program.

8. Indemnity.

(a) Grantee hereby unconditionally and irrevocably covenants and agrees to indemnify, protect, defend and hold harmless Grantor, its affiliates, successors and assigns, and all of its and their respective officers, directors, agents and employees against any and all claims, losses, damages, expenses, penalties, fines, liabilities, forfeitures, actions, causes of actions, judgments, reasonable attorneys' fees and related litigation or other dispute resolution costs, fees and expenses, and amounts paid in settlement actually incurred in connection with any matter arising from, related to or in connection with the negligence, bad faith or willful misconduct of Grantee in connection with the grant of funds from Grantor to Grantee or performance of Grantee's obligations under this Agreement except where the injury or loss is caused by the sole negligence or intentional wrongdoing of Grantor. As this Agreement is solely for a grant of funds by Grantor to Grantee, this defense and indemnification is intended to be interpreted as broadly as permitted by the laws of the State of California. This provision shall survive the termination, expiration, or cancellation of this agreement.

9. Notices. Unless expressly provided otherwise herein, all notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing (including by electronic mail) and shall be deemed to have been duly given, made and received (i) when delivered against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, (ii) if sent by an internationally reputable overnight air courier, one Business Day after mailing, (iii) in the case of electronic mail, with a copy sent as provided in clause (i) or (ii) of this sentence, when transmitted, in each case addressed as set forth below:

If to Grantor:

San Francisco Housing Accelerator Fund
564 Market Street, Ste. 225
San Francisco, CA 94104
Attn: Kate Hartley, Chief Lending Officer
Telephone: 510-504-3415
[E-mail: khartley@sfhaf.org](mailto:khartley@sfhaf.org)
with a copy to: Rebecca Foster, Chief Executive Officer,
rfoster@sfhaf.org

If to Grantee:

The City and County of San Francisco
Attn: Roland Pickens
375 Laguna Honda Blvd

San Francisco, CA 94116(415) _____
roland.pickens@sfdph.org

Any party may alter the address or electronic mail address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 9 for the giving of notice.

10. Governing Law; Jurisdiction. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California without giving effect to the principles, policies or provisions relating to choice or conflict of laws. Each of the parties hereto hereby irrevocably consents to the non-exclusive jurisdiction of the courts of the State of California and of any federal court located therein in connection with any suit, action or other proceeding arising out of or relating to this Agreement or the transactions contemplated hereby; agrees to waive any objection to venue in the State of California; and agrees that, to the extent permitted by law, service of process in connection with any such proceeding may be effected by mailing same in the manner provided in Section 9 of this Agreement.

11. Reserved.

12. Amendment; Merger. No amendment or modification of this Agreement shall have any force or effect unless it is in writing and signed by the parties. This Agreement supersedes all prior contracts and undertakings, written or oral, between the same parties concerning the same subject matter.

13. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party hereto, which consent may be withheld in the sole and absolute discretion of either party.

14. Counterparts. This Agreement may be executed in any number of counterparts by facsimile or other written form of communication, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

15. No Third-Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any Person other than the parties that are signatories hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto.

16. No Partnership. Nothing in this Agreement shall be deemed or construed to create a co-partnership or joint venture among all, or between any, of the parties.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, Grantee and Grantor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

APPROVED AS TO FORM:
David Chiu
City Attorney

CITY AND COUNTY OF SAN
FRANCISCO
a municipal corporation

By: _____
Arnulfo Medina
Deputy City Attorney

By: _____
Name: Roland Picken

Title: Director of the San Francisco Health
Network

HOMES FOR THE HOMELESS FUND, a
California public benefit corporation

By: _____

Name: Kate Hartley

Title: Chief Lending Officer

Exhibit A

Program Work Scope

Detailed Project Plan:

Grantee seeks to transform the care it provides to behaviorally complex patients with cognitive impairment experiencing barriers to getting the right services to age-in-place or to be moved to a higher level of care. This Program will complete a deeper, systemwide analysis of the current barriers for this population, create an interdisciplinary team with executive and systems-level support, implement innovative, transitional services for a pilot group of patients, evaluate Grantee's impact, and identify promising avenues to address this challenge going into the future. Administratively, the team will be largely SFDPH and San Francisco Department of Homelessness and Supportive Housing ("HSH") staff and existing employees for project management, data analysis, and patient/tenant utilization review, with key subject-matter and project expertise from the University of California – San Francisco ("UCSF") and HAF-affiliated project staff.

The majority of the funds will be used for the most critical aspects of the program, i.e. to strategically test temporary, patient and tenant-centered interventions that are not available in the City's current system. Examples of uses of patch funding:

- 1:1 behavioral coaching to support stabilization and transition
- Private or single-room accommodations to reduce environmental triggers in the hospital or once in housing or other placement.
- In-home care to support patients in existing housing placements
- Temporary, non-profit surrogate decision makers (fiduciaries) to be legally responsible for decision-making while awaiting lengthy guardianship processes to conclude.
- "Single Case Agreements" with facilities or providers to secure placements for individuals with unique or high-acuity needs, such as those with behavioral dysregulation.



Timeline and Milestones

Dates: May 2026 to June 2028

Months 0–6: Rapid discovery, Design, and Team Building

- Immediate action (0 – 3 months):
 - Build a core interdisciplinary team (e.g. geriatric medicine, nursing, social work, behavioral health, placement, housing services, etc.) and define roles.
 - Identify a larger systems-wide and leadership-level team to provide key guidance throughout the Program as needed and at least quarterly.
 - Identify potential older adults (and others with similar circumstances and symptoms) in our system for inclusion in the cohort and refine inclusion criteria and target interventions.
 - Map the current-state journey for 20 cases of high-acuity adults across touchpoints.
 - Develop single-case agreements for high-complexity patients.
 - Identify a project Data Lead.
- Research and preparation:
 - Map the current inventory of options for care, e.g. Skilled Nursing Facilities (“SNF”), Psych SNF, Residential Care Facilities for the Elderly (“RCFE”), highly resourced PSH, etc.
 - Create a skill-building curriculum for service and health care providers in the City system of care, e.g. behavior management in people with dementia.
 - Identify policies and practices that can negatively affect the target population.

- Build relationships with facilities and agencies, payers and delivery systems, community-based organizations, patient groups and advocates, etc., that serve this population.
- Develop and finalize outcome metrics and key performance indicators (“KPI”) that build on DPH and HSH data partnerships for the programs, e.g. what can the City track in its HMIS/ONE System and health care data, delineate tracking timelines. See “Program Staffing Roles and Resource Commitments” table below for additional information related to proposed milestones and responsible parties.

6-month Milestones	Responsible Parties
Core interdisciplinary team, governance group, inclusion criteria, and single-case agreement processes are fully defined and in use.	Project Lead, Executive Sponsor
Initial mapping and analysis of 20 high-acuity cases is completed, and draft KPIs and outcome metrics are agreed upon with DPH/HSH partners.	Project Lead, Executive Sponsor, Data Lead

Months 7–18: Program Implementation and Iteration

- Serve the first Program cohort with innovative housing or care with Program arrangements, e.g. (1:1 behavioral coaching, private rooms, in-home care, single-case agreements).
- Stand up a system-wide “placement and stabilization dashboard” to track each patient’s status and barriers in real time.
- Collect and regularly present KPI data.
- Regularly review progress on key barriers, refine workflows, and adjust the Program plan.
- Suggest policy revisions as needed.
- Deliver appropriate training and education to staff and partners.
- Recommend policy initiatives to support sustainability and improve services over time.
- Begin roadmap to a “future-state”, SFDPH-wide dementia pathway and standard work for high-acuity, behaviorally complex patients.

12-month Milestones	Responsible Parties
First Program cohort is fully enrolled and receiving innovative housing/care arrangements (e.g., 1:1 behavioral coaching, private rooms, in-home care, single-case agreements).	Program Lead, Executive Sponsor
Placement and stabilization dashboard is live and used routinely to track patient status, barriers, and KPIs across the system.	Data Lead
18-month Milestones	
Early Program outcomes (e.g., housing stability, utilization, behavioral crises) are analyzed and shared with system leadership, with recommended policy and workflow changes.	Program Lead, Data Lead, Executive Sponsor

A sustainability/scale-up proposal for the model (staffing, financing, and data infrastructure) is developed and presented to leadership for decision-making.	Program Lead, Executive Sponsor
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Months 19-26: Consolidation, Scale Design, and Sustainability

- Finalize analysis of outcomes and ROI for the Program.
- Finalize and begin implementing policy initiatives to support sustainability and improved services over time.
- Formalize and begin implementing a “future-state”, SFDPH-wide dementia pathway and standard work for high-acuity, behaviorally complex patients.
- Codify training to build dementia competency across SFDPH, HSH and shared providers.
- Develop long-term financing options (e.g., ongoing public funding, managed care partnerships), using Program data on cost avoidance and outcomes.
- Produce and disseminate a learning report and toolkit (pathways, contracts, rate structures, staffing models) to support replication.

26-month Milestones:	Responsible Parties
Complete a full Program evaluation (implementation, outcomes, and equity impacts), including analysis of KPI trends, utilization and housing stability outcomes, and qualitative feedback from participants, staff, and partners, and present findings to SFDPH, HSH, and system leadership.	Project Lead, Data Lead, Executive Sponsor
Develop and secure leadership decisions on a sustainability and scale-up plan (e.g., ongoing staffing model, financing strategy, data/dashboard ownership, and any required policy or contract changes) based on Program results.	Executive Sponsor

Program Staffing Roles and Resource Commitments

The table below outlines the divisions, staff roles, and responsibilities needed to operationalize the Program. This is intended as a working framework and can be refined based on Grantee’s leadership input.

Division / Unit	Proposed Role	Key Responsibilities	Estimated Effort
Function: Executive Oversight & Accountability Group			
DPH (BHS, AC, ZSFG) + HSH + DAS	Executive Sponsors	>Ensure key administrative and departmental barriers are moved for project success >Ensure accountable of all groups within DPH to the goals of this project	PRN and formal quarterly check-ins
DPH (BHS, AC, ZSFG) + HSH + DAS + SFHP	System Leads	> Steward cross-dept Program operations; direct staff; problem-solve and escalate issues to execs > Report to BTC funders and exec sponsors >Make recommendations for and implement system changes > Partner in identifying gaps in the current benefit and service landscape and support problem-solving where coverage or payment barriers exist > Contribute to ROI analysis, including avoided utilization and cost offsets > Participate in planning for sustainability and potential future resource alignment to support this population beyond the Program period	
DPH PM / KPO / HSH Planning	Project Management Process mapping	>Administrative functions >Process mapping known and newly identified barriers >Identifying relevant policies for review	25%
Function: High-Acuity Placement Team			
UCSF-affiliation, HAF-Affiliation	Program implementation	>Convene placement team >Lead Program cases >Steward funds and coordinate solutions with City teams <ul style="list-style-type: none"> • SW- building relationships, move the respective care coordination teams together 	Funded via Program

		<ul style="list-style-type: none"> Med Dir- Building relationships, medical and behavioral care plan, convene case conferences <p>>Relationship building, forming partnerships, advancing this role of bridge building as a permanent one within DPH</p>	
DPH WPIC (PHACS, Shelter Health & Street Health)	Clinical case review & support	<p>>Identify clients; provide clinical input on PSH feasibility; support transition planning</p> <p>>Identify internal PHACS SW and ECM team members for linkages to care and supporting care plan on site</p>	Partial FTE
UCSF Citywide	Clinical case review & support	>Identify clients; provide clinical input on PSH feasibility; support transition/stabilization planning	As needed
DPH Behavioral Health Services (RSOC)	Behavioral health expertise & alignment	>Assess BH eligibility; advise on care models and eligibility (BH vs. dementia); coordinate when BH services intersect	As needed
DPH Hospital / Acute Care Services / Discharge Team	Hospital interface & flow	>Identify long-stay patients; coordinate discharge planning with the hospital DOCC; escalate barriers	As needed
DPH Laguna Honda	Interface with LHH admissions and DOCC	>Identify cases that could eventually be candidates for admission or may be coming out of LHH and will be high-acuity in the community	As needed
HSA DAS	Interface with Public Guardian's office and most frequently used resources (APS, PC, IHSS)	<p>>Coordination between APS, PG/PC offices, and other DAS services, e.g. IHSS</p> <p>>Coordination with contract-mode IHSS (Homebridge)</p>	As needed
HSH - PSH	Interface with HSH programs and processes	<p>>Guide connections to frontline providers to identify clients and assist the case review process</p> <p>>Work on coordinated entry process to identify this group as quickly as possible</p>	As needed

SME-Law	Elder law expertise	>Identify key legal barriers and potential solutions for early intervention	As needed
SME- On site services	On-site services and Home Health expertise	>Coordinate on identifying clients, expanding services to appropriate buildings,	As needed
External contacts	External care coordination from other hospitals/facilities	>Make contacts at discharge for Identify SFHN patients who are high-acuity	As needed
SF Health Plan	Payer role	>Participate in case conferences to support care planning and placement decisions > Ensure the Program is maximizing currently available benefits and coverage options for enrolled members	As needed
Function: Data and Tracking			
DPH Analytics Data + HSH Data	Dashboard & reporting	>Develop and maintain tracking of patients/clients >Support analysis of outcomes >Create dashboard for key metrics	DPH + HSH time
Function: Placement Fund & Contracting			
DPH Contracts and Finance	Administer funds Develop and execute contracts	>Establish or build on existing placement funds >Establish new contracts, maintain them in good standing	20% time to initiate a contract and new payee

Exhibit B

Approved Budget

Category	Year 1 -July 2026 – June 2027	Year 2 July 2027- June2028	Total
DPH Contract			\$3,133,625
Care Services			
Flexible fund for Single Case Agreements: Supplemental Home Care , 1:1 Behavioral Coaching , Complex Placements in SNF, Enhanced Facility Staffing, Transportation*	\$1,250,000	\$1,665,000	\$2,915,000
Administrative costs for processing contracts (7.5%)	\$93,750	\$124,875	\$218,625
UCSF Affiliation Agreement			\$455,131
Personnel			
Social Worker (0.65 FTE)	\$150,357	\$143,615	\$293,972
Medical Director (0.2 FTE)	\$79,389	\$81,770	\$161,159
Contingency**			\$161,244
TOTAL			\$3,750,000

*Single participant expenditures shall not exceed \$250,000 without approval by Grantee’s Chief Medical Officer and SFDPH’s Director of Ambulatory Care Services (or, as applicable, a more senior Grantee team member.)

**Contingency funding shall be available for the Program at the discretion of Grantor, pursuant to a written request for such funding from Grantee, including a detailed explanation of the need for additional funds.

Exhibit C

Reporting

Summary of Reporting Plan

- At 3 Months (by August 2026): report on progress on developing relationships and agreements, identifying clients and patients who could be potential Program participants.
- At 6 months (by November 2026): report on preliminary impact of the program for clients served, finalized outcome metrics and key performance indicators (KPI).
- At 12 months (by April 2027): report on progress toward milestones, KPIs, risk mitigation, policy insights, and early avenues toward sustainability.

At 26 months (by June 2028): report on program progress toward all milestones, KPIs, risk mitigation, policy insights, and plan for long-term sustainability.

Program and Reporting Objectives

Evaluation: Grantee shall pursue a rigorous evaluation of key metrics on the Program's target population that show the impact of the Program and identify areas to address challenges going into the future. In the first month Grantee will identify an SFDPH Data Lead to support refinement of these KPIs and metrics to meet SFDPH, HSH, and City goals as well as establish data infrastructure.

Goal: Over a period of two years, serve 20 individuals whose needs far exceed current service capacity in Permanent Supportive Housing and/or who are, after residing in PSH, using excessive bed days in the hospital without medical need.

Proposed KPIs:

For each person served Grantee will track the following key metrics:

- Number of days housed in PSH
- Number of emergency room visits
- Number of hospitalizations
- Number of inpatient bed days that were clinically necessary
- Number of inpatient bed days that were not clinically necessary (due to system blockage)

Grantee will identify and record each client's barriers to care including but not limited to the following:

- Behavioral symptoms (aggression, wandering, needing 1:1)
- Refusing services
- Lacks a decision maker (and may need probate guardianship or other temporizing interventions)

- How the diagnosis of “cognitive impairment” or “dementia” specifically creates barriers
- Lack of payer for more intensive and specific needs
- Co-morbidities, such as need for SUD-treatment or long-acting HIV medication

Grantee will rigorously monitor the details of the Program’s expenditures per person and in aggregate.

- Total cost of service
- Service provider (direct by interdisciplinary team, onsite staff, roving teams)
- Service rate structure (if applicable)