

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. (415) 554-5184  
Fax No. (415) 554-5163  
TDD/TTY No. (415) 554-5227

## MEMORANDUM

HOMELESSNESS AND BEHAVIORAL HEALTH SELECT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Hillary Ronen, Chair  
Homelessness and Behavioral Health Select Committee

FROM: Stephanie Cabrera, Assistant Clerk

DATE: September 8, 2023.

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, September 12, 2023

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, September 12, 2023. This Resolution was acted upon at the Homelessness and Behavioral Health Select Committee meeting on Friday, September 8, 2023, at 10:00 a.m., by the votes indicated.

**Item No. 20                      File No. 230870**

**Resolution approving the first amendment to the grant agreement between Brilliant Corners and the Department of Homelessness and Supportive Housing (“HSH”) for housing location and rental assistance for young adults in rapid re-housing; extending the grant term by 24 months from June 30, 2024, for a total term of July 1, 2021, through June 30, 2026; increasing the agreement amount by \$17,409,402 for a total amount not to exceed \$27,309,402; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement/contract that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.**

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Hillary Ronen - Excused  
Supervisor Rafael Mandelman - Aye  
Supervisor Shamann Walton - Excused  
Supervisor Myrna Melgar - Aye

Cc: Board of Supervisors  
Angela Calvillo, Clerk of the Board  
Alisa Somera, Legislative Deputy  
Anne Pearson, Deputy City Attorney

File No. 230870

Committee Item No. 2

Board Item No. 20

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: September 8, 2023

Board of Supervisors Meeting: \_\_\_\_\_ Date: September 12, 2023

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU - FY2022-2024 - Clean                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU - FY2022-2024 - Redline                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract / DRAFT Mills Act Agreement         |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                                     |                                     |                                     |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Original Agmt 070121</u>         |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>FYI Referral 073123</u>          |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Committee Rpt Request 083123</u> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>HSH PPT 090823</u>               |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                               |
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Prepared by: Stephanie Cabrera

Date: August 31, 2023

Prepared by: Stephanie Cabrera

Date: September 8, 2023

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Grant Agreement Amendment - Brilliant Corners - Young Adult Rapid Re-Housing - Not to  
2 Exceed \$27,309,402]

3 **Resolution approving the first amendment to the grant agreement between Brilliant**  
4 **Corners and the Department of Homelessness and Supportive Housing (“HSH”) for**  
5 **housing location and rental assistance for young adults in rapid re-housing; extending**  
6 **the grant term by 24 months from June 30, 2024, for a total term of July 1, 2021,**  
7 **through June 30, 2026; increasing the agreement amount by \$17,409,402 for a total**  
8 **amount not to exceed \$27,309,402; and authorizing HSH to enter into any additions,**  
9 **amendments, or other modifications to the agreement/contract that do not materially**  
10 **increase the obligations or liabilities, or materially decrease the benefits to the City.**

11  
12 WHEREAS, The mission of the Department of Homelessness and Supportive Housing  
13 (“HSH” or “Department”) is to prevent homelessness when possible and make homelessness  
14 rare, brief, and one-time in the City and County of San Francisco (“the City”) through the  
15 provision of coordinated, compassionate, and high-quality services; and

16 WHEREAS, As of the 2022 Point-in-Time Count, there were approximately 1,000  
17 young adults between the ages of 18 and 24 (“young adults”) experiencing homelessness in  
18 San Francisco on any given night; and

19 WHEREAS, The City is committed to expanding and maintaining housing options for  
20 young adults experiencing homelessness; and

21 WHEREAS, HSH has 830 units of housing dedicated to young adults experiencing  
22 homelessness, including 340 units of rapid re-housing (“RRH”) in private-market units; and

23 WHEREAS, The nonprofit Brilliant Corners has extensive experience providing housing  
24 location and rental assistance services at scattered-site housing programs, including RRH  
25 programs; and

1           WHEREAS, HSH entered into a grant agreement (“Agreement”) in 2021 for the term  
2 July 1, 2021, through June 30, 2024, in an amount not to exceed \$9,900,000 with Brilliant  
3 Corners to continue to provide housing location and rental assistance for at least 150 young  
4 adults in RRH, a copy of which is on file with the Clerk of the Board of Supervisors in File No.  
5 230870;

6           WHEREAS, Brilliant Corners provided housing location and rental assistance for 406  
7 young adults in HSH’s RRH programs between July 2021 and June 2023; and

8           WHEREAS, The proposed first amendment (“Amendment”) to the Agreement would  
9 extend the Agreement for Brilliant Corners to continue to provide these services for 175 young  
10 adults by 24 months for a total term of July 1, 2021, through June 30, 2026, and increase the  
11 agreement amount by \$17,409,402 for a total amount not to exceed \$27,309,402; and

12           WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross  
13 Receipts Tax for Homelessness Services), passed by San Francisco voters in November  
14 2018, to fund the Our City, Our Home (“OCOH”) Fund, in order to expand and complement  
15 existing funding and strategic efforts to prevent and end homelessness for San Franciscans,  
16 including housing programs; and

17           WHEREAS, One hundred percent of the Agreement is funded from the OCOH Fund;  
18 and

19           WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of  
20 Supervisors in File No. 230870, substantially in final form, with all material terms and  
21 conditions included, and only remains to be executed by the parties upon approval of this  
22 Resolution; and

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

25

1           RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director  
2 of HSH (“Director”) or their designee to execute the Amendment to extend the current term of  
3 July 1, 2021, through June 30, 2024, to July 1, 2021, through June 30, 2026, and to increase  
4 the not to exceed amount by \$17,409,402 for a total amount not to exceed \$27,309,402; and,  
5 be it

6           FURTHER RESOLVED, That the Board of Supervisors authorizes the Director or their  
7 designee to enter into any amendments or modifications to the Amendment, prior to its final  
8 execution by all parties, that HSH determines, in consultation with the City Attorney, are in the  
9 best interest of the City, do not otherwise materially increase the obligations or liabilities of the  
10 City, are necessary or advisable to effectuate the purposes of the grant, and are in  
11 compliance with all applicable laws; and, be it

12           FURTHER RESOLVED, That within 30 days of the Amendment being executed by all  
13 parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy  
14 for inclusion in File No. 230870; this requirement and obligation resides with HSH, and is for  
15 the purposes of having a complete file only, and in no manner affects the validity of the  
16 approved agreement.

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Recommended:

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Shireen McSpadden  
Executive Director  
Department of Homelessness and Supportive Housing

<b>Item 2</b> <b>File 23-0870</b>	<b>Department:</b> Homelessness & Supportive Housing
<b>EXECUTIVE SUMMARY</b>	
<p><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve the first amendment to the grant agreement between Homelessness and Supportive Housing (HSH) and Brilliant Corners for rapid re-housing services for young adults to increase the amount by \$17,409,402 for a not to exceed total amount of \$27,309,402 and extend the term by two years for a total term of July 2021 through June 2026.</li> </ul> <p><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Rising Up Initiative, a public-private partnership led by HSH and Larkin Street Youth Services, aims to reduce youth homelessness by providing programming, including problem solving to prevent homelessness, rapid re-housing to help youth exit homelessness, and wrap-around services such as education and employment support. Brilliant Corners provides housing location and rental assistance services for all youth that participate in rapid rehousing through Rising Up.</li> <li>• Under the Rising Up Initiative rapid re-housing program, participants pay rent equal to up to 50 percent of their income, and the remaining rent is subsidized up to a maximum of \$27,000 per tenant over a maximum term of three years. There is no monthly maximum subsidy; participants can use the maximum amount more quickly or more slowly as needed and may also claim their remaining subsidy balance of up to \$11,000 as an incentive and exit the program after stabilizing in housing for at least twelve months.</li> <li>• According to program monitoring results, the grantee did not meet longer-term housing stability objectives of the grant due to subsidy size limitations—70 percent of participants remained housed for at least three years compared to the objective of 80 percent. Based on the average monthly subsidy over the grant period to date (\$1,443), tenants would hit the subsidy limit (\$27,000) in 18.7 months on average.</li> </ul> <p><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed FY 2023-24 annual budget is \$5.5 million, which includes \$4.2 million for direct client costs (77 percent). The proposed FY 2023-24 budget is based on the average monthly rental subsidy as of July 2023 (\$1,750) and 1,968 subsidy disbursements. The grant is funded by Proposition C Homelessness Gross Receipts Tax revenues.</li> </ul> <p><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

**Rising Up Initiative to Reduce Youth Homelessness**

In 2019, Mayor Breed established a goal to reduce youth homelessness by 50 percent under the Rising Up Initiative, a public-private partnership led by the Department of Homelessness and Supportive Housing (HSH) and Larkin Street Youth Services, as the anchor non-profit agency. The Rising Up Initiative model includes several types of programming, including problem solving to prevent homelessness and rapid re-housing to help youth exit homelessness and wrap-around services including education and employment support. According to the March 2023 Rising Up Initiative Update, the Initiative provided 227 youth with problem solving resolutions and housed 369 youth between January 2019 and March 2023.

*Rapid Re-housing Subsidy Model*

Under the Rising Up Initiative rapid re-housing program component, participants pay rent equal to up to 50 percent of their income, and the remaining rent is subsidized up to a maximum of \$27,000 per tenant over a maximum term of three years. There is no monthly maximum subsidy; participants can use the maximum amount more quickly or more slowly as needed and may also claim their remaining subsidy balance of up to \$11,000 as an incentive for careful money management and exit the program after stabilizing in housing for at least twelve months.<sup>1</sup> According to HSH staff, this is a more flexible subsidy model with a financial incentive for clients, compared to stand-alone rapid re-housing programs that establish maximum monthly subsidies for a given period of time.

The maximum subsidy of \$27,000 over a three-year period was calculated with the assumption that participants would share housing with other participants, and providers were required to facilitate roommate matching at the beginning of the program according to HSH staff. However, providers had challenges identifying sustainable matches for each participant due to participants' unique experiences, needs, and trauma histories. As a result, roommate matching is no longer a program requirement, but providers encourage participants to find roommates according to HSH staff.

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<sup>1</sup> Youth must also pay their rent in full for three consecutive months prior to their incentive request, and be employed for a minimum of four consecutive months at the time the incentive request is submitted.



**Brilliant Corners Grant Agreement for Rapid Re-housing**

Brilliant Corners provides housing location and rental assistance services for all youth that participate in rapid rehousing through Rising Up. Several community-based organizations provide housing focused case management and referrals to support services.<sup>2</sup> In July 2021, HSH entered into an original grant agreement with Brilliant Corners to provide these services for Transitional Age Youth (TAY) aged 18 to 24 in an amount not to exceed \$9.9 million for the term July 2021 through June 2024. The original agreement did not require Board of Supervisors' approval because the grant amount was less than \$10 million.

Under the existing agreement, Brilliant Corners provides housing location, housing coordination, rental assistance, and landlord liaison services to identify suitable private market units and support housing placements for at least 150 TAY at any given time. The proposed amendment would increase the number of clients served by the grantee from 150 to 175.

Tenants pay rent equal to up to 50 percent of their income, and the remaining rent is subsidized by the grantee up to a maximum of \$27,000 per tenant (per program guidelines) and a maximum term of three years. According to HSH staff, 406 unique clients have been served by the grantee under the agreement between July 1, 2021 and June 12, 2023, including 380 clients that were housed and 26 clients actively searching for permanent housing. The average monthly rental subsidy was \$1,443 per client.

**Selection of Provider**

HSH selected Brilliant Corners based on authorities outlined in Chapter 21B of the Administrative Code, which allows HSH to award homeless service contracts without a competitive procurement process to expeditiously address the homelessness crisis. This code section sunsets in March 2024 or if the Point-in-Time Count falls below 5,250. Brilliant Corners was selected to provide these services previously under a competitive procurement.<sup>3</sup>

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<sup>2</sup> The other rapid re-housing service providers are Larkin Street Youth Services, 3rd Street Youth Center and Clinic, At the Crossroads, First Place for Youth, and Five Keys Schools and Programs. Services outside the Brilliant Corners agreement are funded with private dollars.

<sup>3</sup> In 2019, Brilliant Corners was selected through a Request for Proposals (RFP) to provide housing locator services and rental assistance to TAY. Brilliant Corners was the sole proposer and awardee for housing locator services under the RFP (with a score of 78.67 out of 100 points possible) and lower scoring of two proposers for the Rental Assistance service portion (with a score of 78.67 compared to 82.17 for First Place for Youth out of 100 points possible). During negotiations with the two proposers for Rental Assistance services, HSH determined that it would be preferable to have one provider for these services for the Rising Up Initiative. HSH selected Brilliant Corners after the other proposer offered to provide Housing-Focused Case Management for the program (without rental assistance services). The selection panel consisted of the following: Program and Planning Manager from the Department of Children Youth and Their Families, Program Manager from the Department of Public Health, and Family Shelter & Transitional Housing Program Manager from HSH.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to the grant agreement between HSH and Brilliant Corners for rapid re-housing services for young adults to increase the amount by \$17,409,402 for a not to exceed total amount of \$27,309,402 and extend the term by two years for a total term of July 2021 through June 2026.

### Client Eligibility and Referrals

Under the proposed amended agreement, the grantee would continue to serve Transitional Age Youth (TAY), who have income below 50 percent of Area Median Income (AMI) and are experiencing homelessness.

HSH refers eligible participants via the Coordinated Entry System, which organizes the Homelessness Response System, with a population specific assessment, centralized data system, and prioritization method. The Coordinated Entry assessment measures chronicity of homelessness, vulnerability, and barriers to housing. Clients who are “Housing Referral Status” based on the assessment are referred to appropriate housing programs based on their unique needs.

### Services

Under the amended agreement, Brilliant Corners would provide the following services to support housing placements for 175 TAY per year:

- Housing Location Services to conduct a comprehensive housing search to identify and secure housing units that meet the needs of the served population.
- Housing Coordination Services to match tenants to housing opportunities and eliminate barriers to housing placement (such as outstanding utility debt), including lease negotiation and review on behalf of tenants, support to prospective tenants to secure units, and other services.
- Rental Assistance to issue and document timely and accurate rental subsidy payments to landlords and property management for a term not to exceed three years as well as payment for items needed during housing search and move-in (such as application fees, security deposit, furniture, and moving costs). The grantee must recertify client eligibility at least every three months and may provide rental subsidies for units outside of San Francisco if a client requests to leave the City or if suitable units cannot be found in the City.
- Landlord Liaison Services between landlords and tenants to support ongoing housing stability, including monthly home visits for the first three months and quarterly visits thereafter to monitor housing conditions and support tenant and landlord relationships, collaboration with case managers to ensure tenants are able to pay rent on time and resolve any tenancy issues, response to lease violation or other complaints, and ensuring landlords conduct repairs and fulfil their legal responsibilities.

The agreement also requires that the grantee provide translation and interpretation services and provide a means for clients to provide feedback and submit complaints.

### System of Care

According to HSH's Housing Inventory Dashboard, the Department has 340 units of rapid re-housing for TAY, reflecting 41 percent of housing units for TAY (with the remaining 59 percent of housing units being permanent supportive housing).<sup>4</sup> During the 2022 Point-in-Time count, San Francisco counted 987 unaccompanied TAY experiencing homelessness, an 11 percent decrease from 1,091 in 2019.

### Program Monitoring

Under the agreement, the grantee is subject to program monitoring. The agreement includes four outcome objectives including one related to resolution of lease violations and eviction notices and three related to the duration of client tenancy. According to the program monitoring results letter dated May 12, 2023, the grantee met one out of four objectives, as shown in Exhibit 1 below. According to the letter, the grantee had challenges tracking the outcome objective related to resolution of lease violations and evictions because resolutions depend on clients self-reporting problems and recommended this measure be changed to capture the percentage of reported evictions resolved, rather than total evictions. Program results showed that the grantee met the short-term housing stability objective (i.e., 90 percent of participants remain housed for at least one year) but cited challenges meeting longer-term housing stability objectives (i.e., 80 percent of participants remain housed for at least three years) due to subsidy size limitations. Based on the average monthly subsidy over the grant period to date (\$1,443), tenants would hit the subsidy limit (\$27,000) in 18.7 months on average.

#### Exhibit 1: Outcome Objectives, May 2023

Measure	Objective	Actual
Percent of Lease violations/eviction notices grantee receives that are successfully resolved	95%	Not Recorded
Percent of Participants that remain housed (or exit to other permanent housing) for at least:		
One year	90%	97%
Two years	85%	72%
Three years	80%	70% <sup>5</sup>

Source: HSH

The program monitoring results letter also identified findings in the following areas:

<sup>4</sup> HSH Housing Inventory Dashboard: <https://hsh.sfgov.org/services/the-homelessness-response-system/housing/>

<sup>5</sup> According to HSH staff, of the 30% that did not remain stably housed for at least three years: 6% exited to homelessness, 2% exited to institutional settings, 11% exited to temporary housing, and 12% had other or unknown exit destinations.

- **Program Management and Oversight:** Brilliant Corners was missing required documentation, including Reasonable Accommodation forms, Termination Policy, Conflict of Interest forms, HMIS Privacy Policy displays, and Notice of Rights for People with Disabilities.
- **Eligibility:** Brilliant Corners was missing required documentation, including, copies of participant releases of information, and participant rights and responsibilities and program overview information in intake packets
- **Service Provision:** Brilliant Corners did not conduct full inspections to assess housing conditions for units found by participants and copies of participant leases were missing Violence Against Women Act (VAWA) lease addenda and inspections documentation.

HSH required that the grantee provide a plan to correct these issues by June 16, 2023. According to the grantee's response to the program monitoring site visit results in a letter dated June 14, 2023, the grantee has corrected all missing documentation findings under Program Management and Oversight and Eligibility. The Grantee also plans to correct the Service Provision findings by sending out VAWA lease addenda to all current landlords providing to all new landlords going forward and inspecting all units found by participants.

### **Fiscal and Compliance Monitoring**

In May 2023, the Human Services Agency (HSA) conducted fiscal and compliance monitoring of Brilliant Corners for FY 2022-23. HSA identified two findings<sup>6</sup> related to the grantee's documentation of employee time for payroll purposes, which the grantee has committed to correcting as soon as possible.

### **FISCAL IMPACT**

The proposed resolution would approve the grant agreement between HSH and Brilliant Corners for a total not-to-exceed amount of \$27,309,402, including a 20 percent (of budgeted expenditures from FY 2023-24 through FY 2025-26) contingency of \$3,095,908, as shown in Exhibit 2 below. The grant is funded by Proposition C Homelessness Gross Receipts Tax revenues.

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<sup>6</sup> Findings included: (a) employee time was not separately tracked by funding source or program; and (b) timesheets of employees paid with City funds were not consistent with invoices reviewed.

**Exhibit 2: Proposed Grant Budget**

<b>Expenditures</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>Total</b>
Salaries & Benefits	\$930,002	\$998,288	\$1,001,743	\$1,031,795	\$1,062,749	\$5,024,578
Operating Expense	154,916	159,471	118,626	124,201	130,161	687,373
Indirect Cost (15%)	162,738	173,664	168,055	173,399	178,936	856,793
Client Pass-Through*	3,084,727	3,070,151	4,204,843	3,663,739	3,621,289	17,644,750
<b>Total Expenditures</b>	<b>\$4,332,383</b>	<b>\$4,401,573</b>	<b>\$5,493,267</b>	<b>\$4,993,135</b>	<b>\$4,993,136</b>	<b>\$24,213,494</b>
Contingency (20%)**						3,095,908
<b>Not to Exceed</b>						<b>\$27,309,402</b>

Source: Proposed Amended Grant Agreement

\* Client Pass Through expenditures are funds that are paid directly by the grantee on behalf of clients of the program. This includes rental subsidy payments, security deposits, furniture costs, relocation costs, damage mitigation funds, vacant unit costs, client utilities and miscellaneous client costs, and lease extensions costs. These costs are not included in the indirect calculation.

\*\* Calculated as 20 percent of budgeted expenditures for the proposed remaining three years of the grant (FY 2023-24 through FY 2025-26)

The FY 2023-24 annual budget is \$5.5 million, which includes \$4.2 million for direct client costs (77 percent). According to Budget Narrative from Appendix B of the proposed grant, the proposed FY 2023-24 budget is based on the average rental subsidy as of July 2023 (\$1,750) and 1,968 subsidy disbursements. The client pass-through budget decreases to \$3.6 million in the remaining two years of the grant agreement, which assumes a lower monthly subsidy amount (or fewer participants); however, as discussed below, HSH is proposing a 20 percent contingency on the grant agreement's not to exceed amount, which could be used to maintain spending at FY 2023-24 levels.

The FY 2023-24 budget also includes \$1.0 million for salaries and benefits associated with 10.94 full time equivalent (FTE) positions funded by the grant. The 10.94 FTEs includes 7.0 FTE Housing Coordinators, or one housing coordinator for every 25 youth served. According to the October 2021 Rising Up Operations Update, the Initiative has more housing coordinators for every youth served compared to expectations at the beginning of the program due to "the pandemic, the large geographic spread of housing, the acute behavioral health needs, and the deeply impacted economy." Approximately 75 percent of Rising Up participants are housed outside of the City (primarily in Oakland and other parts of the East Bay) due to challenges identifying units that participants can afford after exiting the program according to the March 2023 Rising Up Initiative Update.

**Contingency**

According to HSH staff, the proposed budget includes a 20 percent contingency to account for cost-of-living adjustments for non-profit workers, Minimum Compensation Ordinance increases for low wage staff, and other potential increases for the program. HSH may consider adding additional slots for the agreement over the next two years and may need to backfill private funding supporting housing focused case management services.

**Actual Spending**

Actual spending under the existing contract totaled \$8.73 million through June 2023 with \$1.17 million (12 percent) of the existing contract amount remaining for FY 2023-24 expenditures according to HSH.

**RECOMMENDATION**

Approve the proposed resolution.



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230870

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Bryn Miller	9784602875
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Brilliant Corners	<b>TELEPHONE NUMBER</b> (415) 618-0012
<b>STREET ADDRESS (including City, State and Zip Code)</b> 854 Folsom Street, San Francisco, CA 94107	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 230870
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$27,309,402		
<b>NATURE OF THE CONTRACT (Please describe)</b> <p>The first amendment to the grant agreement between Brilliant Corners and the Department of Homelessness and Supportive Housing ("HSH") for housing location and rental assistance for young adults in rapid re-housing, which extends the grant term by 24 months for a total term of July 1, 2021, through June 30, 2026 and increases the agreement amount by \$17,409,402 for a total amount not to exceed \$27,309,402.</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Pickel	William	CEO
2	Ham	Chulssang	CFO
3	Contreras	Chris	COO
4	Roller	Shamus	Board of Directors
5	Mills	Bob	Board of Directors
6	Conk	Nancy	Board of Directors
7	Ko	Chris	Board of Directors
8	Edwards	Earl	Board of Directors
9	Grewal	Navneet	Board of Directors
10	Lieberman	Donny	Board of Directors
11	Oka	Bruce	Board of Directors
12			
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**FIRST AMENDMENT  
TO GRANT AGREEMENT  
between  
CITY AND COUNTY OF SAN FRANCISCO  
and  
BRILLIANT CORNERS**

THIS AMENDMENT of the **July 1, 2021** Grant Agreement (the "Agreement") is dated as of **October 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **BRILLIANT CORNERS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

**RECITALS**

WHEREAS, Grantee was selected pursuant to Ordinance No. 61-19, which authorizes the Department to enter into contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

WHEREAS, the City's Board of Supervisors approved this First Amendment to the Agreement under San Francisco Charter Section 9.118 by Resolution <insert Resolution number> on <Month Date, Year> to extend the grant term by two years and increase the grant amount by up to \$17,409,425; and

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

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

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

(a) Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2021** between Grantee and City;

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

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

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

**3.2 Duration of Term.**

(a) The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

**ARTICLE 3 TERM**

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

**3.2 Duration of Term.**

(a) The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 **Section 4.2 Grantee's Personnel** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.2 Grantee's Personnel.**

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

(1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at:

<https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
  - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
  - B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

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

**5.1 Maximum Amount of Grant Funds.**

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Thousand Dollars (\$9,900,000)**.

(b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Six Million Five Hundred Eleven Thousand Nine Hundred Seven Dollars (\$6,511,907)** is included as a contingency amount and is neither to be used in Budget(s) attached to this

Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

### **5.1 Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Seven Million Three Hundred Nine Thousand Four Hundred Two Dollars (\$27,309,402)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Ninety Five Thousand Nine Hundred Eight Dollars (\$3,095,908)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

**13.3 Subcontracting.** If Appendix B, Budget, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix B, Budget, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions

of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

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

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

If to Grantee: Brilliant Corners  
1360 Mission Street, Suite 300  
San Francisco, CA 94103  
Attn: Bill Pickel  
BPickel@BrilliantCorners.org

Any notice of default must be sent by registered mail.

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



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

**2.6 Section 16.24 Contractor Vaccination Policy** of the Agreement is hereby deleted and replaced with the following:

**2.7 Section 16.24 Additional City Compliance Requirements** is hereby added to this Agreement.

**16.24 Additional City Compliance Requirements.** Grantee represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees/subrecipients/subcontractors to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees/subrecipients/subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

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

Appendix A, Services to be Provided (dated October 1, 2023)

Appendix B, Budget (dated October 1, 2023)

Appendix C, Method of Payment (dated October 1, 2023)

Appendix D, Interests in Other City Grants (dated October 1, 2023)

**2.9 Appendix A, Services to be Provided,** of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated October 1, 2023), for the period of July 1, 2021 to June 30, 2026.

**2.10 Appendix B, Budget,** of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated October 1, 2023), for the period of July 1, 2021 to June 30, 2026.

- 2.11 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated October 1, 2023).
- 2.12 Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated October 1, 2023).
- 2.13 Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.

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

**CITY**

**GRANTEE**

**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**BRILLIANT CORNERS**

By: \_\_\_\_\_  
Shireen McSpadden  
Executive Director

By: \_\_\_\_\_  
Bill Pickel  
Chief Executive Officer  
City Supplier Number: 78059

Approved as to Form:  
David Chiu  
City Attorney

By: \_\_\_\_\_  
Adam Radtke  
Deputy City Attorney

**Appendix A, Services to be Provided**  
**by**  
**Brilliant Corners**  
**TAY Rapid Rehousing**

**I. Purpose of Grant**

The purpose of the grant is to provide Housing Locator, Landlord Liaison, Rental Assistance and Housing Coordination services to the served population. The goal of these Rapid Rehousing services is to reduce homelessness and improve connections to housing, employment, education, support services, and public benefits.

**II. Served Population**

Grantee shall serve Transition Age Youth (TAY) aged 18 to 24, who are experiencing homelessness and meet the criteria of income below 50 percent of Area Median Income (AMI), as verified and documented by Housing-Focused Case Management provider(s).

**III. Referral and Prioritization**

All new participants will be referred by the Department via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

**IV. Description of Services**

Grantee shall provide the following services to the number of participants listed on the Appendix B, Budget at any given time:

A. Housing Locator Services:

Grantee shall work closely with Housing-Focused Case Management provider(s) to provide seamless Housing Locator Services through the following activities designed to identify and secure housing units for participants:

1. Grantee shall conduct comprehensive housing search and property provider recruitment to establish a portfolio of housing units that meet the needs of participants. Units should be reasonable in size, in close proximity to transportation and other amenities, consistent with client preferences to the greatest degree possible, and accessible to any participants with disabilities.
2. Grantee shall obtain a mix of housing units that includes both single units in multi-unit buildings and blocks of units in multi-unit buildings.
3. Grantee shall enlist skilled housing staff with experience in real estate, brokerage, sales, or other related fields, who are capable of establishing and maintaining successful relationships with landlords. Staff shall work with landlords and participants to build clear expectations, serve as a liaison, and respond quickly and appropriately to any concerns or problems.
4. Grantee shall partner with HSH to identify and secure units. This may consist of presentations, planning, and other activities needed to engage new partners, secure real estate, or otherwise expand the housing inventory. HSH is not

responsible for providing housing acquisition leads to the Grantee in order to accomplish the goals outlined herein.

5. Grantee shall partner with property providers to implement electronic payment methods to process participants' monthly rent payments.
6. Grantee shall develop and utilize an apartment inspection checklist to ensure that units meet safety guidelines, and ensure that any sub-standard housing issues are addressed prior to participant move-in.

B. Housing Coordination Services

Grantee shall provide Housing Coordination Services to match participants to housing opportunities, eliminate any barriers to housing placement, and ensure rapid placement into housing.

1. Grantee shall ensure that all participants are document-ready during their first intake. Grantee shall communicate any need for further documentation to the Housing-Focused Case Management provider(s) in order to support participants with successfully executing a lease.
2. Grantee shall support participants with tasks to secure units, such as completing housing applications, scheduling unit viewing appointments, helping participants resolve or mitigate screening barriers, and understanding lease and supporting documentation.
3. Grantee shall negotiate leases with property providers. However, Grantee shall not be obligated to guarantee any lease obligations.
4. Grantee shall work with Housing-Focused Case Management provider(s) to manage participant expectations about the program, including helping participants locate and select housing with the lowest possible rents that can be expected to be covered by the participant once Rapid Rehousing Rental Assistance is no longer being provided.
5. Grantee shall provide assistance to participants in navigating the application and leasing process, including helping participants resolve or mitigate screening barriers, such as rental and utility arrears or multiple evictions, as well as to obtain necessary identification or other documents.
6. Grantee shall provide participant transportation assistance during the housing search, as needed.
7. Grantee shall provide, in coordination with Housing-Focused Case Management providers, assistance to participants in making an informed housing choice,

including discussing housing options in the San Francisco Bay Area rental market.

C. Rental Assistance:

Grantee shall provide Rental Assistance and associated administrative, financial, and record-keeping functions:

1. Grantee shall provide time-limited Rental Assistance for a term not to exceed thirty-six months.
2. Grantee shall issue initial payments associated with client move-in, including security deposits, first-month's rent, and furniture.
3. Grantee shall administer timely and accurate payment of Rental Assistance to landlords and property management, in accordance with negotiated leases.
4. Grantee shall determine the time-limited Rental Assistance amount by working closely with the participant and the Housing-Focused Case Management provider(s). Grantee may adjust the assistance amount up or down, within the limits of the grant funding source, depending on the needs of the participant at the time. Grantee will work with Housing-Focused Case Management partner(s) to establish an initial twelve-month Rental Assistance term. Grantee shall use HSH-approved guidance for calculating the monthly Rental Assistance amount.
5. Grantee shall set Rental Assistance amounts at the lowest possible amount needed to obtain housing for the participant. The participant portion of the rent cannot exceed 50 percent of the net monthly income upon enrollment in the program.
6. Grantee shall share the following expectations with participants:
  - a. For participants with an income, contribution toward the rent shall begin at the first month of move-in and be submitted subsequently on the first of each month; and
  - b. Participants are expected to take over the full rent as quickly as possible.
7. Grantee shall recertify participant eligibility to receive Rental Assistance every three months, at minimum, and more frequently if the participant's income reaches 175 percent of the rent amount.
8. Grantee shall maintain complete client/unit files, which include leases, subsidy agreements, unit inspection forms, income documentation and rent calculation forms, copies of all client notices (including lease violations), and other housing documentation.
9. Grantee may provide Rental Assistance for units outside of San Francisco if every effort to find housing within San Francisco has been exhausted, or if a household requests to move outside the city.

10. Grantee shall contact all participants who received assistance and successfully completed the program six months and 12 months after the last date on which Rental Assistance was provided to determine whether they have maintained stable housing.

**D. Landlord Liaison Services:**

Grantee shall provide Landlord Liaison Services to support ongoing housing stability, including serving as a liaison between landlords and participants.

1. Grantee shall conduct home visits once every three months to support participant and property provider relationships, to monitor the condition of housing, and ensure participant is building skills to report issues in their unit to property providers through a courteous approach.
2. Grantee shall communicate regularly via phone or e-mail with property providers to identify and address concerns on a proactive basis.
3. Grantee shall work closely with Housing-Focused Case Management provider(s) to ensure that participants pay rent on time directly to the property provider, cultivate healthy relationships with neighbors and property providers, maintain connection to public benefits, as needed, and resolve any tenancy issues.
4. Grantee shall respond to Housing-Focused Case Management provider(s) within three business days of becoming aware of any lease violations or other complaints, with the goal of resolution that does not jeopardize housing stability. If lease violations cannot be resolved, the Grantee shall work closely with landlords and tenants to coordinate relocation prior to eviction.
5. Grantee shall ensure that landlords fulfill their legal responsibilities, including conducting repairs, issuing proper notices, supporting tenants' rights and Fair Housing, and adhering to lease terms; provided, however Grantee has no liability for acts or omission of property provider.

**V. Location and Time of Services**

Grantee shall provide services at 1360 Mission Street, Suite 300, San Francisco, CA 94103, on Monday through Friday from 9:00 am to 5:00 pm, except holidays. Services may be provided at additional times and locations as needed. Grantee shall provide a 24-hour hotline for tenants and landlords to address any crises or incidents that occur outside of regular business hours.

**VI. Service Requirements**

- A. Income Verification and Eligibility: Grantee shall verify income after receipt of referral from the Housing-Focused Case Management partner(s) to ensure eligibility,

and recertify that participants receiving services have income below fifty percent of Area Median Income (AMI). In determining eligibility, Grantee shall take into account a participant's total household income and expenses and shall review employment check statement, benefits statements, bank account statements, and credit reports.

- B. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- C. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, low-barrier access to housing and services.
- D. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- E. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- F. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- G. Feedback, Complaint and Follow-up Policies:  
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
  - 1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request repairs/services; and
  - 2. A written annual survey, which shall be offered to the served population to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.



H. City Communications and Policies

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

1. Regular communication to HSH about the implementation of the program;
2. Attendance of quarterly HSH meetings, as needed; and
3. Attendance of trainings, as requested.

I. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.

J. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process 1, including but not limited to:
  - a. Entering all household data within three working days (unless specifically requested to do so sooner);
  - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
  - c. Running monthly data quality reports and correcting any errors.
2. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:  
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and

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<sup>1</sup> HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here:

<https://hsh.sfgov.org/get-information/one-system/>

Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

K. Record Keeping and Files:

1. Grantee shall maintain all eligibility and inspection documentation in the Online Navigation and Entry (ONE) System<sup>2</sup> and maintain hard copy files with eligibility, including homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

**VII. Service Objectives**

Grantee shall achieve the following Service Objectives:

- A. Grantee shall secure housing units for at least 150 participants at any given time.
- B. Grantee shall provide 100 percent of households with Housing Coordination services as verified by sampling client files during annual program monitoring site visits.
- C. Grantee shall provide 100 percent of households with minimally one home visit per month for the first three months to support their landlord relationship as verified by sampling client files during annual program monitoring site visits.
- D. Grantee shall respond to 100 percent of requests from tenants/landlords submitted on the 24-hour hotline within 2 business days as verified by reviewing grantee documentation during annual program monitoring site visits.
- E. Grantee shall issue 100 percent of Rental Assistance payments on or before the 5<sup>th</sup> of the month every month for each participant, subject to the terms and conditions of the Grantee's standard Participant Agreement, as verified by reviewing the rent roll for the sample of participant files to be reviewed during annual program monitoring site visits.
- F. Grantee shall re-certify eligibility for Rental Assistance every three months, at minimum, as verified by sampling participant files during annual program monitoring site visits.
- H. Grantee shall track eligibility for the assigned funding source for all participants.

**VIII. Outcome Objectives**

Grantee shall achieve the following Outcome Objectives:

- A. Grantee shall successfully resolve at least 95 percent of lease violations/eviction notices that participants receive.
- B. 90 percent of participants shall remain housed for at least one year, or exit to other permanent housing.
- C. 85 percent of participants shall remain housed for at least two years, or exit to other permanent housing.
- D. 80 percent of participants shall remain housed for three years, or exit to other permanent housing.

**IX. Reporting Requirements**

- A. Grantee shall input data into systems required by HSH.
- B. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month.
- D. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide the number of evicted households and eviction notices issued to households residing in City-funded housing through the annual HSH administered Eviction Survey. Grantee shall adhere to all deadlines for submission as required by HSH.
- E. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.
- F. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.

- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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

**X. Monitoring Activities**

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

	A	B	C	D	G	J	K	L	M	N	O	P	Q	R	S	AI	AJ	AK			
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																				
2	APPENDIX B, BUDGET																				
3	Document Date	10/1/2023																			
4	Contract Term	Begin Date	End Date	Duration (Years)																	
5	Current Term	7/1/2021	6/30/2024	3																	
6	Amended Term	7/1/2021	6/30/2026	5																	
7	Provider Name	Brilliant Corners																			
8	Program	TAY Rapid Rehousing																			
9	FSP Contract ID#	1000021388																			
10	Action (select)	Amendment																			
11	Effective Date	10/1/2023																			
12	Budget Names	Prop C - Rapid Rehousing, Prop C - One-Time Carryforward (HL&RA)																			
13		Current	New																		
14	Term Budget	\$ 9,900,000	\$ 24,213,494																		
15	Contingency	\$ -	\$ 3,095,908	20%																	
16	Not-To-Exceed	\$ 9,900,000	\$ 27,309,402																		
17				Year 1			Year 2			Year 3			Year 4			Year 5			All Years		
18		7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026						
19	Expenditures	New	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
20	Salaries & Benefits	\$ 930,001.93	\$ 998,287.61	\$ 250,435.74	\$ 751,307	\$ 1,001,743	\$ -	\$ 1,031,795	\$ 1,031,795	\$ -	\$ 1,062,749	\$ 1,062,749	\$ 2,178,725	\$ 2,845,852	\$ 5,024,578						
21	Operating Expense	\$ 154,916.00	\$ 159,470.65	\$ 29,771.04	\$ 88,855	\$ 118,626	\$ -	\$ 124,201	\$ 124,201	\$ -	\$ 130,161	\$ 130,161	\$ 344,158	\$ 343,216	\$ 687,373						
22	Subtotal	\$ 1,084,917.93	\$ 1,157,758.26	\$ 280,206.78	\$ 840,162	\$ 1,120,369	\$ -	\$ 1,155,996	\$ 1,155,996	\$ -	\$ 1,192,910	\$ 1,192,910	\$ 2,522,883	\$ 3,189,068	\$ 5,711,951						
23	Indirect Percentage																				
24	Indirect Cost (Line 21 X Line 22)	\$ 162,737.69	\$ 173,663.74	\$ 42,031.02	\$ 126,024	\$ 168,055	\$ -	\$ 173,399	\$ 173,399	\$ -	\$ 178,936	\$ 178,936	\$ 378,432	\$ 478,360	\$ 856,793						
25	Other Expenses (Not subject to indirect %)	\$ 3,084,727.37	\$ 3,070,151.00	\$ 843,806.03	\$ 3,361,037	\$ 4,204,843	\$ -	\$ 3,663,739	\$ 3,663,739	\$ -	\$ 3,621,289	\$ 3,621,289	\$ 6,998,684	\$ 10,646,066	\$ 17,644,750						
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
28	Total Expenditures	\$ 4,332,383.00	\$ 4,401,573.00	\$ 1,166,043.82	\$ 4,327,224	\$ 5,493,267	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,136	\$ 4,993,136	\$ 9,900,000	\$ 14,313,494	\$ 24,213,494						
29																					
30	HSH Revenues (select)																				
31	Prop C - Housing Expansion	\$ 4,700,000.00	\$ 4,033,956.00	\$ 1,166,044.00	\$ 4,327,224	\$ 5,493,268	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,135	\$ 4,993,135	\$ 9,900,000	\$ 14,313,494	\$ 24,213,494						
32		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
34	Prop C - One-Time Carryforward	\$ (367,617.00)	\$ 367,617.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
36		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
37		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
38		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
39		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
40	Total HSH Revenues	\$ 4,332,383.00	\$ 4,401,573.00	\$ 1,166,044.00	\$ 4,327,224	\$ 5,493,268	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,135	\$ 4,993,135	\$ 9,900,000	\$ 14,313,494	\$ 24,213,494						
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																				
42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
46		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
48																					
49	Total HSH + Other Revenues	\$ 4,332,383.00	\$ 4,401,573.00	\$ 1,166,044.00	\$ 4,327,224	\$ 5,493,268	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,135	\$ 4,993,135	\$ 9,900,000	\$ 14,313,494	\$ 24,213,494						
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
52	Total Adjusted Salary FTE (All Budgets)	11.56		11.56		10.94		10.94		10.94		10.94									
53																					
54	Prepared by	Tehrleigh Martin (Brilliant Corners)																			
55	Phone	415-579-7637																			
56	Email	tmartin@brilliantcorners.org																			

\*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayor / Board of Supervisors discretion and funding availability.

	A	B	C	D	G	J	K	L	M	N	O	P	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	APPENDIX B, BUDGET																	
3	Document Date	10/1/2023																
4	Contract Term	Begin Date	End Date	Duration (Years)														
5	Current Term	7/1/2021	6/30/2024	3														
6	Amended Term	7/1/2021	6/30/2026	5														
7	Provider Name	Brilliant Corners																
8	Program	TAY Rapid Rehousing																
9	FSP Contract ID#	1000021388																
10	Action (select)	Amendment																
11	Effective Date	10/1/2023																
12	Budget Name	Prop C - Rapid Rehousing																
13		Current	New															
14	Term Budget	\$ 9,532,383	\$ 23,845,877															
15	Contingency	\$ -	\$ 3,095,908	20%														
16	Not-To-Exceed	\$ 9,900,000	\$ 27,309,402															
					Year 1	Year 2	Year 3			Year 4			Year 5			All Years		
17		7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026			
18		New	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures																	
20	Salaries & Benefits	\$ 930,001.93	\$ 998,287.61	\$ 250,436	\$ 751,307	\$ 1,001,743	\$ -	\$ 1,031,795	\$ 1,031,795	\$ -	\$ 1,062,749	\$ 1,062,749	\$ 2,178,725.28	\$ 2,845,852.31	\$ 5,024,577.59			
21	Operating Expense	\$ 154,916.00	\$ 159,470.65	\$ 29,771	\$ 88,855	\$ 118,626	\$ -	\$ 124,201	\$ 124,201	\$ -	\$ 130,161	\$ 130,161	\$ 344,157.69	\$ 343,215.74	\$ 687,373.43			
22	Subtotal	\$ 1,084,917.93	\$ 1,157,758.26	\$ 280,207	\$ 840,162	\$ 1,120,369	\$ -	\$ 1,155,996	\$ 1,155,996	\$ -	\$ 1,192,910	\$ 1,192,910	\$ 2,522,882.97	\$ 3,189,068.05	\$ 5,711,951.02			
23	Indirect Percentage	0.15	15.00%	15.00%		15.00%	15.00%		15.00%	15.00%		15.00%						
24	Indirect Cost (Line 21 X Line 22)	\$ 162,737.69	\$ 173,663.74	\$ 42,031	\$ 126,024	\$ 168,055	\$ -	\$ 173,399	\$ 173,399	\$ -	\$ 178,936	\$ 178,936	\$ 378,432.45	\$ 478,360.21	\$ 856,792.65			
25	Other Expenses (Not subject to indirect %)	\$ 3,084,727.37	\$ 2,702,534.00	\$ 843,806	\$ 3,361,037	\$ 4,204,843	\$ -	\$ 3,663,739	\$ 3,663,739	\$ -	\$ 3,621,289	\$ 3,621,289	\$ 6,631,067.40	\$ 10,646,065.87	\$ 17,277,133.27			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 4,332,383.00	\$ 4,033,956.00	\$ 1,166,044	\$ 4,327,224	\$ 5,493,267	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,136	\$ 4,993,136	\$ 9,532,382.82	\$ 14,313,494.13	\$ 23,845,876.94			
29																		
30	HSH Revenues (select)																	
31	Prop C - Housing Expansion	\$ 4,700,000.00	\$ 4,033,956.00	\$ 1,166,044	\$ 4,327,224	\$ 5,493,268		\$ 4,993,135	\$ 4,993,135		\$ 4,993,135	\$ 4,993,135	\$ 9,900,000.00	\$ 14,313,494.18	\$ 24,213,494.18			
32		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
34	Prop C - One-Time Carryforward	\$ (367,617.00)	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ (367,617.00)	\$ -	\$ (367,617.00)			
35		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
36		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
37		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
38		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
39		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 4,332,383.00	\$ 4,033,956.00	\$ 1,166,044	\$ 4,327,224	\$ 5,493,268	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,135	\$ 4,993,135	\$ 9,532,383.00	\$ 14,313,494.18	\$ 23,845,877.18			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																	
42		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
43		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
44		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
45		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
46		\$ -	\$ -			\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48																		
49	Total HSH + Other Revenues	\$ 4,332,383.00	\$ 4,033,956.00	\$ 1,166,044	\$ 4,327,224	\$ 5,493,268	\$ -	\$ 4,993,135	\$ 4,993,135	\$ -	\$ 4,993,135	\$ 4,993,135	\$ 9,532,383.00	\$ 14,313,494.18	\$ 23,845,877.18			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52																		
53	Prepared by	Tehraleigh Martin (Brilliant Corners)			*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see													
54	Phone	415-579-7637																
55	Email	tmartin@brilliantcorners.org																



A		B		C		D		E		H		I		J		K		L		O		P		Q		R		S		T		U		V		W		X		Y		Z		AA		AB		AC		AD		AE		AF		AG		AH		AI		AJ		BT		BU		BV	
1 DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																																																																					
2 SALARY & BENEFIT DETAIL																																																																					
3 Document Date 10/1/2023																																																																					
4 Provider Name Brilliant Corners																																																																					
5 Program TAY Rapid Rehousing																																																																					
6 FSP Contract ID# 100021388																																																																					
7 Budget Name Prop C - Rapid																																																																					
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1. Dir., NorCal Housing Services																																																																					
2. Program Manager																																																																					
3. Program Supervisor (1)																																																																					
4. Program Supervisor (2)																																																																					
5. Housing Acquisitions Manager																																																																					
6. Housing Acquisitions Specialist																																																																					
6. Senior Housing Coordinator																																																																					
7. Housing Coordinator (1)																																																																					
8. Housing Coordinator (2)																																																																					
9. Housing Coordinator (3)																																																																					
10. Housing Coordinator (4)																																																																					
11. Housing Coordinator (5)																																																																					
12. Housing Coordinator (6)																																																																					
13. Housing Coordinator (7)																																																																					
14. Associate Director - Operations																																																																					
16. Contracts Manager																																																																					
17. Contracts Specialist																																																																					
18. Northern California Housing Services Associate Director																																																																					
19. Northern California Housing Services Associate Director																																																																					
20. Occupancy Specialist																																																																					
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TOTAL SALARIES & BENEFITS																																																																					

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																
2	OPERATING DETAIL																
3	Document Date																
4	Provider Name																
5	Program																
6	FSP Contract ID#																
7	Budget Name																
8																	
9				EXTENSION YEAR			EXTENSION YEAR						All Years				
10				Year 1	Year 2	Year 3		Year 4			Year 5			7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026	
11				7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 9/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2026	7/1/2021 - 6/30/2026
12				New	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
13				Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 6,358.00	\$ 23,407.86	\$ 2,500	\$ 7,500	\$ 10,000	\$ 10,500	\$ 10,500	\$ 11,025	\$ 11,025	\$ 11,025	\$ 11,025	\$ 11,025	\$ 32,265.86	\$ 29,025.00	\$ 61,290.86	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 1,156.00	\$ 1,445.00	\$ 267	\$ 3,738	\$ 4,005	\$ 4,206	\$ 4,206	\$ 4,416	\$ 4,416	\$ 4,416	\$ 4,416	\$ 4,416	\$ 2,868.37	\$ 12,359.69	\$ 15,228.06	
15	Office Supplies, Postage	\$ 13,872.00	\$ 3,294.60	\$ 536	\$ 1,589	\$ 2,125	\$ 2,231	\$ 2,231	\$ 2,342	\$ 2,342	\$ 2,342	\$ 2,342	\$ 2,342	\$ 17,702.61	\$ 6,161.76	\$ 23,864.37	
16	Building Maintenance Supplies and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	Printing and Reproduction	\$ 10,404.00	\$ 2,312.00	\$ 290	\$ 859	\$ 1,148	\$ 1,206	\$ 1,206	\$ 1,266	\$ 1,266	\$ 1,266	\$ 1,266	\$ 1,266	\$ 13,005.73	\$ 3,330.69	\$ 16,336.43	
18	Insurance	\$ 7,225.00	\$ 7,687.40	\$ 1,927	\$ 5,710	\$ 7,637	\$ 8,019	\$ 8,019	\$ 8,420	\$ 8,420	\$ 8,420	\$ 8,420	\$ 8,420	\$ 16,839.12	\$ 22,149.05	\$ 38,988.17	
19	Staff Training	\$ 11,560.00	\$ 11,560.00	\$ 2,801	\$ 8,303	\$ 11,104	\$ 11,659	\$ 11,659	\$ 12,242	\$ 12,242	\$ 12,242	\$ 12,242	\$ 12,242	\$ 25,921.43	\$ 32,204.56	\$ 58,125.99	
20	Staff Travel-Local & Out of Town)	\$ 27,744.00	\$ 27,744.00	\$ 6,070	\$ 17,991	\$ 24,062	\$ 25,265	\$ 25,265	\$ 26,528	\$ 26,528	\$ 26,528	\$ 26,528	\$ 26,528	\$ 61,558.43	\$ 69,784.20	\$ 131,342.64	
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	Office Furniture and Equipment	\$ 40,460.00	\$ 23,282.87	\$ 2,032	\$ 5,930	\$ 7,961	\$ 8,359	\$ 8,359	\$ 8,777	\$ 8,777	\$ 8,777	\$ 8,777	\$ 8,777	\$ 65,774.37	\$ 23,065.55	\$ 88,839.92	
23	Software	\$ 23,120.00	\$ 39,361.80	\$ 9,696	\$ 28,729	\$ 38,425	\$ 40,346	\$ 40,346	\$ 42,364	\$ 42,364	\$ 42,364	\$ 42,364	\$ 42,364	\$ 72,178.16	\$ 111,438.33	\$ 183,616.49	
24	Staff Telephone	\$ 8,323.20	\$ 7,629.60	\$ 1,500	\$ 1,500	\$ 3,000	\$ 3,150	\$ 3,150	\$ 3,308	\$ 3,308	\$ 3,308	\$ 3,308	\$ 3,308	\$ 17,452.80	\$ 7,957.50	\$ 25,410.30	
25	Background Checks for Clients	\$ 1,800.00	\$ 5,625.00	\$ 480	\$ 2,020	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 7,904.99	\$ 7,020.01	\$ 14,925.00	
26	Mineral Tree Transaction Fees	\$ 2,893.80	\$ 3,120.00	\$ 250	\$ 750	\$ 1,000	\$ 1,050	\$ 1,050	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 6,263.80	\$ 2,902.50	\$ 9,166.30	
27	Dues and Memberships	\$ -	\$ 809.20	\$ 174	\$ 515	\$ 689	\$ 724	\$ 724	\$ 760	\$ 760	\$ 760	\$ 760	\$ 760	\$ 983.04	\$ 1,998.42	\$ 2,981.46	
28	Fees & Permits	\$ -	\$ 157.80	\$ 15	\$ 42	\$ 57	\$ 60	\$ 60	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 172.79	\$ 166.03	\$ 338.82	
29	Legal	\$ -	\$ -	\$ 625	\$ 1,875	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 625	\$ 6,875	\$ 7,500	
30	Hiring and Recruiting	\$ -	\$ -	\$ 72	\$ 215	\$ 287	\$ 301	\$ 301	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 72	\$ 833	\$ 905	
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43	Jones Psychological Services	\$ -	\$ 272.34	\$ 225	\$ 669	\$ 894	\$ 894	\$ 894	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 497	\$ 2,500	\$ 2,998	
44	COMPLIANCELINE, LLC	\$ -	\$ 72.93	\$ 200	\$ 594	\$ 794	\$ 794	\$ 794	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 273	\$ 2,222	\$ 2,495	
45	Solar Art	\$ -	\$ 887.61	\$ 50	\$ 149	\$ 199	\$ 199	\$ 199	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 938	\$ 556	\$ 1,493	
46	Yerba Buena Builders, Inc.	\$ -	\$ 751.20	\$ 35	\$ 104	\$ 139	\$ 139	\$ 139	\$ 146	\$ 146	\$ 146	\$ 146	\$ 146	\$ 786	\$ 389	\$ 1,175	
47	Tasker by Taskrabit	\$ -	\$ 22.40	\$ 25	\$ 74	\$ 99	\$ 99	\$ 99	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 47	\$ 278	\$ 325	
48		\$ -	\$ 27.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27	\$ -	\$ 27	
49		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
54	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
55	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
67	TOTAL OPERATING EXPENSES	\$ 154,916.00	\$ 159,470.65	\$ 29,771	\$ 88,855	\$ 118,626	\$ -	\$ 124,201	\$ 124,201	\$ -	\$ 130,161	\$ 130,161	\$ 130,161	\$ 344,158	\$ 343,216	\$ 687,373	
70	Other Expenses (not subject to indirect cost %)																
71	Direct Client Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
72	Actual Subsidy Costs	\$ 2,842,114.93	\$ 1,833,479.91	\$ 659,776.13	\$ 2,784,483.87	\$ 3,444,260.00	\$ 2,903,156.00	\$ 2,903,156.00	\$ 2,860,706.00	\$ 2,860,706.00	\$ 2,860,706.00	\$ 2,860,706.00	\$ 2,860,706.00	\$ 5,335,370.97	\$ 8,548,345.87	\$ 13,883,716.84	
73	Actual Security Deposits	\$ 144,720.00	\$ 219,343.94	\$ 21,276.28	\$ 66,223.72	\$ 87,500.00	\$ 87,500.00	\$ 87,500.00	\$ 87,500.00	\$ 87,500.00	\$ 87,500.00	\$ 87,500.00	\$ 87,500.00	\$ 385,340.22	\$ 241,223.72	\$ 626,563.94	
74	Actual Furniture Costs	\$ 68,033.61	\$ 218,288.21	\$ 14,501.55	\$ 60,498.45	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 300,823.37	\$ 210,498.45	\$ 511,321.82	
75	Actual Relocation costs	\$ 99,240.00	\$ 124,050.00	\$ 5,520.33	\$ 19,079.67	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 228,810.33	\$ 68,279.67	\$ 297,090.00	
76	Actual Damage Mitigation Funds	\$ 75,000.00	\$ 75,000.00	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 155,000.00	\$ 55,000.00	\$ 210,000.00	
77	Actual Vacant Unit costs	\$ 144,000.00	\$ 504,890.00	\$ 13,892.17	\$ 36,107.84	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 662,782.17	\$ 136,107.84	\$ 798,890.00	
78	Actual Client Utilities & Misc.	\$ 40,000.00	\$ 40,000.00	\$ 2,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 82,500.00	\$ 27,500.00	\$ 110,000.00	
79	Actual Extensions	\$ 39,235.83	\$ 471,397.94	\$ 120,714.58	\$ 362,143.73	\$ 482,858.30	\$ 482,858.30	\$ 482,858.30	\$ 482,858.30	\$ 482,858.30	\$ 482,858.30	\$ 482,858.30	\$ 482,858.30	\$ 631,348.35	\$ 1,327,860.33	\$ 1,959,208.67	
80	Carry Forward to FY22-23	\$ (367,617.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (367,617.00)	\$ -	\$ (367,617.00)	
81	Landlord Incentive	\$ -	\$ 18,500.00	\$ 625.00	\$ 10,000.00	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00	\$ 10,625.00	\$ 19,125.00	\$ 31,250.00	\$ 50,375.00	
82	Adjust for Actuals	\$ -	\$ (802,416.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (802,416.00)	\$ -	\$ (802,416.00)	
84	TOTAL OTHER EXPENSES	\$ 3,084,727.37	\$ 2,702,534.00	\$ 843,806.03	\$ 3,361,037.27	\$ 4,204,843.30	\$ -	\$ 3,663,739.30	\$ 3,663,739.30	\$ -	\$ 3,621,289.30	\$ 3,621,289.30	\$ 3,621,289.30	\$ 6,631,067.40	\$10,646,065.87	\$ 17,277,133.27	
86	Capital Expenses																
87	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
97	HSH #3																



	A	B	C	D
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	10/1/2023		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	7/1/2021	6/30/2024	3
6	<b>Amended Term</b>	7/1/2021	6/30/2026	5
7				
8	<b>Approved Subcontractors</b>			
10	None.			
11				
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25				



**BUDGET NARRATIVE**

Fiscal Year

Fiscal Term Start 7/1/2023 Fiscal Term End 6/30/2024

**Prop C - Rapid Rehousing**

FY23-24 FY23-24

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

Salaries & Benefits	Adjusted		Justification	Calculation	Employee Name
	Budgeted FTE	Budgeted Salary			
1. Dir., NorCal Housing Services	0.14	\$ 19,521.00	Leader for Northern California Housing Services programs.	FTE * Annual salary=%allocated per program	MALVOUX, JENNIFER R
2. Program Manager	1.00	\$ 86,100.00	With guidance and support from the Northern California Housing Services	FTE * Annual salary=%allocated per program	DABKOWSKI, MEGAN T
3. Program Supervisor (1)	1.00	\$ 84,586.32	Primarily responsible for managing & supervising Housing Services	FTE * Annual salary=%allocated per program	CLAY, JAMILA
5. Housing Acquisitions Manager	0.20	\$ 17,755.75	Develops, maintains, and implement an outreach strategy for	FTE * Annual salary=%allocated per program	SYLOS, SYLVIA
6. Housing Acquisitions Specialist	0.80	\$ 54,163.20	Specializes in acquiring market-rate rental units by providing	FTE * Annual salary=%allocated per program	REESE, MELANY
6. Senior Housing Coordinator	1.00	\$ 69,582.24	Provides onboarding support to new hires and provides add	FTE * Annual salary=%allocated per program	MURRAY, DANIELLE A
7. Housing Coordinator (1)	1.00	\$ 59,470.32	The Housing Coordinator will provide housing locator and re	FTE * Annual salary=%allocated per program	ALBARRAN, ANA NICOLE
8. Housing Coordinator (2)	1.00	\$ 57,744.96	The Housing Coordinator will provide housing locator and re	FTE * Annual salary=%allocated per program	GRANT, HENRY FRANKLIN
9. Housing Coordinator (3)	1.00	\$ 59,470.32	The Housing Coordinator will provide housing locator and re	FTE * Annual salary=%allocated per program	HARRIS, JHANE
10. Housing Coordinator (4)	1.00	\$ 57,744.96	The Housing Coordinator will provide housing locator and re	FTE * Annual salary=%allocated per program	JACKSON, ANGELA S
11. Housing Coordinator (5)	1.00	\$ 60,060.00	The Housing Coordinator will provide housing locator and re	FTE * Annual salary=%allocated per program	NAVARRO, BIANCA DINA
12. Housing Coordinator (6)	1.00	\$ 59,470.32	The Housing Coordinator will provide housing locator and re	FTE * Annual salary=%allocated per program	SWEDI, FERDINAND VENAS
14. Associate Director - Operations	0.05	\$ 5,512.50	Monitoring and analyzing the organization's budget and finan	FTE * Annual salary=%allocated per program	VACANT
16. Contracts Manager	0.05	\$ 4,305.00	Manages grant administration duties include negotiations, a	FTE * Annual salary=%allocated per program	MARTIN, TEHRALEIGH
17. Contracts Specialist	0.20	\$ 15,012.82	Manages grant administration duties include negotiations, a	FTE * Annual salary=%allocated per program	PALMER, LAUREN
18. Northern California Housing Services Associate Di	0.05	\$ 5,651.10	"Second in command" for all of Norcal Housing Services prc	FTE * Annual salary=%allocated per program	KLINGELBERG, TRAVIS W
19. Northern California Housing Services Associate Di	0.20	\$ 21,702.43	"Second in command" for all of Norcal Housing Services prc	FTE * Annual salary=%allocated per program	LANE, SHARON
20. Occupancy Specialist	0.25	\$ 15,337.14	The Occupancy Specialist manages all housing assignment	FTE * Annual salary=%allocated per program	HARRIS, RACKIE
		\$ -	- Meets with program leaders, onboarding follow ups, super	FTE * Annual salary=%allocated per program	PULIZAANO, DANIELLE
		\$ -			
TOTAL	10.94	\$ 753,190.37			
Employee Fringe Benefits		\$ 248,552.82	Includes FICA, SSUI, Workers Compensation and Medical (32.00% x 751,027.91 = \$240,329.93)		
Salaries & Benefits Total		\$ 1,001,743.20			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	\$ 10,000.00	Allocated annual rental cost and lease expenses for our offic	Expected per FTE 10.94*914=total
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 4,005.41	Flat amount estimated by Contracts Team at B.C.	Expected per FTE 10.94*366=total
Office Supplies, Postage	\$ 2,124.59	Anticipated office supply includes desk supplies, paper prod	Expected per FTE 10.94*194=total
Building Maintenance Supplies and Repair	\$ -	N/A	NA
Printing and Reproduction	\$ 1,148.43	Anticipated printing needs include outreach flyers, copies of	Expected per FTE 10.94*105=total
Insurance	\$ 7,637.04	Insurance costs include but are not limited to General Liabili	Expected per FTE 10.94*698=total
Staff Training	\$ 11,104.20	Training expenses help cover both internal and externally lec	Expected per FTE 10.94*1015=total
Staff Travel-(Local & Out of Town)	\$ 24,061.74	Staff travel primarily covers mileage reimbursement and rides	Expected per FTE 10.94*2199=total
Rental of Equipment	\$ -	N/A	NA
Office Furniture and Equipment	\$ 7,961.00	Anticipated office furniture & equipment costs for allocated f	Expected per FTE 10.94*727.=total
Software	\$ 38,424.96	Cost for various software expenses which include Salesforc	Expected per FTE 10.94*3513=total
Staff Telephone	\$ 3,000.00	Telephone costs primarily covers cellphone service for all st	Expected per FTE 10.94*274=total
Background Checks for Clients	\$ 2,500.00	~\$75/per client x 75 clients = \$5,625.00	Expected per FTE 10.94*228=total
Mineral Tree Transaction Fees	\$ 1,000.00	Processing of ~200 monthly subsidy payments x 12 months	Expected per FTE 10.94*91=total
Dues and Memberships	\$ 689.06	Anticipated costs for dues for several housing services & hc	Expected per FTE 10.94*63=total
Fees & Permits	\$ 57.42	Anticipated costs for various county and state level fees for	Expected per FTE 10.94*5250=total
Legal	\$ 2,500.00	Legal fees	Flat rate 2500 Annually
Hiring and Recruiting	\$ 287.11	Provides support to meet hiring demands & attract high qua	Expected per FTE 10.94*26=total
Consultants	\$ -		
Jones Psychological Services	\$ 893.52	contractual service provided to BC employees who face clier	Expected per FTE (10.94*194)/42% (%based on prior year)
COMPLIANCELINE, LLC	\$ 794.24	Contracted experts provide accounting and analysts to BC's	Expected per FTE (10.94*194)/37% (%based on prior year)
Solar Art	\$ 198.56	Solar Art is an industry leader in window film installation. For	Expected per FTE (10.94*194)/9% (%based on prior year)
Yerba Buena Builders, Inc.	\$ 138.99	Operates, manages, and elevates the programs properties e	Expected per FTE (10.94*194)/7% (%based on prior year)
Tasker by Taskrabit	\$ 99.28	Contracted same-day service platform instantly connects sk	Expected per FTE (10.94*194)/5% (%based on prior year)
	\$ -		
	\$ -		
TOTAL OPERATING EXPENSES	\$ 118,625.55		
Indirect Cost	15.0%	\$ 168,055.31	

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Direct Client Assistance	\$ -		
Actual Subsidy Costs	\$ 3,444,260	Avg. rental subsidy as of July 2023 to Oct 23 with expected CF @1968 instances	Expected 1968*1750=3444260 (CF support to meet FMR)
Actual Security Deposits	\$ 87,500	Security Deposits for 25 new participants at \$3,500.00 per c	Expected 25*3500=87500
Actual Furniture Costs	\$ 75,000	Expenses cover essential furnishing needed to house new p	Expected 25*3000=75000
Actual Relocation costs	\$ 24,600	Assumes no more than 20% of 25 placement for FY23-24 r	Up to 3*8200 each (per FY)
Actual Damage Mitigation Funds	\$ 20,000	This fixed amount is intended to cover repair costs to units t	Flat rate
Actual Vacant Unit costs	\$ 50,000	Unit Holds for 25 new participants at \$2,000.00 per client.	Expected 25*2000 per client
Actual Client Utilities & Misc.	\$ 10,000	Fixed amount is intended to support clients with one-time m	Flat rate
Actual Extensions	\$ 482,858	Fixed amount is intended to support clients with rental paym	Expected 300*1610=482858
Carry Forward to FY22-23	\$ -		
Landlord Incentive	\$ 10,625	Fixed amount is intended to incentive new property owners t	Flat rate
Adjust for Actuals	\$ -		
	\$ -		
TOTAL OTHER EXPENSES	\$ 4,204,843.30		

## Appendix C, Method of Payment

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

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

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

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

than five years after final payment under this Agreement, and shall provide to the City upon request.

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

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

Proposition C	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000.  Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.  Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.  Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.

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

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

A. Advance Requirements:

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);

2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

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

C. Advance Repayment Process:

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

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



## Appendix D - Interests In Other City Grants

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

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
SF-Dept. Disability & Aging Services (under Human Service Agency)	Scattered Site Housing & Rental Subsidy Administration (SSHRSA) (FSP ID 1000010837)	July 1, 2023 – June 30, 2027	\$15,934,897
Department of Homelessness and Supportive Housing	Flexible Housing Subsidy Pool & Housing Ladder (FSP ID 1000022893)	July 1, 2021 – June 30, 2024	\$9,000,000
Department of Homelessness and Supportive Housing	Emergency Housing Vouchers (FSP ID 1000024537)	March 1, 2022 – June 30, 2024	\$3,595,380
Department of Homelessness and Supportive Housing	Flexible Housing Subsidy Pool (FSP ID 1000021034)	February 15, 2021 - June 30, 2024	\$40,161,603

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

**GRANT AGREEMENT  
between  
CITY AND COUNTY OF SAN FRANCISCO  
and  
BRILLIANT CORNERS**

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 1, 2021**, in the City and County of San Francisco, State of California, by and between **BRILLIANT CORNERS** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”),

**RECITALS**

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: Housing Locator Services and Rental Assistance; and

WHEREAS, Ordinance No. 61-19 authorizes the Department to enter into grants and contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

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

**ARTICLE 1  
DEFINITIONS**

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

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

supplements to any of the foregoing approved in writing by City.

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

unfounded, of whatsoever kind and nature.

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

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

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

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

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

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance

authorization.

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

### **ARTICLE 3 TERM**

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.**
- (a) The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30,**

2024, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

#### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

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

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

#### **4.5 Publications and Work Product.**

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

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

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

## **ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS**

### **5.1 Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Thousand Dollars (\$9,900,000)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Six Million Five Hundred Eleven Thousand Nine Hundred Seven Dollars (\$6,511,907)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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



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

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

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

**5.4 Reserved. (State or Federal Funds).**

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

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

any time during the term of this Agreement.

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

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

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

## **ARTICLE 7 TAXES**

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

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

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

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

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

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

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

## **ARTICLE 10 INSURANCE**

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

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

Completed Operations.

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

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

(a) Name as Additional Insured City and its officers, agents and employees.

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

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

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

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

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

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

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

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

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

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



(ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

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

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

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

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

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

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

## **ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS**

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

projections and financial statements shall be public records that must be disclosed.

### **ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING**

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix E, Permitted Subgrantees, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

#### **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

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

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

**14.3 Consequences of Recharacterization.**

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

#### **ARTICLE 15**

## NOTICES AND OTHER COMMUNICATIONS

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

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

If to Grantee: Brilliant Corners  
1360 Mission Street, Suite 300  
San Francisco, CA 94103  
Attn: Bill Pickel  
BPickel@BrilliantCorners.org

Any notice of default must be sent by registered mail.

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

## ARTICLE 16 COMPLIANCE

**16.1 Reserved.**

**16.2 Nondiscrimination; Penalties.**

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

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

### 16.3 Reserved.

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

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

and the rules and regulations promulgated thereunder.

- 16.6 Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- 16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.
- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee

certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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



**16.13 Reserved. (Working with Minors).**

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

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

**16.16 Consideration of Criminal History in Hiring and Employment Decisions.**

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

application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

**16.18 Reserved. (Slavery Era Disclosure).**

**16.19 Distribution of Beverages and Water.**

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

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

**16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.** Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation

and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

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

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

## ARTICLE 17 MISCELLANEOUS

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

**17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

**17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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

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

**17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

**17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

Section 4.3                      Ownership of Results.

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

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

**17.12 Dispute Resolution Procedure.**

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions for concerns about this Dispute Resolution Procedure

should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
  - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
  - (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF).
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not

review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

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

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

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

**CITY**

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**GRANTEE**

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**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**BRILLIANT CORNERS**

DocuSigned by:  
*Shireen McSpadden*  
By: CAD7B781896B449...  
Shireen McSpadden  
Executive Director

DocuSigned by:  
*Bill Pickel*  
By: 35AE3F365B914DD...  
Bill Pickel  
Chief Executive Officer  
City Supplier Number: 78059

Approved as to Form:

DocuSigned by:  
*David Pies*  
By: EFF1B6C5BE4244A...  
Virginia Dario Elizondo  
Deputy City Attorney



**Appendix A, Services to be Provided  
by  
Brilliant Corners  
Housing Locator & Rental Assistance**

**I. Purpose of Grant**

The purpose of the grant is to provide Housing Locator and Rental Assistance to the served population. The goal of these services is to reduce youth homelessness and improve connections to housing, employment, education, support services, and public benefits.

**II. Served Population**

Grantee shall serve Transition Age Youth (TAY) aged 18 to 24, who are experiencing homelessness and meet the criteria of income below 50 percent of Area Median Income (AMI), as verified and documented by Housing-Focused Case Management provider(s).

**III. Referral and Prioritization**

All new participants will be referred by the Department via the Coordinated Entry System (CES), which organizes the Homelessness Response System (HRS) with a common, population specific assessment, centralized data system, and prioritization method.

**IV. Description of Services**

Grantee shall provide the following services to at least 150 participants at any given time:

A. Housing Locator Services:

Grantee shall work closely with Housing-Focused Case Management provider(s) to provide seamless Housing Locator Services through the following activities designed to identify and secure housing units for participants:

1. Grantee shall conduct comprehensive housing search and property provider recruitment to establish a portfolio of housing units that meet the needs of participants. Units should be reasonable in size, in close proximity to transportation and other amenities, consistent with client preferences to the greatest degree possible, and accessible to any participants with disabilities.
2. Grantee shall obtain a mix of housing units that includes both single units in multi-unit buildings and blocks of units in multi-unit buildings.
3. Grantee shall enlist skilled housing staff with experience in real estate, brokerage, sales, or other related fields, who are capable of establishing and maintaining successful relationships with landlords. Staff shall work with landlords and participants to build clear expectations, serve as a liaison, and respond quickly and appropriately to any concerns or problems.
4. Grantee shall partner with HSH to identify and secure units. This may consist of presentations, planning, and other activities needed to engage new partners, secure real estate, or otherwise expand the housing inventory. HSH is not responsible for providing housing acquisition leads to the Grantee in order to

accomplish the goals outlined herein.

5. Grantee shall partner with property providers to implement electronic payment methods to process participants' monthly rent payments.
6. Grantee shall develop and utilize an apartment inspection checklist to ensure that units meet safety guidelines, and ensure that any sub-standard housing issues are addressed prior to participant move-in.

B. Housing Coordination Services

Grantee shall provide Housing Coordination Services to match participants to housing opportunities, eliminate any barriers to housing placement, and ensure rapid placement into housing.

1. Grantee shall ensure that all participants are document-ready during their first intake. Grantee shall communicate any need for further documentation to the Housing-Focused Case Management provider(s) in order to support participants with successfully executing a lease.
2. Grantee shall support participants with tasks to secure units, such as completing housing applications, scheduling unit viewing appointments, helping participants resolve or mitigate screening barriers, and understanding lease and supporting documentation.
3. Grantee shall negotiate leases with property providers. However, Grantee shall not be obligated to guarantee any lease obligations.
4. Grantee shall work with Housing-Focused Case Management provider(s) to manage participant expectations about the program, including helping participants locate and select housing with the lowest possible rents that can be expected to be covered by the participant once Rapid Rehousing Rental Assistance is no longer being provided.
5. Grantee shall provide assistance to participants in navigating the application and leasing process, including helping participants resolve or mitigate screening barriers, such as rental and utility arrears or multiple evictions, as well as to obtain necessary identification or other documents.
6. Grantee shall provide participant transportation assistance during the housing search, as needed.
7. Grantee shall provide, in coordination with Housing-Focused Case Management providers, assistance to participants in making an informed housing choice, including discussing housing options in the San Francisco Bay Area rental market.

C. Rental Assistance:

Grantee shall provide Rental Assistance and associated administrative, financial, and record-keeping functions:

1. Grantee shall provide time-limited Rental Assistance for a term not to exceed thirty-six months.
2. Grantee shall issue initial payments associated with client move-in, including security deposits, first-month's rent, and furniture.
3. Grantee shall administer timely and accurate payment of Rental Assistance to landlords and property management, in accordance with negotiated leases.
4. Grantee shall determine the time-limited Rental Assistance amount by working closely with the participant and the Housing-Focused Case Management provider(s). Grantee may adjust the assistance amount up or down, within the limits of the grant funding source, depending on the needs of the participant at the time. Grantee will work with Housing-Focused Case Management partner(s) to establish an initial twelve-month Rental Assistance term. Grantee shall use HSH-approved guidance for calculating the monthly Rental Assistance amount.
5. Grantee shall set Rental Assistance amounts at the lowest possible amount needed to obtain housing for the participant. The participant portion of the rent cannot exceed 50 percent of the net monthly income upon enrollment in the program.
6. Grantee shall share the following expectations with participants:
  - a. For participants with an income, contribution toward the rent shall begin at the first month of move-in and be submitted subsequently on the first of each month; and
  - b. Participants are expected to take over the full rent as quickly as possible.
7. Grantee shall recertify participant eligibility to receive Rental Assistance every three months, at minimum, and more frequently if the participant's income reaches 175 percent of the rent amount.
8. Grantee shall maintain complete client/unit files, which include leases, subsidy agreements, unit inspection forms, income documentation and rent calculation forms, copies of all client notices (including lease violations), and other housing documentation.
9. Grantee may provide Rental Assistance for units outside of San Francisco if every effort to find housing within San Francisco has been exhausted, or if a household requests to move outside the city.

10. Grantee shall contact all participants who received assistance and successfully completed the program six months and 12 months after the last date on which Rental Assistance was provided to determine whether they have maintained stable housing.

D. Landlord Liaison Services:

Grantee shall provide Landlord Liaison Services to support ongoing housing stability, including serving as a liaison between landlords and participants.

1. Grantee shall conduct home visits once every three months to support participant and property provider relationships, to monitor the condition of housing, and ensure participant is building skills to report issues in their unit to property providers through a courteous approach.
2. Grantee shall communicate regularly via phone or e-mail with property providers to identify and address concerns on a proactive basis.
3. Grantee shall work closely with Housing-Focused Case Management provider(s) to ensure that participants pay rent on time directly to the property provider, cultivate healthy relationships with neighbors and property providers, maintain connection to public benefits, as needed, and resolve any tenancy issues.
4. Grantee shall respond to Housing-Focused Case Management provider(s) within three business days of becoming aware of any lease violations or other complaints, with the goal of resolution that does not jeopardize housing stability. If lease violations cannot be resolved, the Grantee shall work closely with landlords and tenants to coordinate relocation prior to eviction.
5. Grantee shall ensure that landlords fulfill their legal responsibilities, including conducting repairs, issuing proper notices, supporting tenants' rights and Fair Housing, and adhering to lease terms; provided, however Grantee has no liability for acts or omission of property provider.

V. **Location and Time of Services**

Grantee shall provide services at 1360 Mission Street, Suite 300, San Francisco, CA 94103, on Monday through Friday from 9:00 am to 5:00 pm, except holidays. Services may be provided at additional times and locations as needed. Grantee shall provide a 24-hour hotline for tenants and landlords to address any crises or incidents that occur outside of regular business hours.

VI. **Service Requirements**

- A. Income Verification and Eligibility: Grantee shall verify income after receipt of referral from the Housing-Focused Case Management partner(s) to ensure eligibility, and recertify that participants receiving services have income below fifty percent of

Area Median Income (AMI). In determining eligibility, Grantee shall take into account a participant's total household income and expenses and shall review employment check statement, benefits statements, bank account statements, and credit reports.

- B. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English. Additional information on Language Access standards can be found on page six of the San Francisco Coordinated Entry Standards document, located on the HSH website: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Signed-CE.pdf>.
- C. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- D. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- E. Feedback, Complaint and Follow-up Policies:  
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request repairs/services; and
  2. A written annual survey, which shall be offered to the served population to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- F. City Communications and Policies  
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program;
  2. Attendance of quarterly HSH meetings, as needed; and
  3. Attendance of trainings, as requested.
- G. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and

among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.

#### H. Data Standards:

1. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:  
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
3. All grantees, subgrantees, and their employees and agents shall comply with the confidentiality and data security requirements of all federal, state and local privacy and data management laws and regulations, including, but not limited to, 24 C.F.R. Part 578 (Continuum of Care); 45 C.F.R. Parts 160 and 164 (Health Insurance Portability and Accountability Act “HIPAA”); 28 CFR §90.4 (Violence Against Women Act); 28 CFR §94.115 (Victim of Crimes Act); California Civil Code §§ 1798 - 1798.78 (Information Practices Act of 1977); §§1798.85 - 1798.89 (Confidentiality of Social Security Numbers); §§1798.79.8 - 1798.79.95 (Domestic Violence, Sexual Assault, and Stalking: Personal Information); California Welfare & Institutions Code §10850; disclosure of confidential information regarding the criminal justice system and child protective services records; and related and successor provisions.

#### I. Record Keeping and Files:

1. Grantee shall maintain all eligibility and inspection documentation in the Online Navigation and Entry (ONE) System<sup>1</sup> and maintain hard copy files with eligibility, including homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

### VII. **Service Objectives**

Grantee shall achieve the following Service Objectives:

- A. Grantee shall secure housing units for at least 150 participants at any given time.
- B. Grantee shall provide 100 percent of households with Housing Coordination services as verified by sampling client files during annual program monitoring site visits.

- C. Grantee shall provide 100 percent of households with minimally one home visit per month for the first three months to support their landlord relationship as verified by sampling client files during annual program monitoring site visits.
- D. Grantee shall respond to 100 percent of requests from tenants/landlords submitted on the 24-hour hotline within 2 business days as verified by reviewing grantee documentation during annual program monitoring site visits.
- E. Grantee shall issue 100 percent of Rental Assistance payments on or before the 5<sup>th</sup> of the month every month for each participant, subject to the terms and conditions of the Grantee's standard Participant Agreement, as verified by reviewing the rent roll for the sample of participant files to be reviewed during annual program monitoring site visits.
- F. Grantee shall re-certify eligibility for Rental Assistance every three months, at minimum, as verified by sampling participant files during annual program monitoring site visits.
- H. Grantee shall track eligibility for the assigned funding source for all participants.

**VIII. Outcome Objectives**

Grantee shall achieve the following Outcome Objectives:

- A. Grantee shall successfully resolve at least 95 percent of lease violations/eviction notices that participants receive.
- B. 90 percent of participants shall remain housed for at least one year, or exit to other permanent housing.
- C. 85 percent of participants shall remain housed for at least two years, or exit to other permanent housing.
- D. 80 percent of participants shall remain housed for three years, or exit to other permanent housing.

**IX. Reporting Requirements**

- A. Grantee shall input data into systems required by HSH.
- B. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.

- C. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month.
- D. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide the number of evicted households and eviction notices issued to households residing in City-funded housing through the annual HSH administered Eviction Survey. Grantee shall adhere to all deadlines for submission as required by HSH.
- E. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.
- F. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- G. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. Grantee shall submit Facility Inventory data to the Department of Homelessness and Supportive Housing during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the US Department of Housing and Urban Development's McKinney-Vento program.

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

## **X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel



and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J	K	L	M	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	7/1/2021														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	7/1/2021	6/30/2024	3												
6	Amended Term	7/1/2021	6/30/2024	3												
7	Provider Name	Brilliant Corners														
8	Program	Prop C - Housing Locator & Rental Assistance														
9	FSP Contract ID#	1000021388														
10	Action (select)	New Agreement														
11	Effective Date	7/1/2021														
12	Budget Name	Prop C - Housing Locator & Rental Assistance														
13		Current	New													
14	Term Budget	\$ -	\$ 3,388,093													
15	Contingency	\$ -	\$ 6,511,907	20%												
16	Not-To-Exceed	\$ -	\$ 9,900,000													
		Year 1			Year 2			Year 3			All Years					
17		7/1/2021 - 6/30/2021	7/1/2021 - 6/30/2021	7/1/2021 - 6/30/2021	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024			
18		New	New	New	New	New	New	New	New	New	New	New	New			
19	Expenditures															
20	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
21	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
22	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
23	Indirect Percentage															
24	Indirect Cost (Line 21 X Line 22)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
25	Other Expenses (Not subject to indirect %)	\$ -	\$ 1,995,500	\$ 1,995,500	\$ -	\$ 1,392,593	\$ 1,392,593	\$ -	\$ -	\$ -	\$ -	\$ 3,388,093	\$ 3,388,093	\$ 3,388,093		
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
28	<b>Total Expenditures</b>	\$ -	\$ 1,995,500	\$ 1,995,500	\$ -	\$ 1,392,593	\$ 1,392,593	\$ -	\$ -	\$ -	\$ -	\$ 3,388,093	\$ 3,388,093	\$ 3,388,093		
29																
30	HSH Revenues (select)															
31	Prop C - Housing Expansion		\$ 1,995,500	\$ 1,995,500		\$ 1,392,593	\$ 1,392,593				\$ -	\$ -	\$ 3,388,093	\$ 3,388,093		
32			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
33			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
34			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
35			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
36			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
37			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
38			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
39			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
40	<b>Total HSH Revenues</b>	\$ -	\$ 1,995,500	\$ 1,995,500	\$ -	\$ 1,392,593	\$ 1,392,593	\$ -	\$ -	\$ -	\$ -	\$ 3,388,093	\$ 3,388,093	\$ 3,388,093		
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)															
42			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
43			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
44			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
45			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
46			\$ -	\$ -		\$ -	\$ -				\$ -	\$ -	\$ -	\$ -		
47	<b>Total Other Revenues</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
48																
49	<b>Total HSH + Other Revenues</b>	\$ -	\$ 1,995,500	\$ 1,995,500	\$ -	\$ 1,392,593	\$ 1,392,593	\$ -	\$ -	\$ -	\$ -	\$ 3,388,093	\$ 3,388,093	\$ 3,388,093		
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
52																
53	Prepared by															
54	Phone															
55	Email															



	A	B	C	D	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	OPERATING DETAIL												
3	Document Date	7/1/2021											
4	Provider Name	Brilliant Corners											
5	Program	Prop C - Housing Locator & Rent											
6	FSP Contract ID#	1000021388											
7	Budget Name	Prop C - Housing Locator & Rent											
8													
9		Year 1			Year 2			Year 3			All Years		
10		7/1/2021 - 6/30/2021	7/1/2021 - 6/30/2021	7/1/2021 - 6/30/2021	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024	7/1/2021 - 6/30/2024
11		New		New	New		New		New		New	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property		\$ -			\$ -			\$ -			\$ -	\$ -
14	Utilities(Elec. Water, Gas, Phone, Scavenger)		\$ -			\$ -			\$ -			\$ -	\$ -
15	Office Supplies, Postage		\$ -			\$ -			\$ -			\$ -	\$ -
16	Building Maintenance Supplies and Repair		\$ -			\$ -			\$ -			\$ -	\$ -
17	Printing and Reproduction		\$ -			\$ -			\$ -			\$ -	\$ -
18	Insurance		\$ -			\$ -			\$ -			\$ -	\$ -
19	Staff Training		\$ -			\$ -			\$ -			\$ -	\$ -
20	Staff Travel-(Local & Out of Town)		\$ -			\$ -			\$ -			\$ -	\$ -
21	Rental of Equipment		\$ -			\$ -			\$ -			\$ -	\$ -
22			\$ -			\$ -			\$ -			\$ -	\$ -
66			\$ -			\$ -			\$ -			\$ -	\$ -
67													
68	TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
69													
70	Other Expenses (not subject to indirect cost %)												
71	Direct Client Assistance		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
72	Actual Subsidy Costs		\$ 1,326,240	\$ 1,326,240		\$ 925,539	\$ 925,539		\$ -	\$ -		\$ 2,251,779	\$ 2,251,779
73	Actual Security Deposits		\$ 197,462	\$ 197,462		\$ 137,802	\$ 137,802		\$ -	\$ -		\$ 335,265	\$ 335,265
74	Actual Furniture Costs		\$ 73,680	\$ 73,680		\$ 51,419	\$ 51,419		\$ -	\$ -		\$ 125,099	\$ 125,099
75	Actual Relocation costs		\$ 201,638	\$ 201,638		\$ 140,716	\$ 140,716		\$ -	\$ -		\$ 342,354	\$ 342,354
76	Actual Damage Mitigation Funds		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
77	Actual Vacant Unit costs		\$ 196,480	\$ 196,480		\$ 137,117	\$ 137,117		\$ -	\$ -		\$ 333,597	\$ 333,597
78			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
79			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
80			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
81			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
82			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
83													
84	TOTAL OTHER EXPENSES	\$ -	\$ 1,995,500	\$ 1,995,500	\$ -	\$ 1,392,593	\$ 1,392,593	\$ -	\$ -	\$ -	\$ -	\$ 3,388,093	\$ 3,388,093
85													
86	Capital Expenses												
87			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
88			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
89			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
90			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
91			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
92			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
93			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
94													
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96													
97	HSH #3												Template last modified 1/22/2020

## Appendix C, Method of Payment

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

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

**B. Invoicing System:**

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

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

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

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

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

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

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

**A. Advance Requirements:**

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

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



B. Advance Request Process:

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

C. Advance Repayment Process:

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

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

### Appendix D - Interests in Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
SF-Department of Homelessness and Supportive Housing	02/15/2019 to 06/30/21	\$5,400,000.00
SF-Department of Homelessness and Supportive Housing	11/01/2018 to 06/30/21	\$6,094,826.00
SF- Dept. Disability & Aging Services (under Human Service Agency)	07/01/2018 to 06/30/23	\$15,379,070.00

### Appendix E – Permitted Subgrantees

1. None.
2.
3.



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Brilliant Corners: Young Adult Rapid Re-housing Grant Agreement First Amendment

Homelessness and Behavioral Health Select Committee | September 8, 2023



# Proposed Amendment Details

- **Resolution:** Approve the **first amendment** to the grant agreement between HSH and **Brilliant Corners** for **young adult rapid re-housing**.
- **Term:**
  - Current Term: July 1, 2021 – June 30, 2024
  - Amended Term: **July 1, 2021 – June 30, 2026**
- **Amount:** Increases not-to-exceed amount by **\$17,409,402** for a total not-to-exceed amount of **\$27,309,402**.

# Grant Agreement Overview

- Population served: **young adults** ages 18 to 24 **exiting homelessness**.
- **Brilliant Corners** services provided:
  - Rental subsidies
  - Housing location services
  - Housing coordination
  - Landlord liaison services
- Other agencies provide case management and other supportive services.

## Rising Up Program:

- Agreement is part of the **Rising Up initiative** to support unhoused youth.
- **Rising Up** rapid re-housing component has a unique financial assistance model.
- Young adults have a **\$27,000 total subsidy** that they can use **at their own pace** over maximum of three years to encourage careful money management.

# Program Context

- HSH has **830 units/slots of supportive housing** for young adults.
  - Includes **340 slots of rapid re-housing**.
- Agreement serves **at least 175 young adults** in rapid re-housing at any given time.
- Average monthly subsidy: **\$1,443**
- **406 young adults** served between July 2021 and June 2023.

Clients Served:  
July 2021 – June 2023

68% Black

22% Latine

24% LGBTQ+

4% TGNC



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Questions?

Thank you!



Member, Board of Supervisors  
District 9



City and County of San Francisco

HILLARY RONEN

---

DATE: August 31, 2023

TO: Angela Calvillo  
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Hillary Ronen".

FROM: Supervisor Hillary Ronen, Chair, Homelessness and Behavioral Health Select  
Committee

RE: Homelessness and Behavioral Health Select Committee  
COMMITTEE REPORT

---

Pursuant to Board Rule 4.20, as Chair of the Homelessness and Behavioral Health Select Committee, I have deemed the following matters of an urgent nature and request they be considered by the full Board on Tuesday, September 12, 2023, as Committee Reports:

1. 230869 Grant Agreement Amendment - Homeless Prenatal Program - Homelessness Prevention Assistance - Not to Exceed \$23,461,035
2. 230870 Grant Agreement Amendment - Brilliant Corners - Young Adult Rapid Re-Housing - Not to Exceed \$27,309,402
3. 230871 Grant Agreement Amendment - Tenderloin Housing Clinic, Inc. - Master Lease Hotels - Not to Exceed \$241,657,513
4. 230872 Grant Agreement Amendment - Five Keys Schools and Programs - Bayshore Navigation Center - Not to Exceed \$25,071,113

These matters will be heard in the Homelessness and Behavioral Health Select Committee at a Special Meeting on Friday, September 8, 2023, at 10:00 a.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. (415) 554-5184  
Fax No. (415) 554-5163  
TDD/TTY No. (415) 554-5227

## MEMORANDUM

TO: Tom Paulino, Liaison to the Board of Supervisors, Office of the Mayor  
Shireen McSpadden, Executive Director, Department of Homelessness  
and Supportive Housing

FROM: Stephanie Cabrera, Assistant Clerk, Homelessness and Behavioral Health  
Select Committee, Board of Supervisors

DATE: July 31, 2023

SUBJECT: LEGISLATION INTRODUCED

---

The Board of Supervisors' Homelessness and Behavioral Health Select Committee has received the following proposed legislation, introduced by Mayor London N. Breed on July 25, 2023:

**File No. 230870**

**Resolution approving the first amendment to the grant agreement between Brilliant Corners and the Department of Homelessness and Supportive Housing ("HSH") for housing location and rental assistance for young adults in rapid re-housing; extending the grant term by 24 months from June 30, 2024, for a total term of July 1, 2021, through June 30, 2026; increasing the agreement amount by \$17,409,402 for a total amount not to exceed \$27,309,402; and authorizing HSH to enter into any additions, amendments, or other modifications to the agreement/contract that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.**

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [Stephanie.Cabrera@sfgov.org](mailto:Stephanie.Cabrera@sfgov.org).

cc: Andres Power, Office of the Mayor  
Dylan Schneider, Department of Homelessness and Supportive Housing  
Emily Cohen, Department of Homelessness and Supportive Housing  
Bridget Badasow, Department of Homelessness and Supportive Housing