

File No. 250073

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 26, 2025

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Executed Grant Agreement 4/1/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 1 7/1/2022</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 2 7/1/2024</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>HSH Presentation 2/26/2025</u> |
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Completed by: Brent Jalipa Date February 20, 2025

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Brilliant Corners - Flexible Housing Subsidy Pool - Not to
2 Exceed \$59,542,690]

3 **Resolution approving the third amendment to the grant agreement between the City,**
4 **acting by and through the Department of Homelessness and Supportive Housing**
5 **(“HSH”), and Brilliant Corners to administer the Flexible Housing Subsidy Pool**
6 **program; increasing the agreement amount by \$19,381,087 for a new total amount not**
7 **to exceed \$59,542,690; extending the grant term by 12 months from June 30, 2025, for a**
8 **total term of February 15, 2021, through June 30, 2026; and authorizing HSH to enter**
9 **into any amendments or other modifications to the amendment that do not materially**
10 **increase the obligations or liabilities, or materially decrease the benefits to the City and**
11 **are necessary or advisable to effectuate the purposes of the agreement.**

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

17 WHEREAS, Permanent Supportive Housing (“PSH”) is the most effective evidence-
18 based solution to chronic homelessness; and

19 WHEREAS, In 2020, the City launched the Flexible Housing Subsidy Pool (“FHSP”)
20 program to provide scattered site PSH in vacant private market apartments for people exiting
21 homelessness; and

22 WHEREAS, HSH awarded the agreement to Brilliant Corners through the Department’s
23 streamlined contracting authority for homeless services under Administrative Code,
24 Chapter 21.B; and

1 WHEREAS, In April 2021, HSH and Brilliant Corners entered into an Agreement
2 (“Original Agreement”) to administer the FHSP program for up to 200 adults; and

3 WHEREAS, The Original Agreement has a term of February 15, 2021, through
4 June 30, 2022, and a not to exceed amount of \$9,900,000; and

5 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
6 Supervisors (“Clerk”) in File No. 220517, which is hereby declared to be part of this Resolution
7 as if set forth fully herein; and

8 WHEREAS, In July 2022, HSH and Brilliant Corners entered into a First Amendment to
9 continue these services (“First Amendment”); and

10 WHEREAS, The First Amendment extended the term by 24 months from June 30,
11 2022, through June 30, 2024, and increased the not to exceed amount by \$30,261,603 for a
12 total amount not to exceed \$40,161,603; and

13 WHEREAS, On June 7, 2022, the Board of Supervisors adopted Resolution
14 No. 262-22, approving the First Amendment, a copy of which is on file with the Clerk in File
15 No. 220517, which is hereby declared to be part of this Resolution as if set forth fully herein;
16 and

17 WHEREAS, In July 2024, HSH and Brilliant Corners entered into a no-cost Second
18 Amendment to continue these services (“Second Amendment”); and

19 WHEREAS, The Second Amendment extended the term by 12 months from June 30,
20 2024, through June 30, 2025; and

21 WHEREAS, The Second Amendment is on file with the Clerk in File No. 250073, which
22 is hereby declared to be part of this Resolution as if set forth fully herein; and

23 WHEREAS, In Fiscal Year 2023-2024, Brilliant Corners served 491 adult clients
24 through the FHSP program; and

1 WHEREAS, HSH intends to enter into a Third Amendment to continue these services
2 by extending the term by 12 months through June 30, 2026, and by increasing the maximum
3 expenditure by \$19,381,087 for a total not to exceed amount of \$59,542,690 (“Amendment”);
4 and

5 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
6 Receipts Tax for Homelessness Services) (“Prop C”), passed by San Francisco voters in
7 November 2018, to fund the Our City, Our Home (“OCOH”) Fund, in order to expand and
8 complement existing funding and strategic efforts to prevent and end homelessness for San
9 Franciscans; and

10 WHEREAS, 100% of this Amendment is funded with Prop C dollars; and

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

13 RESOLVED, The proposed Amendment contained in File No. 250073, is substantially
14 in final form, with all materials, terms and conditions included, and only remains to be
15 executed by the parties upon approval of this Resolution; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to make any
17 modifications to the Amendment, prior to its final execution by all parties, that HSH
18 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
19 best interest of the City, do not materially increase the obligations or liabilities of the City, are
20 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance
21 with all applicable laws, including City’s Charter; and, be it

22 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
23 all parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed
24 copy for inclusion in File No. 250073; this requirement and obligation resides with the
25

1 Department, and is for purposes of having a complete file only, and in no manner affects the
2 validity of approved Amendment.

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10 Recommended:

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12 _____ /s/

13 Shireen McSpadden

14 Executive Director

15 Department of Homelessness and Supportive Housing

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<p>Item 5 File 25-0073</p>	<p>Department: Homelessness and Supportive Housing</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve the third amendment to the grant agreement between Brilliant Corners and the Department of Homelessness and Supportive Housing (HSH) to administer the Flexible Housing Subsidy Pool (FHSP) program, extending the grant term by 12 months to June 30, 2026. The proposed third amendment also increases the agreement amount by \$19,381,087 for a new total not-to-exceed \$59,542,690 to serve 500 clients annually. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Brilliant Corners provides housing location, housing coordination, subsidy administration, and landlord liaison services to support what is known as “scattered site” permanent supportive housing placements for up to 500 adults in rental units on the private market. According to HSH program monitoring, Brilliant Corners did not meet the desired outcome for the average length of time that participants spend homeless, taking an average of 134.6 days in FY 2022-23 and 140 days in FY 2023-24, when the goal is 75 days to place clients. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> Brilliant Corners underspent its grant budget by between \$2.2 and \$7.1 million in each of the past three fiscal years. The Department reports that the significant underspending experienced in FY 2021-22 through FY 2023-24 was due to vacancies in key Brilliant Corners positions, including Housing Coordinators, as well as support services vacancies at four partner organizations, which slowed down the pace of referrals, housing placements, and subsidy utilization. Due to staffing vacancies, the number of individuals who are actively housed has lagged behind the 500 clients cited in the grant agreement for FY 2022-23 and FY 2023-24, although it increased by 25 percent over this two-year period from 312 to 391. To date in FY 2024-25, it has reached 422. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> The Board of Supervisors may want to consider requesting HSH divert a portion of the proposed grant funding to a different provider that may be better positioned to fully spend the budgeted amount to serve the full 500 clients annually. Alternatively, the Board of Supervisors and HSH should consider whether the size of the grant agreement for this Program is realistic when a new contract is developed in 2026. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

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

The Flexible Housing Subsidy Pool (FHSP) Program, launched in 2018, provides ongoing rental subsidies to eligible participants for units in the private rental market. The Department of Homelessness and Supportive Housing (HSH) funds non-profit organizations, such as Brilliant Corners, to administer housing location, housing coordination, landlord liaison and subsidy administration services for the FHSP Program. The goal of this Program is to reduce the length of time that participants spend homeless and to ensure that these individuals retain housing once established.

In 2021, HSH entered into an original grant agreement with Brilliant Corners to administer the Program in an amount not to exceed \$9.9 million for the term February 15, 2021 through June 30, 2022. The original agreement did not require Board of Supervisors' approval because the grant amount was less than \$10 million. In June 2022, the Board approved the first amendment to the grant, increasing the value of the contract to \$40,161,603 and extending the term through June 2024. In July 2024, HSH executed the second amendment to the grant, extending the term through June 2025. Because there was no change to the contract value, the second amendment did not require Board approval.

Under the existing agreement, Brilliant Corners provides housing location, housing coordination, subsidy administration, and landlord liaison services to support what is known as "scattered site" permanent supportive housing placements for up to 500 adults in available rental units on the private market. Similar to site-based permanent supportive housing, tenants pay rent equal to 30 percent of their income, and the remaining rent is subsidized by the Program. Housing-focused case management services for Program participants are provided by four other non-profit organizations through separate grant agreements with HSH. According to HSH staff, new participants are referred by HSH through the Coordinated Entry System, which is designed to assess, prioritize, and match people experiencing homelessness to housing opportunities. The Coordinated Entry assessment measures chronicity of homelessness, vulnerability, and barriers to housing; clients deemed eligible are referred to appropriate supportive housing programs based on their unique needs.

Selection of Provider

HSH selected Brilliant Corners pursuant to Administrative Code Chapter 21B, which allows selection of homeless service providers without competitive solicitations. According to HSH staff, Brilliant Corners was selected as the grantee due to its experience and track record providing housing locator and stabilization services to families and adults exiting homelessness and

administering rental subsidies with private landlords. Brilliant Corners was previously selected to provide these services under competitive procurements. The Department reports that it plans to issue a competitive solicitation in Spring 2025 to re-procure its scattered permanent supportive housing services, with new agreements anticipated by early 2026.

According to Appendix D of the proposed amendment, Brilliant Corners currently has five grants (including the proposed amended grant) with the City and County of San Francisco, totaling \$97.4 million. If the proposed amendment is approved, the five grants will total \$116.8 million. At the time of the original agreement in April 2021, Brilliant Corners had three City grants, totaling \$26.9 million.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the third amendment to the grant agreement between Brilliant Corners and HSH to administer the Flexible Housing Subsidy Pool (FHSP) program, extending the grant term by 12 months from June 30, 2025 to June 30, 2026 for a total term from February 15, 2021 through June 30, 2026. The proposed third amendment also increases the agreement amount by \$19,381,087 for a new total not-to-exceed \$59,542,690.

The resolution also authorizes HSH to enter into any amendments or modifications to the amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City.

Services Provided

Under the amended agreement, Brilliant Corners would continue serving adults who do not have custody of minor children. The grant requires Brilliant Corners to serve 500 adults annually. Per the grant agreement, services include:

- **Housing Location Services** 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 or poor credit), including lease negotiation and review on behalf of tenants, support to prospective tenants to secure units and to move into housing, payment for items needed during housing search and move-in (such as application fees, security deposit, furniture, and moving costs), income verification and rent calculation upon move-in and annually thereafter, and other services.
- **Subsidy Administration Services** to issue and document timely and accurate subsidy payments to landlords and property management and other types of financial assistance.
- **Landlord Liaison Services** between landlords and tenants to support ongoing housing stability, including monthly home visits for the first three months of a tenant's tenure in housing and quarterly thereafter and quarterly check-ins with landlords, collaboration with case managers to ensure tenants are able to pay rent on time and resolve any tenancy issues, respond to lease violation or other complaints, and ensuring landlords conduct repairs and fulfil their legal responsibilities.

Performance Monitoring

The agreement specifies seven service objectives and three outcome objectives.¹ In FY 2022-23, Brilliant Corners met six of the seven service objectives and one of the three outcome objectives shown in Exhibit 1. HSH found that Brilliant Corners did not have sufficient staffing to serve clients that year with timely housing coordinator services and did not complete all required site visits and so required Brilliant Corners to take certain actions to improve service delivery and compliance with HSH policies, which were accepted by HSH. As shown below, the average time for clients to obtain housing in FY 2023-24 was 134.6 days, which exceeds the goal of 75 days in the grant agreement. However, Brilliant Corners nearly met the goal of moving at least 90 percent of clients into housing and exceeded the goal of at least 90 percent of clients maintaining housing for at least 12 months.

In FY 2023-24, HSH conducted a desk audit of Brilliant Corners’ performance.² The review found that Brilliant Corners complied with the grant’s service requirements, including site visits, but still did not meet the service objective of getting clients into housing within 75 days. In FY 2023-24 review found that the average time to housing was 140 days, which is higher than the 75-day goal in the grant agreement. The FY 2023-24 desk monitoring review showed progress in other areas, with Brilliant Corners meeting all service objectives and two of three outcome objectives. Specifically, housing placements improved from 85 percent of participants to 95 percent of participants, and the metric for housing maintenance for at least 12 months rose from 97 percent to 99 percent.

The outcome data for FY 2022-23 and FY 2023-24 is shown below in Exhibit 1.

Exhibit 1: Brilliant Corners Outcome Objectives (Goals and Actuals) for FY 2022-23 & 2023-24

	Goal	FY 2022-23	FY 2023-24
1. At least 90 percent of participants enrolled in the program will successfully move into housing	90%	85%	95%
2. The average length of time for clients to obtain housing should be less than 75 days	75 days	134.6 days	140 days
3. At least 90 percent of participants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements	90%	97%	99%

Source: HSH

¹ The seven service objectives for the FY 2022-23 & FY 2023-24 period were providing 100% of clients with (1) housing location services, (2) housing coordination services, (3) at least one home visit per month for the first three months of housing, (4) timely subsidy payments, (5) landlord liaison services, (6) responding to tenants and landlord within two business days, and (7) administering tenant satisfaction surveys.

² A desk audit is a limited scope program evaluation that includes a review of a grantee’s service and outcome data, as submitted to HSH, without reviewing the underlying documentation. In Spring 2025, HSH plans to complete a full program evaluation of the grant’s performance in FY 2023-24.

Housing Placement Timeline

As noted above, Brilliant Corners did not meet the desired outcome for the average length of time that participants spend homeless, taking an average of 134.6 days in FY 2022-23 and 140 days in FY 2023-24, when the grant goal is 75 days. According to the Department, these averages reflect all housing placements since the grant agreement began in FY 2020-21. We requested the average number of days spent homeless for participants by fiscal year for the four-year period of the existing contract (FY 2020-21 through FY 2023-24), finding that Brilliant Corners met the objective of 75 days or less only in FY 2020-21, as shown in Exhibit 2. Brilliant Corners was able to reduce the timeframe for placements by 35 percent from 178 days in FY 2022-23 to 116 days in FY 2023-24.

The Department has noted that the 75-day placement target was established as a “stretch goal” when it was the City’s policy priority to use the FHSP subsidies to rehouse people residing in shelter-in-place hotels in order to demobilize these hotels as quickly as possible without returning people to homelessness. According to the Department, achieving this goal would have required that all clients referred to Brilliant Corners for housing were document-ready (including having income verification and identification documentation in place). The City and its referral partners were not able to ensure that all clients referred for housing search were document-ready to enable Brilliant Corners to achieve the 75-day target. However, the Department has had opportunities to revise this goal when it has amended this agreement and has not done so in the prior two amendments or in this proposed amendment. The Department informed us that they plan to revise the goal to 90 days when the portfolio of scattered site permanent supportive housing agreements is re-procured in spring 2025. Even with this pending change to the program’s performance measurement, Brilliant Corners has not met the 90-day timeframe for clients to obtain housing.

Exhibit 2: Brilliant Corners Met Outcome Objective for Placement Within 75 Days Only in FY 2020-21

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
The average length of time for clients to obtain housing	62 days	131 days	178 days	116 days
Number of New Client Housing Placements	118	132	95	104

Source: HSH

In addition to Brilliant Corners staffing vacancies noted above, according to HSH, several factors contribute to housing placement timelines, including market conditions, competition for available units, the number of landlords willing to partner with scattered site housing programs, as well as client-specific challenges such as health-related needs and varying levels of engagement in the housing process. In addition, Brilliant Corners partners with four non-profit organizations—including UCSF Citywide, Felton Institute, Bayview Hunters Point Foundation, and Five Keys—to provide housing-focused case management services. These organizations are responsible for hiring and maintaining case management staff, who complete program intake and assist households in gathering necessary documents before referring them to Brilliant

Corners for housing placement. Staffing vacancies at these organizations, particularly at UCSF Citywide, have contributed to slower referrals and delayed housing placements.

The Department reports that it continues to work with housing location providers to implement solutions that help shorten the time it takes to secure housing, such as payment for a unit hold, landlord incentives, and financial reserves to cover property damage or unpaid rent. According to the Department, reaching the goal of housing placement within 75 or 90 days will require more outreach to referred clients to ensure households follow up with their case manager in the housing search process.

Fiscal and Compliance Monitoring

Fiscal monitoring was most recently conducted in FY 2023-24 with the final status letter finding that Brilliant Corners must revise its bylaws to include a requirement for client representation on its Board of Directors. Brilliant Corners reported that it is in the process of creating a methodology for having a current or former program participant serve on the Board of Directors.

FISCAL IMPACT

The proposed resolution would increase the agreement amount by \$19,381,087 to \$59,542,690 and extend the grant term by 12 months to June 30, 2026. Actual and projected spending total \$57,772,886. The grant includes a ten percent contingency value of \$1,769,804, for a total not to exceed amount of \$59,542,690. Exhibit 3 below summarizes the expenditures of the proposed amended grant agreement.

Exhibit 3: Brilliant Corners Expenditures for Flexible Housing Subsidy Pool Program

Expenditure Category	Feb.-June 2021	FY 2021-22 Actual	FY 2022-23 Actual	FY 2023-24 Actual	FY 2024-25 Proposed	FY 2025-26 Proposed
Salaries & Benefits		\$1,571,375	\$2,748,404	\$2,518,602	\$2,698,140	\$2,833,047
Operating Expense	\$1,980	382,310	383,840	278,655	350,356	406,184
Indirect Cost (15%)	297	293,053	469,837	419,589	457,274	485,885
Other Expenses (Not Subject to Indirect %)		1,931,523	4,722,304	7,093,045	13,754,266	13,972,920
Underspending		-2,243,615	-7,128,076	-4,781,507		
Total Expenditures	\$2,277	\$4,178,261	\$8,324,384	\$10,309,891	\$17,260,036	\$17,698,036

Source: HSH

This grant is funded by Homelessness Gross Receipts tax revenue.

Underspending

As shown above, Brilliant Corners underspent its grant budget by between \$2.2 and \$7.1 million in each of the past three fiscal years. The Department reports that the significant underspending experienced in FY 2021-22 through FY 2023-24 was due to vacancies in key Brilliant Corners positions, including Housing Coordinators, as well as vacancies at four partner organizations, which slowed down the pace of referrals, housing placements, and subsidy utilization. In June 2023, Brilliant Corners reported being nearly fully staffed, according to the Department.

The number of individuals who are actively housed has lagged behind the 500 clients cited in the grant agreement for FY 2022-23 and FY 2023-24, although it increased by 25 percent over this two-year period, as shown in Exhibit 4. Overall, the total expenditures for FY 2023-24 of \$10,309,891 to serve a total of 391 clients reflect an average cost per client of about \$26,400, which is comparable to HSH grants providing similar services.

Exhibit 4: Number of Clients Actively Housed via Flexible Housing Subsidy Pool Program

	Feb.-June 2021	FY 2021-22	FY 2022-23	FY 2023-24
Number of Clients Actively Housed	147	270	312	391
Clients Expected to be Served, Per Grant Agreement	150	250	500	500

Source: HSH

POLICY CONSIDERATION

Our review of the Brilliant Corners flexible housing subsidy pool program shows that the provider has improved performance in FY 2023-24, reducing the number of days to place clients from 178 in FY 2022-23 to 116 in FY 2023-24. However, this timeframe still exceeds the grant objective of 75 days or less. In terms of clients served, the provider has increased the number to 391 in FY 2023-24, up from 312 in FY 2022-23. As of this writing, in FY 2024-25, Brilliant Corners has 422 participants actively housed and additional households are enrolled in the program to begin the process of obtaining housing. However, these totals are still short of the grant agreement with a total of 500 clients. While Brilliant Corners may continue to improve performance in FY 2024-25 to meet the grant agreement objectives, the Board of Supervisors may want to consider requesting HSH divert a portion of the proposed grant funding to a different provider that may be better positioned to fully spend the budgeted amount to serve the full 500 clients annually. Alternatively, the Board of Supervisors and HSH should consider whether the size of the grant agreement is realistic when a new contract is developed as part of the program’s planned re-procurement. We note that another HSH housing locator (File 25-0042) has been able to fully meet its grant agreement objectives, including placing clients into housing in 65 days, albeit serving a smaller number of clients.

RECOMMENDATION

Approve the proposed resolution.

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

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

THIS AMENDMENT of the **April 1, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2025** 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 San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to the Agreement in order to update the grant amount and extend the Agreement term; and

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. **[Insert Resolution Number]** on **[Insert Date of Commission Action]**; and

WHEREAS, the Board of Supervisors approved this Amendment under San Francisco Charter Section 9.118 by Resolution No. **<insert Resolution number>** on **<Month Date, Year>**;

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" shall mean the Agreement dated **April 1, 2021** between Grantee and City; and **First Amendment**, dated **July 1, 2022**, and **Second Amendment**, dated **July 1, 2024**.
- 2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - 2.1 Section 3.2 Duration of Term** of the Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **February 15, 2021** and expire on **June 30, 2025**, 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 replaced in its entirety to read as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **February 15, 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 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 **Forty Million One Hundred Sixty One Thousand Six Hundred Three Dollars (\$40,161,603)**.

Such section is hereby 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 **Fifty Nine Million Five Hundred Forty Two Thousand Six Hundred Ninety Dollars (\$59,542,690)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Seven Hundred Sixty Nine Thousand Eight Hundred Four Dollars (\$1,769,804)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

2.3 Section 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 July 1, 2024)

Appendix B, Budget (dated July 1, 2025)

Appendix C, Method of Payment (dated July 1, 2024)

Appendix D, Interests in Other City Grants (dated July 1, 2025)

2.4 Section 17.10 Survival of Terms of the Agreement is hereby deleted and replaced in its entirety with the following:

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.
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.

2.5 Appendix B, Budget (dated July 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2025), for the period of February 15, 2021 to June 30, 2026.

2.6 Appendix D, Interests in Other City Grants (dated July 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2025).

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: _____
William F. Pickel
Chief Executive Officer
City Supplier Number: 24002

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	2/15/2021	6/30/2025	5
6	Amended Term	2/15/2021	6/30/2026	6
7	Program	Flexible Housing Subsidy Pool		
8				
9	Approved Subcontractors			
10	None			

	A	B	C	D	E	H	K	N	Q	T	U	V	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	7/1/2025														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	2/15/2021	6/30/2025	5												
6	Amended Term	2/15/2021	6/30/2026	6												
7	Provider Name	Brilliant Corners														
8	Program	Flexible Housing Subsidy Pool														
9	FSP Contract ID#	1000021034														
10	Action (select)	Amendment														
11	Effective Date	7/1/2025														
12	Budget Names	Prop C - FHSP, Prop C - Flex Pool, Prop C - HL-RA, Prop C - One-Time Carry Forward														
13		Current	New													
14	Term Budget	\$ 40,074,850	\$ 57,772,886	10%												
15	Contingency	\$ 86,753	\$ 1,769,804													
16	Not-To-Exceed	\$ 40,161,603	\$ 59,542,690													
17	EXTENSION YEAR															
18		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6		All Years							
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/15/2021 - 6/30/2025	2/15/2021 - 6/30/2026	2/15/2021 - 6/30/2026				
20		Current	Current	Current	Current	Current	Current	Amendment	New	Current/Actuals	Amendment	New				
21	Expenditures															
22	Salaries & Benefits	\$ -	\$ 1,571,375	\$ 2,748,404	\$ 2,518,602	\$ 2,698,140	\$ -	\$ 2,833,047	\$ 2,833,047	\$ 9,536,521	\$ 2,833,047	\$ 12,369,568				
23	Operating Expense	\$ 1,980	\$ 382,310	\$ 383,840	\$ 278,655	\$ 350,356	\$ -	\$ 406,184	\$ 406,184	\$ 1,397,141	\$ 406,184	\$ 1,803,326				
24	Subtotal	\$ 1,980	\$ 1,953,685	\$ 3,132,244	\$ 2,797,257	\$ 3,048,496	\$ -	\$ 3,239,231	\$ 3,239,231	\$ 10,933,662	\$ 3,239,231	\$ 14,172,894				
25	Indirect Percentage															
26	Indirect Cost (Line 24 X Line 25)	\$ 297	\$ 293,053	\$ 469,837	\$ 419,589	\$ 457,274	\$ -	\$ 485,885	\$ 485,885	\$ 1,640,049	\$ 485,885	\$ 2,125,934				
27	Other Expenses (Not subject to indirect %)	\$ -	\$ 1,931,523	\$ 4,722,304	\$ 7,093,045	\$ 13,754,266	\$ -	\$ 13,972,920	\$ 13,972,920	\$ 27,501,138	\$ 13,972,920	\$ 41,474,058				
30	Total Expenditures	\$ 2,277	\$ 4,178,261	\$ 8,324,384	\$ 10,309,891	\$ 17,260,036	\$ -	\$ 17,698,036	\$ 17,698,036	\$ 40,074,850	\$ 17,698,036	\$ 57,772,886				
31																
32	HSH Revenues (select)															
33	Prop C	\$ 1,129,342	\$ 6,421,876	\$ 14,906,182	\$ 15,091,398	\$ 17,260,036	\$ -	\$ 17,698,036	\$ 17,698,036	\$ 54,808,834	\$ 17,698,036	\$ 72,506,870				
35	Prop C - One-Time Carry Forward	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 546,278	\$ -	\$ 546,278				
36	Adjustment to Actuals	\$ (1,127,065)	\$ (2,243,615)	\$ (7,128,076)	\$ (4,781,507)	\$ -	\$ -	\$ -	\$ -	\$ (15,280,263)	\$ -	\$ (15,280,263)				
42	Total HSH Revenues	\$ 2,277	\$ 4,178,261	\$ 8,324,384	\$ 10,309,891	\$ 17,260,036	\$ -	\$ 17,698,036	\$ 17,698,036	\$ 40,074,850	\$ 17,698,036	\$ 57,772,886				
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
54	Total Adjusted Salary FTE (All Budgets)									28.37						
55																
56	Prepared by	Tehraleigh Martin														
57	Phone	415-579-7637														
58	Email	tmartin@brilliantcorners.org														

	A	B	C	D	E	H	K	N	Q	T	U	V	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														
2	APPENDIX B, BUDGET														
3	Document Date	7/1/2025													
4	Contract Term	Begin Date	End Date	Duration (Years)											
5	Current Term	2/15/2021	6/30/2025	5											
6	Amended Term	2/15/2021	6/30/2026	6											
7	Provider Name	Brilliant Corners													
8	Program	Flexible Housing Subsidy Pool													
9	FSP Contract ID#	1000021034													
10	Action (select)	Amendment													
11	Effective Date	7/1/2025													
12	Budget Name	Prop C - FHSP													
13		Current	New												
14	Term Budget	\$ 27,569,927	\$ 45,267,963												
15	Contingency	\$ 86,753	\$ 1,769,804												
16	Not-To-Exceed	\$ 40,161,603	\$ 59,542,690												
17	EXTENSION YEAR														
18		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6			All Years					
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/15/2021 - 6/30/2026	2/15/2021 - 6/30/2026				
20		Current	Current	Current	Current	Current	Current	Amendment	New	Current	Amendment	New			
21	Expenditures														
22	Salaries & Benefits	\$ -	\$ -	\$ -	\$ 2,518,602	\$ 2,698,139.90	\$ -	\$ 2,833,047	\$ 2,833,047	\$ 5,216,742	\$ 2,833,047	\$ 8,049,789			
23	Operating Expense	\$ -	\$ -	\$ -	\$ 278,655	\$ 350,356.03	\$ -	\$ 406,184	\$ 406,184	\$ 629,011	\$ 406,184	\$ 1,035,196			
24	Subtotal	\$ -	\$ -	\$ -	\$ 2,797,257	\$ 3,048,495.93	\$ -	\$ 3,239,231	\$ 3,239,231	\$ 5,845,753	\$ 3,239,231	\$ 9,084,984			
25	Indirect Percentage				15.00%	15%	15.00%			15.00%					
26	Indirect Cost (Line 24 X Line 25)	\$ -	\$ -	\$ -	\$ 419,589	\$ 457,274.39	\$ -	\$ 485,885	\$ 485,885	\$ 876,863	\$ 485,885	\$ 1,362,748			
27	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ 7,093,045	\$ 13,754,265.80	\$ -	\$ 13,972,920	\$ 13,972,920	\$ 20,847,311	\$ 13,972,920	\$ 34,820,231			
30	Total Expenditures	\$ -	\$ -	\$ -	\$ 10,309,891	\$ 17,260,036	\$ -	\$ 17,698,036	\$ 17,698,036	\$ 27,569,927	\$ 17,698,036	\$ 45,267,963			
31															
32	HSH Revenues (select)														
33	Prop C				\$ 15,091,398	\$ 17,260,036		\$ 17,698,036	\$ 17,698,036	\$ 32,351,434	\$ 17,698,036	\$ 50,049,470			
36	Adjustment to Actuals				\$ (4,781,507)	\$ -			\$ -	\$ (4,781,507)	\$ -	\$ (4,781,507)			
42	Total HSH Revenues	\$ -	\$ -	\$ -	\$ 10,309,891	\$ 17,260,036	\$ -	\$ 17,698,036	\$ 17,698,036	\$ 27,569,927	\$ 17,698,036	\$ 45,267,963			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
54															
55	Prepared by	Tehrleigh Martin													
56	Phone	415-579-7637													
57	Email	tmartin@brilliantcorners.org													

	A	AA	AD	AE	AF	AG	AH	AK	AL	AM	AN	AQ	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	SALARY & BENEFIT DETAIL															
3	Document Date	7/1/2025														
4	Provider Name	Brilliant Corners														
5	Program	Flexible Housing Subsidy Pool														
6	FSP Contract ID#	1000021034														
7	Budget Name	Prop C - FHSP							EXTENSION YEAR							
8		Year 4		Year 5				Year 6				All Years				
9	POSITION TITLE	7/1/2023 - 6/30/2024	Agency Totals		For HSH Funded Program		7/1/2024 - 6/30/2025	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	2/15/2021 - 6/30/2026	2/15/2021 - 6/30/2026	2/15/2021 - 6/30/2026	
10		Current					Current				New	Current	Amendment	New		
11		Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
12	Sr. Director of Program Initiative	\$ 65,779	\$ -	1.00	37%	0.37	\$ 52,776	\$ 149,769	1.00	37%	0.37	\$ 55,414	\$ 100,072	\$ 55,414	\$ 155,487	
13	Northern California Housing Services Director	\$ 47,297	\$ 142,637	1.00	20%	0.20	\$ 23,735	\$ 124,607	1.00	20%	0.20	\$ 24,921	\$ 35,037	\$ 24,921	\$ 59,958	
14	Northern California Housing Services Associate Dir	\$ 52,582	\$ 105,000	1.00	44%	0.44	\$ 46,200	\$ 110,250	1.00	44%	0.44	\$ 48,510	\$ 98,782	\$ 48,510	\$ 147,292	
15	Program Manager - SF Housing Platform	\$ 55,496	\$ 85,000	1.00	59%	0.59	\$ 50,476	\$ 89,250	1.00	59%	0.59	\$ 53,000	\$ 105,972	\$ 53,000	\$ 158,972	
16	Housing Acquisitions Manager	\$ 43,020	\$ 82,000	1.00	48%	0.48	\$ 39,109	\$ 86,100	1.00	48%	0.48	\$ 41,065	\$ 82,129	\$ 41,065	\$ 123,193	
17	Program Supervisor - Platform	\$ 76,069	\$ 79,872	1.00	100%	1.00	\$ 79,872	\$ 83,866	1.00	100%	1.00	\$ 83,866	\$ 155,941	\$ 83,866	\$ 239,806	
18	Program Supervisor - Platform	\$ 70,347	\$ 73,864	1.00	100%	1.00	\$ 73,864	\$ 77,557	1.00	100%	1.00	\$ 77,557	\$ 144,211	\$ 77,557	\$ 221,768	
19	Program Associate	\$ 36,159	\$ 60,890	1.00	59%	0.59	\$ 36,159	\$ 63,935	1.00	59%	0.59	\$ 37,967	\$ 72,318	\$ 37,967	\$ 110,284	
20	Senior Housing Acquisition Specialist	\$ 72,815	\$ 75,004	1.00	100%	1.00	\$ 75,004	\$ 78,754	1.00	100%	1.00	\$ 78,754	\$ 147,818	\$ 78,754	\$ 226,572	
21	Housing Acquisition Specialist #1	\$ 34,977	\$ 71,364	1.00	50%	0.50	\$ 35,682	\$ 74,932	1.00	50%	0.50	\$ 37,466	\$ 70,659	\$ 37,466	\$ 108,125	
22	Occupancy Specialist	\$ 15,337	\$ -				\$ -	\$ -				\$ -	\$ 15,337	\$ -	\$ 15,337	
23	Sr. Housing Coordinator - Platform/Private	\$ 66,918	\$ 62,400	1.00	100%	1.00	\$ 62,400	\$ 65,520	1.00	100%	1.00	\$ 65,520	\$ 129,318	\$ 65,520	\$ 194,838	
24	Housing Coordinator #1/Private	\$ 59,776	\$ 54,995	1.00	100%	1.00	\$ 54,995	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 114,771	\$ 57,745	\$ 172,516	
25	Housing Coordinator #2/Private	\$ 57,745	\$ 54,995	1.00	100%	1.00	\$ 54,995	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 112,740	\$ 57,745	\$ 170,485	
26	Housing Coordinator #4/Private	\$ 59,776	\$ 54,995	1.00	100%	1.00	\$ 54,995	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 114,771	\$ 57,745	\$ 172,516	
27	Housing Coordinator #5/Private	\$ 57,745	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 60,632	1.00	100%	1.00	\$ 60,632	\$ 115,490	\$ 60,632	\$ 176,122	
28	Housing Coordinator #6/Private	\$ 57,745	\$ 54,995	1.00	100%	1.00	\$ 54,995	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 112,740	\$ 57,745	\$ 170,485	
29	Sr. Housing Coordinator - Platform/Expansion	\$ 64,035	\$ 66,590	1.00	100%	1.00	\$ 66,590	\$ 69,920	1.00	100%	1.00	\$ 69,920	\$ 130,625	\$ 69,920	\$ 200,544	
30	Housing Coordinator #1/Expansion	\$ 57,745	\$ 59,488	1.00	100%	1.00	\$ 59,488	\$ 62,462	1.00	100%	1.00	\$ 62,462	\$ 117,233	\$ 62,462	\$ 179,695	
31	Housing Coordinator #2/Expansion	\$ 57,745	\$ 60,632	1.00	100%	1.00	\$ 60,632	\$ 63,664	1.00	100%	1.00	\$ 63,664	\$ 118,377	\$ 63,664	\$ 182,041	
32	Housing Coordinator #3/Expansion	\$ 57,745	\$ 54,995	1.00	100%	1.00	\$ 54,995	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 112,740	\$ 57,745	\$ 170,485	
33	Housing Coordinator #4/Expansion	\$ 58,902	\$ 68,906	1.00	100%	1.00	\$ 68,906	\$ 72,351	1.00	100%	1.00	\$ 72,351	\$ 127,808	\$ 72,351	\$ 200,159	
34	Housing Coordinator #5/Expansion	\$ 57,745	\$ 57,200	1.00	100%	1.00	\$ 57,200	\$ 60,060	1.00	100%	1.00	\$ 60,060	\$ 114,945	\$ 60,060	\$ 175,005	
35	Housing Coordinator #6/Expansion	\$ 57,745	\$ 57,745	1.00	100%	1.00	\$ 57,745	\$ 60,632	1.00	100%	1.00	\$ 60,632	\$ 115,490	\$ 60,632	\$ 176,122	
36	Associate Director - Operations (Contracts & Budget)	\$ 22,050	\$ 105,000	1.00	25%	0.25	\$ 26,250	\$ 110,250	1.00	25%	0.25	\$ 27,563	\$ 48,300	\$ 27,563	\$ 75,863	
37	Contracts Manager	\$ 45,633	\$ 86,100	1.00	58%	0.58	\$ 49,938	\$ 90,405	1.00	58%	0.58	\$ 52,435	\$ 95,571	\$ 52,435	\$ 148,006	
38	Contracts Specialist	\$ 51,794	\$ 77,331	1.00	60%	0.60	\$ 46,398	\$ 81,197	1.00	60%	0.60	\$ 48,718	\$ 98,193	\$ 48,718	\$ 146,911	
39	Associate Director - Finance	\$ 15,152	\$ 143,325	1.00	11%	0.11	\$ 15,910	\$ 150,491	1.00	11%	0.11	\$ 16,705	\$ 31,062	\$ 16,705	\$ 47,767	
40	Finance Operations Manager	\$ 57,745	\$ -				\$ -	\$ -				\$ -	\$ 57,745	\$ -	\$ 57,745	
41	Senior Accountant #1 (Account Receivables)	\$ 60,551	\$ 93,978	1.00	71%	0.71	\$ 66,724	\$ 98,677	1.00	71%	0.71	\$ 70,061	\$ 127,275	\$ 70,061	\$ 197,336	
42	Senior Accountant #2 (Account Payable)	\$ 36,343	\$ 94,324	1.00	46%	0.46	\$ 43,389	\$ 99,040	1.00	46%	0.46	\$ 45,558	\$ 79,732	\$ 45,558	\$ 125,290	
43	Senior Accountant #3	\$ 32,446	\$ 83,554	1.00	51%	0.51	\$ 42,612	\$ 87,731	1.00	51%	0.51	\$ 44,743	\$ 75,058	\$ 44,743	\$ 119,801	
44	Data Analyst	\$ 31,430	\$ 78,957	1.00	41%	0.41	\$ 32,372	\$ 82,905	1.00	41%	0.41	\$ 33,991	\$ 63,802	\$ 33,991	\$ 97,793	
45	Data Analyst	\$ 8,432	\$ 78,900	1.00	32%	0.32	\$ 25,248	\$ 82,845	1.00	32%	0.32	\$ 26,510	\$ 33,680	\$ 26,510	\$ 60,190	
46	Policy Analyst	\$ 75,600	\$ 75,600	1.00	100%	1.00	\$ 75,600	\$ 79,380	1.00	100%	1.00	\$ 79,380	\$ 151,200	\$ 79,380	\$ 230,580	
47	Quality Assurance Manager	\$ 48,966	\$ 97,900	1.00	50%	0.50	\$ 48,950	\$ 102,795	1.00	50%	0.50	\$ 51,398	\$ 97,916	\$ 51,398	\$ 149,314	
48	Operations Specialist	\$ 55,000	\$ 65,000	1.00	100%	1.00	\$ 65,000	\$ 68,250	1.00	100%	1.00	\$ 68,250	\$ 120,000	\$ 68,250	\$ 188,250	
49	Housing Acquisition Specialist #2	\$ -	\$ 70,412	1.00	100%	1.00	\$ 70,412	\$ 73,933	1.00	100%	1.00	\$ 73,933	\$ 70,412	\$ 73,933	\$ 144,345	
50	Program Development Manager	\$ -	\$ 101,824	1.00	11%	0.11	\$ 11,455	\$ 106,915	1.00	11%	0.11	\$ 12,028	\$ 11,455	\$ 12,028	\$ 23,483	
51	Accounting Manager of AP/AR	\$ -	\$ 110,000	1.00	50%	0.50	\$ 55,000	\$ 115,500	1.00	50%	0.50	\$ 57,750	\$ 55,000	\$ 57,750	\$ 112,750	
52	Program Supervisor - Platform	\$ -	\$ 70,000	1.00	25%	0.25	\$ 17,500	\$ 73,500	1.00	25%	0.25	\$ 18,375	\$ 17,500	\$ 18,375	\$ 35,875	
53	Housing Coordinator #7	\$ -	\$ 55,000	1.00	25%	0.25	\$ 13,750	\$ 57,750	1.00	25%	0.25	\$ 14,438	\$ 13,750	\$ 14,438	\$ 28,188	
54	Housing Acquisition Specialist #3	\$ -	\$ 69,222	1.00	63%	0.63	\$ 43,610	\$ 72,684	1.00	63%	0.63	\$ 45,791	\$ 43,610	\$ 45,791	\$ 89,401	

	A	AA	AD	AE	AF	AG	AH	AK	AL	AM	AN	AQ	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														
2	SALARY & BENEFIT DETAIL														
3	Document Date	7/1/2025													
4	Provider Name	Brilliant Corners													
5	Program	Flexible Housing Subsidy Pool													
6	FSP Contract ID#	1000021034													
56							\$ -					\$ -	\$ -	\$ -	\$ -
57		\$ 1,893,686					TOTAL SALARIES \$ 2,028,676.62					TOTAL SALARIES \$ 2,130,110	\$ 3,922,362	\$ 2,130,110	\$ 6,052,473
58							TOTAL FTE 28.37					TOTAL FTE 28.37			
59		33.00%					FRINGE BENEFIT RATE 33.00%					FRINGE BENEFIT RATE 33.00%			
60		\$ 624,916					EMPLOYEE FRINGE BENEFITS \$ 669,463					EMPLOYEE FRINGE BENEFITS \$ 702,936	\$ 1,294,380	\$ 702,936	\$ 1,997,316
61		\$ 2,518,602					TOTAL SALARIES & BENEFITS \$ 2,698,140					TOTAL SALARIES & BENEFITS \$ 2,833,047	\$ 5,216,742	\$ 2,833,047	\$ 8,049,789

	A	B	E	H	K	N	Q	R	S	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	OPERATING DETAIL											
3	Document Date	7/1/2025										
4	Provider Name	Brilliant Corners										
5	Program	Flexible Housing Subsidy Pool										
6	FSP Contract ID#	1000021034										
7	Budget Name	Prop C - FHSP										
8		EXTENSION YEAR										
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6			All Years		
10		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	2/15/2021 - 6/30/2026	2/15/2021 - 6/30/2026	2/15/2021 - 6/30/2026
11		Current	Current	Current	Current	Current	Current	Amendment	New	Current	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property				\$ 43,667	\$55,983.64		\$ 64,381	\$ 64,381	\$ 99,651	\$ 64,381	\$ 164,032
14	Utilities(Elec, Water, Gas, Phone, Scavenger)				\$ 17,031	\$21,740.53		\$ 25,002	\$ 25,002	\$ 38,772	\$ 25,002	\$ 63,774
15	Office Supplies, Postage				\$ 5,165	\$6,593.44		\$ 7,582	\$ 7,582	\$ 11,759	\$ 7,582	\$ 19,341
16	Printing and Reproduction				\$ 2,792	\$3,564.03		\$ 4,099	\$ 4,099	\$ 6,356	\$ 4,099	\$ 10,455
17	Insurance				\$ 18,567	\$23,700.74		\$ 27,256	\$ 27,256	\$ 42,268	\$ 27,256	\$ 69,524
18	Staff Training				\$ 26,996	\$34,460.69		\$ 39,630	\$ 39,630	\$ 61,457	\$ 39,630	\$ 101,087
19	Staff Travel-Local & Out of Town)				\$ 58,409	\$74,062.95		\$ 85,172	\$ 85,172	\$ 132,472	\$ 85,172	\$ 217,644
20	Dues and Membership				\$ 1,675	\$2,138.42		\$ 2,459	\$ 2,459	\$ 3,814	\$ 2,459	\$ 6,273
21	Fees & Permits				\$ 140	\$178.20		\$ 205	\$ 205	\$ 318	\$ 205	\$ 523
22	Hiring & Recruiting				\$ 698	\$891.01		\$ 1,025	\$ 1,025	\$ 1,589	\$ 1,025	\$ 2,614
23	Software				\$ 95,849	\$122,351.15		\$ 140,704	\$ 140,704	\$ 218,200	\$ 140,704	\$ 358,904
24	Legal				\$ 2,500	\$3,191.25		\$ 3,670	\$ 3,670	\$ 5,691	\$ 3,670	\$ 9,361
25								\$ -	\$ -	\$ -	\$ -	\$ -
26								\$ -	\$ -	\$ -	\$ -	\$ -
27								\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants							\$ -	\$ -	\$ -	\$ -	\$ -
43	Jones Psychological Services				\$ 1,229	\$1,500.00		\$ 5,000	\$ 5,000	\$ 2,729	\$ 5,000	\$ 7,729
44	COMPLIANCIELINE, LLC				\$ 264			\$ -	\$ -	\$ 264	\$ -	\$ 264
45	Solar Art				\$ 3,296			\$ -	\$ -	\$ 3,296	\$ -	\$ 3,296
46	Yerba Buena Builders, Inc.				\$ 132			\$ -	\$ -	\$ 132	\$ -	\$ 132
47	Tasker by TaskRabbit				\$ 245			\$ -	\$ -	\$ 245	\$ -	\$ 245
48								\$ -	\$ -	\$ -	\$ -	\$ -
49								\$ -	\$ -	\$ -	\$ -	\$ -
50								\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)							\$ -	\$ -	\$ -	\$ -	\$ -
55								\$ -	\$ -	\$ -	\$ -	\$ -
56								\$ -	\$ -	\$ -	\$ -	\$ -
66								\$ -	\$ -	\$ -	\$ -	\$ -
67								\$ -	\$ -	\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ 278,655	\$350,356		\$ 406,184	\$ 406,184	\$629,011.45	\$406,184.44	\$1,035,195.89
69												
70	Other Expenses (not subject to indirect cost %)											
71	Rental Subsidies				\$ 10,138,304	\$11,844,393.00		\$ 13,671,374	\$ 13,671,374	\$ 21,982,697	\$ 13,671,374	\$ 35,654,072
72	Security Deposit				\$ 516,000	\$567,600.00		\$ 36,000	\$ 36,000	\$ 1,083,600	\$ 36,000	\$ 1,119,600
73	Application Fee				\$ 8,600	\$9,460.00		\$ 750	\$ 750	\$ 18,060	\$ 750	\$ 18,810
74	Furniture				\$ 459,720	\$505,692.00		\$ 48,000	\$ 48,000	\$ 965,412	\$ 48,000	\$ 1,013,412
75	Unit Hold/Landlord Incentive				\$ 593,000	\$652,300.00		\$ 36,000	\$ 36,000	\$ 1,245,300	\$ 36,000	\$ 1,281,300
76	Damage Mitigation				\$ 12,000	\$13,200.00		\$ 15,000	\$ 15,000	\$ 25,200	\$ 15,000	\$ 40,200
77	Client Misc.				\$ 12,000	\$13,200.00		\$ 15,000	\$ 15,000	\$ 25,200	\$ 15,000	\$ 40,200
78	Relocations				\$ 134,928	\$148,420.80		\$ 150,796	\$ 150,796	\$ 283,349	\$ 150,796	\$ 434,144
79	Adjustment to Actuals				\$ (4,781,507)	\$ -		\$ -	\$ -	\$ (4,781,507)	\$ -	\$ (4,781,507)
80								\$ -	\$ -	\$ -	\$ -	\$ -
81								\$ -	\$ -	\$ -	\$ -	\$ -
83								\$ -	\$ -	\$ -	\$ -	\$ -
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ 7,093,045	\$ 13,754,266	\$ -	\$ 13,972,920	\$ 13,972,920	\$ 20,847,311	\$ 13,972,920	\$ 34,820,231

BUDGET NARRATIVE

		Fiscal Year				
Prop C - FHSP		FY25-26				
<u>Salaries & Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>	<u>Employee Name</u>	
Sr. Director of Program Initiative		\$ -		FTE * Annual salary*%allocated per program	N/A	
Northern California Housing Services Director	0.37	\$ 55,414	Leader for Northern California Housing Services programs. Collaborates with Chief Program Officer and Senior Director of Program Initiatives. The Director works closely with key funders to successfully design, implement, and scale supportive housing. The Director manages the Tenancy Support Services and Housing Acquisition teams which includes supervisors, tenancy support roles, and housing acquisition specialists. The Director must ensure regular program performance and financial reporting.	FTE * Annual salary*%allocated per program	MALVOUX, JENNIFER R	
Northern California Housing Services Associate Director	0.20	\$ 24,921	"Second in command" for all of Norcal Housing Services programs. The Associate Director provides significant support to the Director and collaborates closely with service provider partner agencies to implement a consistent Housing Platform across diverse sub-programs. The Associate Director manages tenancy support teams which include managers, supervisors, and housing coordinators. The Associate Director supports the creation of regular program performance and financial reporting	FTE * Annual salary*%allocated per program	KLINGELBERG, TRAVIS W	
Northern California Housing Services Associate Director	0.44	\$ 48,510	"Second in command" for all of Norcal Housing Services programs. The Associate Director provides significant support to the Director and collaborates closely with service provider partner agencies to implement a consistent Housing Platform across diverse sub-programs. The Associate Director manages tenancy support teams which include managers, supervisors, and housing coordinators. The Associate Director supports the creation of regular program performance and financial reporting	FTE * Annual salary*%allocated per program	LOVITT, CASEY	
Program Manager - SF Housing Platform	0.59	\$ 53,000	With guidance and support from the Northern California Housing Services Director and Associate Director, the SF Housing Platform Program Manager is responsible for the day-to-day operations of a portfolio of housing initiatives aimed at ending homelessness for San Franciscans. The manager will oversee programs that serve multiple populations with a range of strategies including rapid rehousing and permanent subsidies. The Housing Platform will support programs funded by the Department of Homelessness and Supportive Housing (HSH), and will partner with local service providers to provide a value add to the whole system. The manager will supervise a team of housing coordinators and be responsible for all program design, evaluation, reporting and invoicing activities	FTE * Annual salary*%allocated per program	CEPEC, KATIE	
Housing Acquisitions Manager	0.48	\$ 41,065	The Housing Acquisitions Manager supervises a team of Housing Acquisition Specialists and Occupancy Specialists who perform outreach to property owners to acquire rental properties that can be quickly matched to program participants. The manager is responsible for overall operations of the team including implementation of program policies, service coordination, evaluation, quality assurance, reporting, and invoicing	FTE * Annual salary*%allocated per program	GORDON, JAMES	
Program Supervisor - Platform	1.00	\$ 83,866	Assist in the management and supervision of program staff. Manage and complete assigned work plan objectives and projects on a timely basis. Oversee several interconnected projects, all aligned to a greater company program, goal, or objective. Oversees progress of each project.	FTE * Annual salary*%allocated per program	VACANT	
Program Supervisor - Platform	1.00	\$ 77,557	Assist in the management and supervision of program staff. Manage and complete assigned work plan objectives and projects on a timely basis. Oversee several interconnected projects, all aligned to a greater company program, goal, or objective. Oversees progress of each project.	FTE * Annual salary*%allocated per program	GRESH, GINO STEPHEN	
Program Associate	0.59	\$ 37,967	The Program Associate provides critical support to the Housing Services team through administrative back-office functions, keeping up-to-date records, preparing check requests, updating financial ledgers, supporting in the development of reports, and aiding in marketing efforts. Uses company-designed project management tools to ensure timely, cost-effective, and well-organized project coordination. The purpose of this position is to perform administrative back-office functions of moderate complexity and difficulty in accordance with the office procedure of this department. May include a combination of answering telephones, bookkeeping, typing or word processing, and filing; attending housing acquisition related events including team meetings, workshops and site meetings as required	FTE * Annual salary*%allocated per program	MULLIN, FLANNERY	
Senior Housing Acquisition Specialist	1.00	\$ 78,754	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary*%allocated per program	BAUTISTA-CORRO, JULIA	
Housing Acquisition Specialist #1	0.50	\$ 37,466	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary*%allocated per program	THOMAS, BRIAN	
Sr. Housing Coordinator - Platform/Private	1.00	\$ 65,520	Supports program participants with ongoing housing retention and housing needs. At the Sr. level supports in onboarding new staff and assisting the Program Supervisor directly.	FTE * Annual salary*%allocated per program	MYERS, MORGAN AMANDA	
Housing Coordinator #1/Private	1.00	\$ 57,745	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	CATO, RONNESHIA	
Housing Coordinator #2/Private	1.00	\$ 57,745	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	DAGGS, JAMES	
Housing Coordinator #4/Private	1.00	\$ 57,745	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	DELGADO, JOE	

Housing Coordinator #5/Private	1.00	\$	60,632	Supports program participants with ongoing housing retention and housing needs. At the Sr. level supports in onboarding new staff and assisting the Program Supervisor directly.	FTE * Annual salary*%allocated per program	MAYA, FLOR DE MARIA
Housing Coordinator #6/Private	1.00	\$	57,745	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	GARLINGTON, JUNO
Sr. Housing Coordinator - Platform/Expansion	1.00	\$	69,920	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	ORELLANA, DIEGO ALONSO
Housing Coordinator #1/Expansion	1.00	\$	62,462	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	ALMAZAN, ANGELIN AGUSTIN
Housing Coordinator #2/Expansion	1.00	\$	63,664	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	HALL, WHITNEY TAYLOR
Housing Coordinator #3/Expansion	1.00	\$	57,745	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	VANG, ANDREW
Housing Coordinator #4/Expansion	1.00	\$	72,351	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	SCHOOLEY, DEBORAH DENISHA
Housing Coordinator #5/Expansion	1.00	\$	60,060	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	GONZALEZ CORBETT, DIEGO
Housing Coordinator #6/Expansion	1.00	\$	60,632	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	ELSHERIF, SAMIRA
Associate Director - Operations (Contracts & Budget)	0.25	\$	27,563	Manages grant administration of all HSH agreements. Supports program leadership in co-development budgets, monitoring compliance, and ensuring monthly invoice submission.	FTE * Annual salary*%allocated per program	VACANT
Contracts Manager	0.58	\$	52,435	Contract management is the management of contracts made with funders and includes negotiating the terms and conditions in contracts and ensuring compliance with the terms and conditions	FTE * Annual salary*%allocated per program	MARTIN, TEHRALEIGH
Contracts Specialist	0.60	\$	48,718	Responsible for preparing and submission of invoices alongside monitoring spending and internal process improvements for the Contracts Team.	FTE * Annual salary*%allocated per program	PALMER, LAUREN
Associate Director - Finance	0.11	\$	16,705	Creating and maintaining budgets for their departments. Use their knowledge of finance to create budgets that align with the organization's goals. Review financial statements and reports to monitor business performance and detect potential problems	FTE * Annual salary*%allocated per program	DANTES, CRISTY
Senior Accountant #1 (Account Receivables)	0.71	\$	70,061	Primary responsibilities require the ongoing monitoring of corporate fund statements for erroneous issues and resolution of accounting problems/errors, preparation of timely invoices for disbursement of grant/contract funds; support budget production for corporate and grants & contracts; and functioning as liaison internally as well as externally for all corporate cost centers	FTE * Annual salary*%allocated per program	LIU, NINI
Senior Accountant #2 (Account Payable)	0.46	\$	45,558	Primary responsibilities require the ongoing monitoring of corporate fund statements for erroneous issues and resolution of accounting problems/errors, preparation of timely invoices for disbursement of grant/contract funds; support budget production for corporate and grants & contracts; and functioning as liaison internally as well as externally for all corporate cost centers	FTE * Annual salary*%allocated per program	WONG, ALLAN

Senior Accountant #3	0.51	\$ 44,743	Primary responsibilities require the ongoing monitoring of corporate fund statements for erroneous issues and resolution of accounting problems/errors, preparation of timely invoices for disbursement of grant/contract funds; support budget production for corporate and grants & contracts; and functioning as liaison internally as well as externally for all corporate cost centers	FTE * Annual salary*%allocated per program	LASERNA, ANALIE B
Data Analyst	0.41	\$ 33,991	Ensures hardware and software needs are met throughout the agency, ensures data needs from funders can be fulfilled, works with Housing Services leadership on resource allocations, and ensures integrity of internal C.M.S. (Salesforce).	FTE * Annual salary*%allocated per program	GORDON, ROSCO
Data Analyst	0.32	\$ 26,510	Ensures hardware and software needs are met throughout the agency, ensures data needs from funders can be fulfilled, works with Housing Services leadership on resource allocations, and ensures integrity of internal C.M.S. (Salesforce).	FTE * Annual salary*%allocated per program	YEGHIAZARIAN, NICOLE E
Policy Analyst	1.00	\$ 79,380	Review and evaluate legislation and policies. Determine the benefits and drawbacks of existing policies. Propose suggestions to improve the effects of policies. Identify legal flaws in policies and recommend amendments	FTE * Annual salary*%allocated per program	PULIZZANO, DANIELLE LEILANI
Quality Assurance Manager	0.50	\$ 51,398	The Quality Assurance Manager ensures program compliance and effectiveness through regular audits, data analysis, and performance monitoring. They collaborate with staff to implement best practices, enhance service delivery, and support continuous improvement within our Housing Services Program	FTE * Annual salary*%allocated per program	VACANT
Operations Specialist	1.00	\$ 68,250	Oversee the program opts. Also develop and implement operational procedures and systems and manage budgets and financial reports per program.	FTE * Annual salary*%allocated per program	VACANT
Housing Acquisition Specialist #2	1.00	\$ 73,933	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary*%allocated per program	WILSON BENEFIELD, CARLA VALERIS
Program Development Manager	0.11	\$ 12,028	The Program Development Manager is tasked with integrating quality assurance and program policy efforts with staff development initiatives (continuous training, onboarding support, etc.) for SF programs. The Program Development Manager has a clinical background and ensures that these efforts are client-centered, trauma-informed, and aligned with best practices.	FTE * Annual salary*%allocated per program	OSNAS-PAGUIO, LAURA MARIE
Accounting Manager of AP/AR	0.50	\$ 57,750	oversees the accounts payable and accounts receivable teams, ensuring accurate and efficient management of both accounting cycles. This role is critical for maintaining financial integrity and timely reporting across all programs, including serving as the primary accounting liaison for the Flexible Housing Subsidy Pool. The Accounting Manager ensures that funds allocated are properly tracked, disbursed, and reconciled in compliance with program requirements, supporting the organization's ability to meet housing program goals and sustain financial accountability.	FTE * Annual salary*%allocated per program	NAKAPIN, CANDICE
Program Supervisor - Platform	0.25	\$ 18,375	Assist in the management and supervision of program staff. Manage and complete assigned work plan objectives and projects on a timely basis. Oversee several interconnected projects, all aligned to a greater company program, goal, or objective. Oversees progress of each project.	FTE * Annual salary*%allocated per program	VACANT
Housing Coordinator #7	0.25	\$ 14,438	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	VACANT
Housing Acquisition Specialist #3	0.63	\$ 45,791	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary*%allocated per program	CLOUGH, JEFFREY
		\$ -			
TOTAL	28.37	\$ 2,130,110			
Employee Fringe Benefits		\$ 702,936	Includes FICA, SSUI, Workers Compensation and Medical calculated at 33% of total salaries.		
Salaries & Benefits Total		\$ 2,833,047			

	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Operating Expenses			
Rental of Property	\$ 64,381	Allocated annual rental cost and lease expenses for our office building in San Francisco. Inclusive of Security costs of leased building space.	Annual per FTE 28.37*2269.49
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 25,002	Anticipated costs principally for phone service through T-Mobile and other utility costs for S.F. office.	Annual per FTE 28.37*881.33
Office Supplies, Postage	\$ 7,582	Anticipated office supply includes desk supplies, paper products, filing supplies, and stationery/mailling for staff.	Annual per FTE 28.37*267.29
Printing and Reproduction	\$ 4,099	Anticipated printing needs include outreach flyers, copies of welcome packets, client copy needs, agency communication, and similar literature produced by B.C.	Annual per FTE 28.37*144.48
Insurance	\$ 27,256	Insurance costs include but are not limited to General Liability, Auto, Workers Compensation, and Technology and Errors coverage.	Annual per FTE 28.37*960.79
Staff Training	\$ 39,630	Training expenses help cover both internal and externally led training offerings on varied topics and include, but are not limited to stress management, trauma informed care, diverse forms of management.	Annual per FTE 28.37*1396.98
Staff Travel-(Local & Out of Town)	\$ 85,172	Staff travel primarily covers mileage reimbursement and rideshare expenses for staff to support clients and engage with property management and building owners.	Annual per FTE 28.37*3002.40
Dues and Membership	\$ 2,459	Anticipated costs for dues for several housing services & homelessness association B.C. is a member of.	Annual per FTE 28.37*86.69
Fees & Permits	\$ 205	Anticipated costs for dues for several housing services & homelessness association B.C. is a member of.	Annual per FTE 28.37*7.22
Hiring & Recruiting	\$ 1,025	Anticipated costs for various county and state level fees for maintaining active, compliant non-profit status.	Annual per FTE 28.37*36.12
Software	\$ 140,704	Cost for various software expenses which include Salesforce, Paycom, Workable, & Intaact, Okta.	Annual per FTE 28.37*4959.93
Legal	\$ 3,670	Legal Fees	FLAT
	\$ -		
	\$ -		
	\$ -		
Consultants	\$ -		

Jones Psychological Services	\$	5,000	Contractual service provided to BC employees who face client fatigue, anxiety, depression etc. Jones take a proactive approach to emotional healing by drawing on individual strengths and guiding individuals to become collaborators	FLAT
Subcontractors (First \$25k Only)	\$	-		
	\$	-		
	\$	-		
	\$	-		
TOTAL OPERATING EXPENSES	\$	406,184		
Indirect Cost	15.0%	\$ 485,885		

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Rental Subsidies	\$ 13,671,374	Assuming 500 clients @2,200 avg rent monthly for 12 months \$13,200,00(Utilities 78.50 avg for 500 clients for 12 months (\$471000	$(500*2200*12)+(500*78.50*12)=13671374$
Security Deposit	\$ 36,000	assuming 15 backfills at 1 client per month FMR 2400	$15*2400=36,000$
Application Fee	\$ 750	assuming 15 backfills at 1 client per month 50 per client	$15*50=750$
Furniture	\$ 48,000	assuming 15 backfills at 1 client per month @3200	$15*3200=48,000$
Unit Hold/Landlord Incentive	\$ 36,000	two months per hold based on trending @2400*15 (possible landlord Incentives	$15*2400=36,000$
Damage Mitigation	\$ 15,000	This fixed amount is intended to cover repair costs to units that have been damaged (e.g., walls, hallways, ceilings) during participant's tenancy.	11% of 13,671,374 (subs) to support possible mitigation
Client Misc.	\$ 15,000	Fixed amount is intended to support clients with one-time misc. expenses and their utilities.	11% of 13,671,374 (subs) to support Client Misc
Relocations	\$ 150,796	This fixed amount is intended to cover relocation costs with client move-in out.	1.103% of 13,671,374 (subs) to support Relocations
Adjustment to Actuals	\$ -		
	\$ -		
	\$ -		
Above NTE - Withheld pending NTE	\$ -		
TOTAL OTHER EXPENSES	\$	13,972,920	

	A	B	C	D	E	H	K	N	Q	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2025								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	2/15/2021	6/30/2025	5						
6	Amended Term	2/15/2021	6/30/2026	6						
7	Provider Name	Brilliant Corners								
8	Program	Flexible Housing Subsidy Pool								
9	FSP Contract ID#	1000021034								
10	Action (select)	Amendment								
11	Effective Date	7/1/2025								
12	Budget Name	Prop C - Flex Pool								
13		Current	New							
14	Term Budget	\$ 5,037,841	\$ 5,037,841	0%						
15	Contingency	\$ 86,753	\$ 1,769,804							
16	Not-To-Exceed	\$ 40,161,603	\$ 59,542,690							
17										
18					Year 1	Year 2	Year 3	Year 4	Year 5	All Years
19					2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	2/15/2021 - 6/30/2025
20					Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals
21	Expenditures									
22	Salaries & Benefits	\$ -	\$ 376,220	\$ 1,422,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,798,421
23	Operating Expense	\$ -	\$ 75,547	\$ 218,155	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,702
24	Subtotal	\$ -	\$ 451,767	\$ 1,640,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,092,123
25	Indirect Percentage		15.00%	15.00%					0.00%	
26	Indirect Cost (Line 24 X Line 25)	\$ -	\$ 67,765	\$ 246,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 313,819
27	Other Expenses (Not subject to indirect %)	\$ -	\$ 1,002,038	\$ 1,629,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,631,899
30	Total Expenditures	\$ -	\$ 1,521,571	\$ 3,516,270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,037,841
31										
32	HSH Revenues (select)									
33	Prop C		\$ 2,608,532	\$ 5,951,098						\$ 8,559,630
36	Adjustment to Actuals		\$ (1,086,962)	\$ (2,434,828)						\$ (3,521,790)
42	Total HSH Revenues	\$ -	\$ 1,521,571	\$ 3,516,270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,037,841
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54										
55	Prepared by	Tehraleigh Martin								
56	Phone	415-579-7637								
57	Email	tmartin@brilliantcorners.org								

	A	B	C	D	E	H	K	N	Q	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2025								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	2/15/2021	6/30/2025	5						
6	Amended Term	2/15/2021	6/30/2026	6						
7	Provider Name	Brilliant Corners								
8	Program	Flexible Housing Subsidy Pool								
9	FSP Contract ID#	1000021034								
10	Action (select)	Amendment								
11	Effective Date	7/1/2025								
12	Budget Name	Prop C - HL-RA								
13		Current	New							
14	Term Budget	\$ 6,920,804	\$ 6,920,804	0%						
15	Contingency	\$ 86,753	\$ 1,769,804							
16	Not-To-Exceed	\$ 40,161,603	\$ 59,542,690							
17										
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	2/15/2021 - 6/30/2025			
20		Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals			
21	Expenditures									
22	Salaries & Benefits	\$ -	\$ 1,195,155	\$ 1,326,203	\$ -	\$ -	\$ 2,521,358			
23	Operating Expense	\$ 1,980	\$ 306,763	\$ 165,685	\$ -	\$ -	\$ 474,428			
24	Subtotal	\$ 1,980	\$ 1,501,918	\$ 1,491,888	\$ -	\$ -	\$ 2,995,786			
25	Indirect Percentage	15.00%	15.00%	15.00%		0.00%				
26	Indirect Cost (Line 24 X Line 25)	\$ 297	\$ 225,288	\$ 223,783	\$ -	\$ -	\$ 449,368			
27	Other Expenses (Not subject to indirect %)	\$ -	\$ 929,485	\$ 2,546,165	\$ -	\$ -	\$ 3,475,650			
30	Total Expenditures	\$ 2,277	\$ 2,656,690	\$ 4,261,836	\$ -	\$ -	\$ 6,920,804			
31										
32	HSH Revenues (select)									
33	Prop C	\$ 1,129,342	\$ 3,813,344	\$ 8,955,084			\$ 13,897,770			
36	Adjustment to Actuals	\$ (1,127,065)	\$ (1,156,653)	\$ (4,693,248)			\$ (6,976,966)			
42	Total HSH Revenues	\$ 2,277	\$ 2,656,690	\$ 4,261,836	\$ -	\$ -	\$ 6,920,804			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
54										
55	Prepared by	Tehrleigh Martin								
56	Phone	415-579-7637								
57	Email	tmartin@brilliantcorners.org								

	A	B	C	D	E	H	K	N	Q	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
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7	Provider Name	Brilliant Corners								
8	Program	Flexible Housing Subsidy Pool								
9	FSP Contract ID#	1000021034								
10	Action (select)	Amendment								
11	Effective Date	7/1/2025								
12	Budget Name	Prop C - One-Time Carry Forward								
13		Current	New							
14	Term Budget	\$ 546,278	\$ 546,278	0%						
15	Contingency	\$ 86,753	\$ 1,769,804							
16	Not-To-Exceed	\$ 40,161,603	\$ 59,542,690							
17										
18					Year 1	Year 2	Year 3	Year 4	Year 5	All Years
19					2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	2/15/2021 - 6/30/2025
20					Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals
21	Expenditures									
27	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278
30	Total Expenditures	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278
31										
32	HSH Revenues (select)									
35	Prop C - One-Time Carry Forward			\$ 546,278						\$ 546,278
42	Total HSH Revenues	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54										
55	Prepared by	Tehrleigh Martin								
56	Phone	415-579-7637								
57	Email	tmartin@brilliantcorners.org								

Appendix D, Interests in Other City Grants

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Human Services Agency	Scattered Site Housing & Rental Subsidy Administration (SSHRSA)	July 1, 2023 - June 30, 2027	\$15,934,897
Department of Homelessness and Supportive Housing	Emergency Housing Vouchers	March 1, 2022 - June 30, 2026	\$4,996,404
Department of Homelessness and Supportive Housing	Mainstream Voucher Program	July 1, 2021 - June 30, 2026	\$9,000,000
Department of Homelessness and Supportive Housing	TAY Rapid Rehousing	July 1, 2021 - June 30, 2026	\$27,309,402

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



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Brilliant Corners: Flexible Housing Subsidy Pool Grant Agreement 3rd Amendment

Budget and Finance Committee | February 26, 2025



Proposed Amendment Details

- **Resolution:** Approve the **third amendment** to the grant agreement between HSH and **Brilliant Corners** to fund another service year of the **Flexible Housing Subsidy Pool** program.
- **Term:**
 - Current Term: February 15, 2021 – June 30, 2025
 - Amended Term: **February 15, 2021 – June 30, 2026**
- **Amount:** Increases not-to-exceed amount by **\$19,381,087** for a total not-to-exceed amount of **\$59,542,690**.
- **Commission approval:** **January 10, 2025**

Grant Agreement Overview

- Population Served:
 - Maximum **500 adults**
 - HSH anticipates Brilliant Corners will reach **maximum capacity** by the end of FY 2024-25
- **Brilliant Corners** provides:
 - Housing location
 - Housing coordination
 - Subsidy administration
 - Landlord liaison services

Flexible Housing Subsidy Program (FHSP) program

- Provides clients with ongoing rent subsidies for units in the **private rental market**.
- Participants pay **30% of their income** in rent and sign leases to ensure **tenancy rights**.
- These rental subsidies are accompanied by **supportive services**.

Program Context

- Flexible Housing Subsidy Pool (FHSP) is a scattered-site permanent supportive housing program that has housed **546 people** to date
- 100% funded through **Prop C** Our City, Our Home dollars
- Cost per intervention: FY24-25 cost per slot (CPS) is \$34,520 annually
- Brilliant Corners **partners with other nonprofits** to deliver housing case management services

People Housed in **FY 23-24**

39% Black

59% aged 55+

17% LGBTQ+

Get Involved

- We are always looking for more **Property Owners and Landlords** to help our community house families and individuals looking for a stable home in the **private rental market**.



- **Benefits** include:

- Guaranteed Payments
- Rent is paid on-time
- Reduce vacancies
- Supporting services provided
- Landlord liaison services



- Learn more:

- Visit the [HSH Website](https://hsh.sfgov.org/about/how-to-get-involved/opportunities-for-property-owners-and-landlords/) at: <https://hsh.sfgov.org/about/how-to-get-involved/opportunities-for-property-owners-and-landlords/>
- Email hshlandlords@sfgov.org





DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

**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 **April 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 Services; 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 **February 15, 2021** and expire on

June 30, 2022, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

4.5 Publications and Work Product.

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million 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, **One Million Six Hundred Fourteen Thousand Five Hundred Dollars (\$1,614,500)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

5.4 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 Contracts
- Appendix E, Permitted Subgrantees

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

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

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

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

Section 4.3 Ownership of Results.

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

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

17.12 Dispute Resolution Procedure.

- (a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/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.

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

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

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

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

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

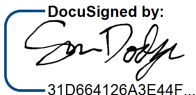
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

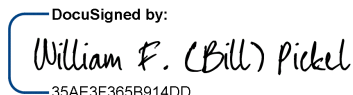
CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

BRILLIANT CORNERS

By: 
31D664126A3E44F...
Sam Dodge
Interim Director

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

Approved as to Form:

By: 
F013CEBF5B1B482...
Virginia Dario Elizondo
Deputy City Attorney

Appendix A: Services to be Provided
by
Brilliant Corners
Flexible Housing Subsidy Pool

I. Purpose of Grant

The purpose of the grant is to administer the Flexible Housing Subsidy Pool (FHSP) to the served population. The goals of these services are to reduce the length of time that tenants spend experiencing homelessness, and to ensure that tenants retain housing once established.

II. Served Population

Grantee shall serve adult tenants:

- A. Aged 60 years or older, without custody of minor children;
- B. Aged 18 to 59, without custody of minor children; and
- C. Aged 18 to 29, without custody of minor children.

III. Referral and Prioritization

All new tenants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System, 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 services to the total number of tenants as described in the Appendix B, Budget. Grantee shall provide the following FHSP services during the term of this grant:

- A. Housing Location Services: Grantee shall provide Housing Location Services through the following activities to identify and secure housing units:
 - 1. Grantee shall conduct comprehensive housing searches and landlord recruitment to establish a portfolio of housing units that meet the needs of the served population. Units shall be reasonable in size, near transportation and other amenities, consistent with tenant preferences to the greatest degree possible, and accessible to tenants with disabilities.
 - 2. Grantee shall utilize their real estate expertise to secure appropriate housing units for the served population that may include but are not limited to a single unit in multi-unit buildings, blocks of units in multi-unit buildings, shared housing, and other options that help tenants achieve residential stability and overall health and well-being.
 - 3. Grantee shall employ skilled staff with experience in real estate, brokerage, sales, or other related fields, who are capable of establishing and maintaining successful relationships with landlords. Grantee staff shall have excellent communication skills, build clear expectations for landlords and tenants, serve as a liaison, and respond quickly and appropriately to any concerns or problems.
 - 4. Grantee shall partner with HSH to identify and act upon opportunities to secure units. This may include presentations, planning, and other activities needed to

engage new partners, secure real estate, or otherwise expand the housing inventory supported with FHSP resources.

- B. Housing Coordination Services: Grantee shall provide Housing Coordination services to match tenants to housing opportunities, eliminate barriers to housing placement, and allow for rapid placement into housing. Housing Coordination services include, but are not limited to:
1. Communication and coordination with Coordinated Entry Access Points and FHSP case management partners to remove any barriers to the housing referral process;
 2. Lease negotiation and rental subsidy administration on behalf of tenants placed into housing and lease review to ensure compliance with all local and State laws;
 3. Support to prospective tenants to secure units (e.g. completing housing applications, scheduling viewing appointments, and understanding lease and supporting documentation);
 4. Ensuring that case management providers collect all necessary documents to support tenants to successfully move into housing;
 5. Elimination of barriers to housing (e.g. assisting with clearance of outstanding utility debt, credit repair, correction of erroneous unlawful detainers);
 6. Initial and annual unit inspections to ensure compliance with Housing Quality Standards (HQS) and/or comparable habitability standards.
 7. Assessment and completion of minor repairs necessary to improve accessibility or other functional improvements;
 8. Payment for items needed during housing search and move-in (e.g. application fees, security deposit, furniture, and moving costs); and
 9. Income verification and rent calculation upon tenant move-in and annually thereafter, or sooner if a tenant's income changes.
- C. Subsidy Administration Services: Grantee shall provide Subsidy Administration Services to fulfill the administrative, financial, and record-keeping functions required to issue and document timely and accurate subsidy payments and other types of financial assistance. Subsidy Administration Services include, but are not limited to:
1. Initial payments associated with tenant move-in, including security deposits, first and last month's rent, including calculation of tenant monthly rental payment amounts;
 2. Timely and accurate payment of subsidies to landlords and property management, in accordance with negotiated leases;
 3. Timely and accurate payment of flexible funding to eliminate other barriers to housing; and
 4. The completion of regular income verification and rent calculation for each tenant receiving a subsidy and timely notices to tenants for any changes in rent, and reflecting rent changes in subsidy payments.
- D. Landlord Liaison Services: Grantee shall provide Landlord Liaison Services to support ongoing housing stability, including serving as a liaison between landlords and tenants. Landlord Liaison Services include, but are not limited to:

1. Coaching tenants on being a good neighbor, developing tenancy skills, lease requirements, and other topics that support stable tenancy;
2. Monthly home visits for the first three months of a tenant's tenure in housing, and quarterly thereafter. Grantee shall also check in with each landlord at least quarterly to ensure satisfaction;
3. Regular communications with landlords to identify and address concerns on a proactive basis;
4. Collaboration with FHSP case management provider partners to ensure that tenants are able to pay rent on time, cultivate healthy relationships with neighbors and landlords, maintain connection to benefits and other community resources, and resolve any tenancy issues. Coordination shall consist of regular, informal communication as well as structured case coordination meetings that occur at least monthly;
5. Immediate responses to lease violations or other complaints, with the goal of finding resolutions that do not jeopardize housing stability. If lease violations cannot be resolved, Grantee shall work closely with landlords and tenants to coordinate relocation prior to eviction; and
6. Ensuring that landlords fulfil their legal responsibilities, including conducting repairs, issuing proper notices, supporting tenants' rights to Fair Housing, and adhering to lease terms.

V. Location and Time of Services

Grantee shall provide services at Brilliant Corners, 1360 Mission Street, on Monday through Friday from 9:00 am to 5:00 pm. Grantee shall provide services at tenants' houses or other field locations, as needed. Grantee shall provide a 24-hour hotline for tenants and landlords to report issues and incidents that occur outside of business hours.

VI. Service Requirements

- A. 1:50 Housing Coordinator Ratio: Grantee shall maintain a 1:50 ratio of Housing Coordinator to HSH adult units.
- 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 tenants who primarily speak language(s) other than English.
- 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 tenants' 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, such as, but not limited to hearings on issues related to homelessness; and
3. Attendance of trainings, as requested.

G. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called by staff or guests and when Child Protective Services removes a child. An example is a domestic violence incident.

H. 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.

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

J. Record Keeping and Files:

1. Grantee shall maintain all eligibility, income verification and inspection documentation in the Online Navigation and Entry (ONE) System 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 during the term of this grant. All service objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All service objectives below will be monitored by sampling tenant files during annual program monitoring visits:

A. Housing Location Services

1. Grantee shall provide 100 percent of tenants with Housing Location Services.

B. Housing Coordination Services

1. Grantee shall provide 100 percent of tenants with Housing Coordination services.
2. Grantee shall provide 100 percent of tenants with at least one home visit per month for the first three months to support their landlord relationship.

C. Subsidy Administration Services

1. Grantee shall issue 100 percent of subsidy payments on or before the first of the month every month for each tenant.

D. Landlord Liaison Services

1. Grantee shall provide 100 percent of tenants with Landlord Liaison Services.
2. Grantee shall respond to 100 percent of requests from tenants/landlords submitted on the 24-hour hotline within two business days.
3. Grantee shall administer an annual Tenant Satisfaction survey to 100 percent of tenants that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All outcome objectives will be monitored using ONE system data:

- A. The following Outcome Objectives shall apply to Housing Location Services and Housing-Focused Case Management Services:
 - 1. At least 90 percent of tenants enrolled in the program will successfully move into housing as verified via their housing move-in date.

- B. The following Outcome Objectives shall apply to Housing Location Services and Housing-Focused Case Management Services:
 - 1. The average length of time that tenants spend homeless, from referral to housing move-in, shall be less than or equal to 75 days, as calculated by [Housing Move-in Date]-[Referral Start Date]/Count of tenants with a [Housing Move-In Date].

- C. The following Outcome Objectives shall apply to Housing-Focused Case Management Services and Landlord Liaison Services:
 - 1. Ninety percent of households will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.

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 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 tenants and eviction notices issued to tenants residing in City-funded housing through the annual HSH administered Eviction Survey. Grantee shall adhere to all deadlines for submission as required by HSH.

- D. 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.

- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

- F. Grantee shall 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, tenant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: 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	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	APPENDIX B, BUDGET						
3	Document Date	2/15/2021					
4	Contract Term	Begin Date	End Date	Duration (Years)			
5	Current Term	2/15/2021	6/30/2022	2			
6	Amended Term	2/15/2021	6/30/2022	2			
7	Provider Name	Brilliant Corners					
8	Program	Flexible Housing Subsidy Pool					
9	FSP Contract ID#	1000021034					
10	Action (select)	New Agreement					
11	Effective Date	2/15/2021					
12	Budget Name	Prpp C FHSP					
13		Current	New				
14	Term Budget	\$ 8,285,500	\$ 8,285,500				
15	Contingency	\$ 1,614,500	\$ 1,614,500	19%			
16	Not-To-Exceed	\$ 9,900,000	\$ 9,900,000		Year 1	Year 2	All Years
17					2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	2/15/2021 - 6/30/2022
18					New	New	New
19	Expenditures						
20	Salaries & Benefits	\$ 259,264.00	\$ 1,278,016.00	\$ 1,537,280.00			
21	Operating Expense	\$ 64,512.00	\$ 288,208.00	\$ 352,720.00			
22	Subtotal	\$ 323,776.00	\$ 1,566,224.00	\$ 1,890,000.00			
23	Indirect Percentage	15.00%	15.00%				
24	Indirect Cost (Line 21 X Line 22)	\$ 48,566.40	\$ 234,933.60	\$ 283,500.00			
25	Other Expenses (Not subject to indirect %)	\$ 757,000.00	\$ 5,355,000.00	\$ 6,112,000.00			
26	Capital Expenditure	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 1,129,342.40	\$ 7,156,157.60	\$ 8,285,500.00			
29							
30	HSH Revenues (select)						
31	Prop C	\$ 1,129,342.40	\$ 7,156,157.60	\$ 8,285,500.00			
39		\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 1,129,342.40	\$ 7,156,157.60	\$ 8,285,500.00			
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	\$ 1,129,342.40	\$ 7,156,157.60	\$ 8,285,500.00			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -			
52							
53	Prepared by						
54	Phone						
55	Email						

	A	B	C	D	E	H	I	J	K	L	O	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
2	SALARY & BENEFIT DETAIL													
3	Document Date	2/15/2021												
4	Provider Name	Brilliant Corners												
5	Program	Flexible Housing Subsidy Pool												
6	FSP Contract ID#	1000021034												
7	Budget Name	Prpp C FHSP												
8		Year 1					Year 2					All Years		
9	POSITION TITLE	Agency Totals		For HSH Funded Program		2/15/2021 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	2/15/2021 - 6/30/2022		
10						New				New	New			
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary		
12	Chief Executive Officer (B.P.)	\$ 275,000.00	1.00			\$ -	\$ 275,000.00	1.00			\$ -	\$ -		
13	Chief Program Officer (D.W.)	\$ 221,000.00	1.00			\$ -	\$ 221,000.00	1.00			\$ -	\$ -		
14	Sr. Dir. of Program Initiatives (T.F.)	\$ 142,500.00	1.00	10.00%	0.10	\$ 4,750.00	\$ 142,500.00	1.00	10.00%	0.10	\$ 14,250.00	\$ 19,000		
15	Dir., Data & Technology (J.D.)	\$ 130,000.00	1.00			\$ -	\$ 130,000.00	1.00			\$ -	\$ -		
16	Dir., Northern C.A. Housing Services	\$ 120,000.00	1.00	10.00%	0.10	\$ 4,000.00	\$ 120,000.00	1.00	10.00%	0.10	\$ 12,000.00	\$ 16,000		
17	Associate Director (TBH)	\$ 100,000.00	1.00	25.00%	0.25	\$ 8,333.33	\$ 100,000.00	1.00	25.00%	0.25	\$ 25,000.00	\$ 33,333		
18	Associate Director Operations (TBH)	\$ 100,000.00	1.00	25.00%	0.25	\$ 8,333.33	\$ 100,000.00	1.00	25.00%	0.25	\$ 25,000.00	\$ 33,333		
19	Program Manager	\$ 90,000.00	1.00	100.00%	1.00	\$ 30,000.00	\$ 94,500.00	1.00	100.00%	1.00	\$ 94,500.00	\$ 124,500		
20	Program Supervisor (1)	\$ 72,000.00	1.00			\$ -	\$ 76,000.00	1.00	100.00%	1.00	\$ 76,000.00	\$ 76,000		
21	Program Supervisor (2)	\$ 72,000.00	1.00			\$ -	\$ 76,000.00	1.00			\$ -	\$ -		
22	Program Supervisor (3)	\$ 72,000.00	1.00			\$ -	\$ 76,000.00	1.00			\$ -	\$ -		
23	Housing Acquisitions Manager	\$ 75,000.00	1.00	20.00%	0.20	\$ 5,000.00	\$ 80,000.00	1.00	20.00%	0.20	\$ 16,000.00	\$ 21,000		
24	Housing Acquisitions Specialist (1)	\$ 68,000.00	1.00	100.00%	1.00	\$ 22,666.67	\$ 71,000.00	1.00	100.00%	1.00	\$ 71,000.00	\$ 93,667		
25	Housing Acquisitions Specialist (2)	\$ 68,000.00	1.00	50.00%	0.50	\$ 11,333.33	\$ 71,000.00	1.00	50.00%	0.50	\$ 35,500.00	\$ 46,833		
29	Housing Coordinator (1)	\$ 52,000.00	1.00	100.00%	1.00	\$ 17,333.33	\$ 56,000.00	1.00	100.00%	1.00	\$ 56,000.00	\$ 73,333		
30	Housing Coordinator (2)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00	100.00%	1.00	\$ 56,000.00	\$ 56,000		
31	Housing Coordinator (3)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00	100.00%	1.00	\$ 56,000.00	\$ 56,000		
32	Housing Coordinator (4)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00	100.00%	1.00	\$ 56,000.00	\$ 56,000		
33	Housing Coordinator (5)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
34	Housing Coordinator (6)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
35	Housing Coordinator (7)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
36	Housing Coordinator (8)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
37	Housing Coordinator (9)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
38	Housing Coordinator (10)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
39	Housing Coordinator (11)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
40	Housing Coordinator (12)	\$ 52,000.00	1.00			\$ -	\$ 56,000.00	1.00			\$ -	\$ -		
41	Database Specialist	\$ 80,000.00	1.00	80.00%	0.80	\$ 21,333.33	\$ 84,000.00	1.00	80.00%	0.80	\$ 67,200.00	\$ 88,533		
42	Occupancy Specialist	\$ 55,000.00	1.00			\$ -	\$ 58,000.00	1.00	100.00%	1.00	\$ 58,000.00	\$ 58,000		
43	Operations Specialist	\$ 47,000.00	1.00	50.00%	0.50	\$ 7,833.33	\$ 50,000.00	1.00	50.00%	0.50	\$ 25,000.00	\$ 32,833		
44	Senior Accountant	\$ 80,000.00	1.00	40.00%	0.40	\$ 10,666.67	\$ 84,000.00	1.00	40.00%	0.40	\$ 33,600.00	\$ 44,267		
45	Accounts Receivable Supervisor	\$ 65,000.00	1.00	100.00%	1.00	\$ 21,666.67	\$ 69,000.00	1.00	100.00%	1.00	\$ 69,000.00	\$ 90,667		
46	Accounts Payable Supervisor	\$ 60,000.00	1.00	100.00%	1.00	\$ 20,000.00	\$ 63,000.00	1.00	100.00%	1.00	\$ 63,000.00	\$ 83,000		
47	Contracts Manager	\$ 93,000.00	1.00	30.00%	0.30	\$ 9,300.00	\$ 98,000.00	1.00	30.00%	0.30	\$ 29,400.00	\$ 38,700		
54						\$ -					\$ -	\$ -		
55		TOTAL SALARIES					\$ 202,550.00	TOTAL SALARIES					\$ 998,450.00	\$ 1,201,000
56		TOTAL FTE		8.40			TOTAL FTE		14.40					
57		FRINGE BENEFIT RATE		28.00%			FRINGE BENEFIT RATE		28.00%					
58		EMPLOYEE FRINGE BENEFITS		\$ 56,714.00			EMPLOYEE FRINGE BENEFITS		\$ 279,566.00		\$ 336,280			
59		TOTAL SALARIES & BENEFITS		\$ 259,264.00			TOTAL SALARIES & BENEFITS		\$ 1,278,016.00		\$ 1,537,280			
60														
61														
62														

	A	B	C	D	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date	2/15/2021								
4	Provider Name	Brilliant Corners								
5	Program	Flexible Housing Subsidy Pool								
6	FSP Contract ID#	1000021034								
7	Budget Name	Prpp C FHSP								
8										
9		Year 1			Year 2			All Years		
10		2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2022
11		New		New	New		New	New	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ 18,312.00	\$ -	\$ 18,312.00	\$ 94,176.00	\$ -	\$ 94,176.00	\$ 112,488.00	\$ -	\$ 112,488.00
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 5,040.00	\$ -	\$ 5,040.00	\$ 25,920.00	\$ -	\$ 25,920.00	\$ 30,960.00	\$ -	\$ 30,960.00
15	Office Supplies, Postage	\$ 3,360.00	\$ -	\$ 3,360.00	\$ 17,280.00	\$ -	\$ 17,280.00	\$ 20,640.00	\$ -	\$ 20,640.00
16	Building Maintenance Supplies and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Printing and Reproduction	\$ 2,520.00	\$ -	\$ 2,520.00	\$ 12,960.00	\$ -	\$ 12,960.00	\$ 15,480.00	\$ -	\$ 15,480.00
18	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Staff Training	\$ 4,200.00	\$ -	\$ 4,200.00	\$ 14,400.00	\$ -	\$ 14,400.00	\$ 18,600.00	\$ -	\$ 18,600.00
20	Staff Travel-(Local & Out of Town)	\$ 6,720.00	\$ -	\$ 6,720.00	\$ 34,560.00	\$ -	\$ 34,560.00	\$ 41,280.00	\$ -	\$ 41,280.00
21	Office Furniture and Equipment	\$ 21,000.00	\$ -	\$ 21,000.00	\$ 50,400.00	\$ -	\$ 50,400.00	\$ 71,400.00	\$ -	\$ 71,400.00
22	Software	\$ 3,360.00	\$ -	\$ 3,360.00	\$ 17,280.00	\$ -	\$ 17,280.00	\$ 20,640.00	\$ -	\$ 20,640.00
23		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Legal	\$ -	\$ -	\$ -	\$ 21,232.00	\$ -	\$ 21,232.00	\$ 21,232.00	\$ -	\$ 21,232.00
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ 64,512.00	\$ -	\$ 64,512.00	\$ 288,208.00	\$ -	\$ 288,208.00	\$ 352,720.00	\$ -	\$ 352,720.00
69										
70	Other Expenses (not subject to indirect cost %)									
71	Direct Client Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	Actual Subsidy Costs	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 4,172,000.00	\$ -	\$ 4,172,000.00	\$ 4,412,000	\$ -	\$ 4,412,000
73	Actual Security Deposits	\$ 286,000.00	\$ -	\$ 286,000.00	\$ 580,800.00	\$ -	\$ 580,800.00	\$ 866,800	\$ -	\$ 866,800
74	Actual Furniture Costs	\$ 78,000.00	\$ -	\$ 78,000.00	\$ 158,400.00	\$ -	\$ 158,400.00	\$ 236,400	\$ -	\$ 236,400
75	Actual Relocation costs	\$ -	\$ -	\$ -	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 104,000	\$ -	\$ 104,000
76	Actual Damage Mitigation Funds	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 49,400.00	\$ -	\$ 49,400.00	\$ 59,400	\$ -	\$ 59,400
77	Actual Vacant Unit costs	\$ 143,000.00	\$ -	\$ 143,000.00	\$ 290,400.00	\$ -	\$ 290,400.00	\$ 433,400	\$ -	\$ 433,400
83										
84	TOTAL OTHER EXPENSES	\$ 757,000.00	\$ -	\$ 757,000.00	\$ 5,355,000.00	\$ -	\$ 5,355,000.00	\$6,112,000.00	\$ -	\$6,112,000.00
85										
86	Capital Expenses									
87	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	HSH #3							Template last modified		1/22/2020

Appendix C, Method of Payment

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

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
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 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

Appendix D - Interests in Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
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.

**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 **April 1, 2021**, Grant Agreement (the "Agreement") is dated as of **July 1, 2022** 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 Agreement under San Francisco Charter Section 9.118 by Resolution 262-22 on June 10, 2022; 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 **April 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 **February 15, 2021** and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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 **February 15, 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.

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 ARTICLE 5 USE AND DISBURSEMENT 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, **One Million Six Hundred Fourteen Thousand Five Hundred Dollars (\$1,614,500)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check

payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 Reserved. (State or Federal Funds).

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

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 **Forty Million One Hundred Sixty One Thousand Six Hundred and Three Dollars (\$40,161,603)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Six Hundred Fourteen Thousand Seven Hundred Twenty Seven Dollars (\$3,614,727)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

5.4 Reserved. (State or Federal Funds).

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
854 Folsom Street
San Francisco, CA 94107
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 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 July 1, 2022)

Appendix B, Budget (dated July 1, 2022)

Appendix C, Method of Payment (dated July 1, 2022)

Appendix D, Interests in Other City Grants (dated July 1, 2022)

2.7 Appendix A, Services to be Provided, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated July 1, 2022), for the period of February 15, 2021 to June 30, 2024.

2.8 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2022), for the period of February 15, 2021 to June 30, 2024.

2.9 Appendix C, Method of Payment, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2022).

2.10 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 July 1, 2022).

2.11 Appendix E, Permitted Subgrantees, of the Agreement is hereby deleted.

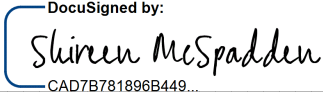
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

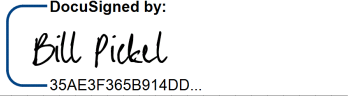
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

BRILLIANT CORNERS

By: 
Shireen McSpadden
Executive Director

By: 
William F. Pickel
Chief Executive Officer
City Supplier Number: 0000024002

Approved as to Form:
David Chiu
City Attorney

By: 
Virginia Dario Elizondo
Deputy City Attorney

Appendix A: Services to be Provided
by
Brilliant Corners
Flexible Housing Subsidy Pool

I. Purpose of Grant

The purpose of the grant is to administer the Flexible Housing Subsidy Pool (FHSP) to the served population. The goals of these services are to reduce the length of time that tenants spend experiencing homelessness, and to ensure that tenants retain housing once established.

II. Served Population

Grantee shall serve adult tenants:

- A. Aged 60 years or older, without custody of minor children;
- B. Aged 18 to 59, without custody of minor children; and
- C. Aged 18 to 29, without custody of minor children.

III. Referral and Prioritization

All new tenants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System, 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 services to the total number of tenants as described in the Appendix B, Budget. Grantee shall provide the following FHSP services during the term of this grant:

- A. Housing Location Services: Grantee shall provide Housing Location Services through the following activities to identify and secure housing units:
 - 1. Grantee shall conduct comprehensive housing searches and landlord recruitment to establish a portfolio of housing units that meet the needs of the served population. Units shall be reasonable in size, near transportation and other amenities, consistent with tenant preferences to the greatest degree possible, and accessible to tenants with disabilities.
 - 2. Grantee shall utilize their real estate expertise to secure appropriate housing units for the served population that may include but are not limited to a single unit in multi-unit buildings, blocks of units in multi-unit buildings, shared housing, and other options that help tenants achieve residential stability and overall health and well-being.
 - 3. Grantee shall employ skilled staff with experience in real estate, brokerage, sales, or other related fields, who are capable of establishing and maintaining successful relationships with landlords. Grantee staff shall have excellent communication skills, build clear expectations for landlords and tenants, serve as a liaison, and respond quickly and appropriately to any concerns or problems.
 - 4. Grantee shall partner with HSH to identify and act upon opportunities to secure units. This may include presentations, planning, and other activities needed to

engage new partners, secure real estate, or otherwise expand the housing inventory supported with FHSP resources.

- B. Housing Coordination Services: Grantee shall provide Housing Coordination services to match tenants to housing opportunities, eliminate barriers to housing placement, and allow for rapid placement into housing. Housing Coordination services include, but are not limited to:
1. Communication and coordination with Coordinated Entry Access Points and FHSP case management partners to remove any barriers to the housing referral process;
 2. Lease negotiation and rental subsidy administration on behalf of tenants placed into housing and lease review to ensure compliance with all local and State laws;
 3. Support to prospective tenants to secure units (e.g. completing housing applications, scheduling viewing appointments, and understanding lease and supporting documentation);
 4. Ensuring that case management providers collect all necessary documents to support tenants to successfully move into housing;
 5. Elimination of barriers to housing (e.g. assisting with clearance of outstanding utility debt, credit repair, correction of erroneous unlawful detainers);
 6. Initial and annual unit inspections to ensure compliance with Housing Quality Standards (HQS) and/or comparable habitability standards.
 7. Assessment and completion of minor repairs necessary to improve accessibility or other functional improvements;
 8. Payment for items needed during housing search and move-in (e.g. application fees, security deposit, furniture, and moving costs); and
 9. Income verification and rent calculation upon tenant move-in and annually thereafter, or sooner if a tenant's income changes.
- C. Subsidy Administration Services: Grantee shall provide Subsidy Administration Services to fulfill the administrative, financial, and record-keeping functions required to issue and document timely and accurate subsidy payments and other types of financial assistance. Subsidy Administration Services include, but are not limited to:
1. Initial payments associated with tenant move-in, including security deposits, first and last month's rent, including calculation of tenant monthly rental payment amounts;
 2. Timely and accurate payment of subsidies to landlords and property management, in accordance with negotiated leases;
 3. Timely and accurate payment of flexible funding to eliminate other barriers to housing; and
 4. The completion of regular income verification and rent calculation for each tenant receiving a subsidy and timely notices to tenants for any changes in rent, and reflecting rent changes in subsidy payments.
- D. Landlord Liaison Services: Grantee shall provide Landlord Liaison Services to support ongoing housing stability, including serving as a liaison between landlords and tenants. Landlord Liaison Services include, but are not limited to:

1. Coaching tenants on being a good neighbor, developing tenancy skills, lease requirements, and other topics that support stable tenancy;
2. Monthly home visits for the first three months of a tenant's tenure in housing, and quarterly thereafter. Grantee shall also check in with each landlord at least quarterly to ensure satisfaction;
3. Regular communications with landlords to identify and address concerns on a proactive basis;
4. Collaboration with FHSP case management provider partners to ensure that tenants are able to pay rent on time, cultivate healthy relationships with neighbors and landlords, maintain connection to benefits and other community resources, and resolve any tenancy issues. Coordination shall consist of regular, informal communication as well as structured case coordination meetings that occur at least monthly;
5. Immediate responses to lease violations or other complaints, with the goal of finding resolutions that do not jeopardize housing stability. If lease violations cannot be resolved, Grantee shall work closely with landlords and tenants to coordinate relocation prior to eviction; and
6. Ensuring that landlords fulfil their legal responsibilities, including conducting repairs, issuing proper notices, supporting tenants' rights to Fair Housing, and adhering to lease terms.

V. Location and Time of Services

Grantee shall provide services at Brilliant Corners, 1360 Mission Street, on Monday through Friday from 9:00 am to 5:00 pm. Grantee shall provide services at tenants' houses or other field locations, as needed. Grantee shall provide a 24-hour hotline for tenants and landlords to report issues and incidents that occur outside of business hours.

VI. Service Requirements

- A. 1:50 Housing Coordinator Ratio: Grantee shall maintain a 1:50 ratio of Housing Coordinator to HSH adult units.
- 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 tenants who primarily speak language(s) other than English.
- 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 tenants' 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, such as, but not limited to hearings on issues related to homelessness; and
3. Attendance of trainings, as requested.

G. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called by staff or guests and when Child Protective Services removes a child. An example is a domestic violence incident.

H. 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.

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

J. Record Keeping and Files:

1. Grantee shall maintain all eligibility, income verification and inspection documentation in the Online Navigation and Entry (ONE) System 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 during the term of this grant. All service objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All service objectives below will be monitored by sampling tenant files during annual program monitoring visits:

A. Housing Location Services

1. Grantee shall provide 100 percent of tenants with Housing Location Services.

B. Housing Coordination Services

1. Grantee shall provide 100 percent of tenants with Housing Coordination services.
2. Grantee shall provide 100 percent of tenants with at least one home visit per month for the first three months to support their landlord relationship.

C. Subsidy Administration Services

1. Grantee shall issue 100 percent of subsidy payments on or before the first of the month every month for each tenant.

D. Landlord Liaison Services

1. Grantee shall provide 100 percent of tenants with Landlord Liaison Services.
2. Grantee shall respond to 100 percent of requests from tenants/landlords submitted on the 24-hour hotline within two business days.
3. Grantee shall administer an annual Tenant Satisfaction survey to 100 percent of tenants that are active in the program.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All outcome objectives will be monitored using ONE system data:

- A. The following Outcome Objectives shall apply to Housing Location Services and Housing-Focused Case Management Services:
 - 1. At least 90 percent of tenants enrolled in the program will successfully move into housing as verified via their housing move-in date.
- B. The following Outcome Objectives shall apply to Housing Location Services and Housing-Focused Case Management Services:
 - 1. The average length of time that tenants spend homeless, from referral to housing move-in, shall be less than or equal to 75 days, as calculated by [Housing Move-in Date]-[Referral Start Date]/Count of tenants with a [Housing Move-In Date].
- C. The following Outcome Objectives shall apply to Housing-Focused Case Management Services and Landlord Liaison Services:
 - 1. Ninety percent of households will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.

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 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 tenants and eviction notices issued to tenants residing in City-funded housing through the annual HSH administered Eviction Survey. Grantee shall adhere to all deadlines for submission as required by HSH.
- D. 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.
- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- F. Grantee shall 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, tenant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: 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	N	O	P	
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	2/15/2021	6/30/2022	2													
6	Amended Term	2/15/2021	6/30/2024	4													
7					Year 1	Year 2	Year 3	Year 4									
8	Service Component				2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024									
10	Prop C - Housing Locator, Housing Placement, & Rental Assistance				0	150	300	300									
11	Prop C - Flex Pool				0	100	200	200									
12																	
13																	
14																	
15																	
16																	
17																	
18																	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	APPENDIX B, BUDGET																		
3	Document Date	4/6/2022																	
4	Contract Term	Begin Date	End Date	Duration (Years)															
5	Current Term	2/15/2021	6/30/2022	2															
6	Amended Term	2/15/2021	6/30/2024	4															
7	Provider Name	Brilliant Corners																	
8	Program	Flexible Housing Subsidy Pool																	
9	FSP Contract ID#	1000021034																	
10	Action (select)	Amendment																	
11	Effective Date	7/1/2022																	
12	Budget Names	Prop C - Flex Pool, Prop C - Housing Locator, Housing Placement, & Rental Assistance																	
13		Current	New																
14	Term Budget	\$ 6,424,153	\$ 36,546,876																
15	Contingency	\$ 3,475,847	\$ 3,614,727	12%															
16	Not-To-Exceed	\$ 9,900,000	\$ 40,161,603																
		Year 1			Year 2			Year 3			Year 4			CC					
17		2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	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	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2024			
18		Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
19	Expenditures																		
20	Salaries & Benefits	\$ -	\$ -	\$ -	\$ 1,571,375.00	\$ -	\$ 1,571,375.00	\$ -	\$ 2,833,152	\$ 2,833,152	\$ -	\$ 3,145,427	\$ 3,145,427	\$ 1,571,375.00	\$ 5,978,578.92	\$ 7,549,953.92			
21	Operating Expense	\$ 1,980.00	\$ -	\$ 1,980.00	\$ 382,310.35	\$ -	\$ 382,310.35	\$ -	\$ 678,831	\$ 678,831	\$ -	\$ 753,653	\$ 753,653	\$ 384,290.35	\$ 1,432,484.57	\$ 1,816,774.92			
22	Subtotal	\$ 1,980.00	\$ -	\$ 1,980.00	\$ 1,953,685.35	\$ -	\$ 1,953,685.35	\$ -	\$ 3,511,983	\$ 3,511,983	\$ -	\$ 3,899,081	\$ 3,899,081	\$ 1,955,665.35	\$ 7,411,063.49	\$ 9,366,728.84			
23	Indirect Percentage	15.00%		15.00%	15.00%		15.00%												
24	Indirect Cost (Line 21 X Line 22)	\$ 297.00	\$ -	\$ 297.000	\$ 293,052.80	\$ -	\$ 293,052.80	\$ -	\$ 526,797	\$ 526,797	\$ -	\$ 584,862	\$ 584,862	\$ 293,349.80	\$ 1,111,659.52	\$ 1,405,009.33			
25	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ 4,175,137.91	\$ -	\$ 4,175,137.91	\$ -	\$ 10,800,000	\$ 10,800,000	\$ -	\$ 10,800,000	\$ 10,800,000	\$ 4,175,137.91	\$ 21,600,000.00	\$ 25,775,137.91			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 2,277	\$ -	\$ 2,277	\$ 6,421,876	\$ -	\$ 6,421,876	\$ -	\$ 14,838,780	\$ 14,838,780	\$ -	\$ 15,283,943	\$ 15,283,943	\$ 6,424,153	\$ 30,122,723	\$ 36,546,876			
29																			
30	HSH Revenues (select)																		
31	Prop C	\$ 2,277	\$ -	\$ 2,277	\$ 6,421,876	\$ -	\$ 6,421,876	\$ -	\$ 14,838,780	\$ 14,838,780	\$ -	\$ 15,283,943	\$ 15,283,943	\$ 6,424,153	\$ 30,122,723	\$ 36,546,876			
32		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 2,277	\$ -	\$ 2,277	\$ 6,421,876	\$ -	\$ 6,421,876	\$ -	\$ 14,838,780	\$ 14,838,780	\$ -	\$ 15,283,943	\$ 15,283,943	\$ 6,424,153	\$ 30,122,723	\$ 36,546,876			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																		
42	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48																			
49	Total HSH + Other Revenues	\$ 2,277	\$ -	\$ 2,277	\$ 6,421,876	\$ -	\$ 6,421,876	\$ -	\$ 14,838,780	\$ 14,838,780	\$ -	\$ 15,283,943	\$ 15,283,943	\$ 6,424,153	\$ 30,122,723	\$ 36,546,876			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52	Total Adjusted Salary FTE (All Budgets)			8.40			18.25			31.70			34.93						
53																			
54	Prepared by	Daniel Hagos Tyler Fong																	
55	Phone	N/A																	
56	Email	dhagos@brilliantcorners.org; tfong@brilliantcorners.org																	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	APPENDIX B, BUDGET																		
3	Document Date	4/6/2022																	
4	Contract Term	Begin Date	End Date	Duration (Years)															
5	Current Term	2/15/2021	6/30/2022	2															
6	Amended Term	2/15/2021	6/30/2024	4															
7	Provider Name	Brilliant Corners																	
8	Program	Flexible Housing Subsidy Pool																	
9	FSP Contract ID#	1000021034																	
10	Action (select)	Amendment																	
11	Effective Date	7/1/2022																	
12	Budget Name	Prop C - Housing Locator, Housing Placement,																	
13		Current	New																
14	Term Budget	\$ 3,815,621	\$ 21,889,255																
15	Contingency	\$ 3,475,847	\$ 3,614,727	12%															
16	Not-To-Exceed	\$ 9,900,000	\$ 40,161,603																
17		Year 1			Year 2			Year 3			Year 4			All Years					
18		2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	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	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2024			
19		Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New			
20	Expenditures																		
21	Salaries & Benefits	\$ -	\$ -	\$ -	\$ 1,195,155	\$ -	\$ 1,195,155	\$ -	\$ 1,676,801	\$ 1,676,801	\$ -	\$ 1,861,622	\$ 1,861,622	\$ 1,195,155	\$ 3,538,424	\$ 4,733,579			
22	Operating Expense	\$ 1,980	\$ -	\$ 1,980	\$ 306,763	\$ -	\$ 306,763	\$ -	\$ 430,388	\$ 430,388	\$ -	\$ 477,827	\$ 477,827	\$ 308,743	\$ 908,215	\$ 1,216,958			
23	Subtotal	\$ 1,980	\$ -	\$ 1,980	\$ 1,501,918	\$ -	\$ 1,501,918	\$ -	\$ 2,107,190	\$ 2,107,190	\$ -	\$ 2,339,449	\$ 2,339,449	\$ 1,503,898	\$ 4,446,638	\$ 5,950,536			
24	Indirect Percentage	15.00%		15.00%	15.00%		15.00%	15.00%	15.00%		15.00%	15.00%	15.00%		15.00%				
25	Indirect Cost (Line 21 X Line 22)	\$ 297	\$ -	\$ 297	\$ 225,288	\$ -	\$ 225,288	\$ -	\$ 316,078	\$ 316,078	\$ -	\$ 350,917	\$ 350,917	\$ 225,585	\$ 666,996	\$ 892,580			
26	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ 2,086,138	\$ -	\$ 2,086,138	\$ -	\$ 6,480,000	\$ 6,480,000	\$ -	\$ 6,480,000	\$ 6,480,000	\$ 2,086,138	\$ 12,960,000	\$ 15,046,138			
27	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
29	Total Expenditures	\$ 2,277	\$ -	\$ 2,277	\$ 3,813,344	\$ -	\$ 3,813,344	\$ -	\$ 8,903,268	\$ 8,903,268	\$ -	\$ 9,170,366	\$ 9,170,366	\$ 3,815,621	\$ 18,073,634	\$ 21,889,255			
30	HSH Revenues (select)																		
31	Prop C	\$ 2,277		\$ 2,277	\$ 3,813,344		\$ 3,813,344		\$ 8,903,268	\$ 8,903,268		\$ 9,170,366	\$ 9,170,366	\$ 3,815,621	\$ 18,073,634	\$ 21,889,255			
32	Total HSH Revenues	\$ 2,277	\$ -	\$ 2,277	\$ 3,813,344	\$ -	\$ 3,813,344	\$ -	\$ 8,903,268	\$ 8,903,268	\$ -	\$ 9,170,366	\$ 9,170,366	\$ 3,815,621	\$ 18,073,634	\$ 21,889,255			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																		
42	None	\$ -		\$ -	\$ -		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
43		\$ -		\$ -	\$ -		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
44	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
45	Total HSH + Other Revenues	\$ 2,277	\$ -	\$ 2,277	\$ 3,813,344	\$ -	\$ 3,813,344	\$ -	\$ 8,903,268	\$ 8,903,268	\$ -	\$ 9,170,366	\$ 9,170,366	\$ 3,815,621	\$ 18,073,634	\$ 21,889,255			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
53	Prepared by	Daniel Hagos Tyler Fong																	
54	Phone	N/A																	
55	Email	dhagos@brilliantcorners.org; tfong@brilliantcorners.org																	

	A	B	C	D	E	F	G	H	I	J	K	L	M	AF	AG	AH	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																
2	OPERATING DETAIL																
3	Document Date	4/6/2022															
4	Provider Name	Brilliant Corners															
5	Program	Flexible Housing Subsidy Pool															
6	FSP Contract ID#	1000021034															
7	Budget Name	Prop C - Housing Locator, Housing Place															
8		EXTENSION YEAR						EXTENSION YEAR									
9		Year 1			Year 2			Year 3			Year 4			All Years			
10		2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	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	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2024	
11		Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New	
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property	\$ -	\$ -	\$ -	\$ 94,176	\$ -	\$ 94,176	\$ 132,129	\$ -	\$ 132,129	\$ 146,692	\$ -	\$ 146,692	\$ 94,176	\$ 278,821	\$ 372,997	
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ -	\$ -	\$ -	\$ 25,920	\$ -	\$ 25,920	\$ 36,366	\$ -	\$ 36,366	\$ 40,374	\$ -	\$ 40,374	\$ 25,920	\$ 76,740	\$ 102,660	
15	Office Supplies, Postage	\$ -	\$ -	\$ -	\$ 17,280	\$ -	\$ 17,280	\$ 24,244	\$ -	\$ 24,244	\$ 26,916	\$ -	\$ 26,916	\$ 17,280	\$ 51,160	\$ 68,440	
16	Building Maintenance Supplies and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ 12,960	\$ -	\$ 12,960	\$ 18,183	\$ -	\$ 18,183	\$ 20,187	\$ -	\$ 20,187	\$ 12,960	\$ 38,370	\$ 51,330	
18	Insurance	\$ -	\$ -	\$ -	\$ 9,860	\$ -	\$ 9,860	\$ 13,834	\$ -	\$ 13,834	\$ 15,358	\$ -	\$ 15,358	\$ 9,860	\$ 29,192	\$ 39,052	
19	Staff Training	\$ 1,980	\$ -	\$ 1,980	\$ 14,400	\$ -	\$ 14,400	\$ 20,203	\$ -	\$ 20,203	\$ 22,430	\$ -	\$ 22,430	\$ 16,380	\$ 42,633	\$ 59,013	
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ 34,560	\$ -	\$ 34,560	\$ 48,488	\$ -	\$ 48,488	\$ 53,832	\$ -	\$ 53,832	\$ 34,560	\$ 102,320	\$ 136,880	
21	Office Furniture and Equipment	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ 49,105	\$ -	\$ 49,105	\$ 54,517	\$ -	\$ 54,517	\$ 35,000	\$ 103,622	\$ 138,622	
22	Software	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ 49,105	\$ -	\$ 49,105	\$ 54,517	\$ -	\$ 54,517	\$ 35,000	\$ 103,622	\$ 138,622	
23	Client Background Checks	\$ -	\$ -	\$ -	\$ 6,375	\$ -	\$ 6,375	\$ 8,944	\$ -	\$ 8,944	\$ 9,930	\$ -	\$ 9,930	\$ 6,375	\$ 18,874	\$ 25,249	
24		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
44	Legal	\$ -	\$ -	\$ -	\$ 21,232	\$ -	\$ 21,232	\$ 29,788	\$ -	\$ 29,788	\$ 33,072	\$ -	\$ 33,072	\$ 21,232	\$ 62,860	\$ 84,092	
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
55	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
56	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
67		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
68																	
69	TOTAL OPERATING EXPENSES	\$ 1,980.00	\$ -	\$ 1,980.00	\$ 306,763.00	\$ -	\$ 306,763.00	\$ -	\$ 430,388.21	\$ 430,388.21	\$ -	\$ 477,826.56	\$ 477,826.56	\$ 308,743.00	\$ 908,214.77	\$ 1,216,957.77	
70																	
71	Other Expenses (not subject to indirect cost %)																
72	Direct Client Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
73	Actual Subsidy Costs	\$ -	\$ -	\$ -	\$ 1,209,737.91	\$ -	\$ 1,209,737.91	\$ 3,757,710	\$ -	\$ 3,757,710	\$ 3,757,710	\$ -	\$ 3,757,710	\$ 1,209,738	\$ 7,515,420.36	\$ 8,725,158	
74	Actual Security Deposits	\$ -	\$ -	\$ -	\$ 374,000.00	\$ -	\$ 374,000.00	\$ 1,161,726	\$ -	\$ 1,161,726	\$ 1,161,726	\$ -	\$ 1,161,726	\$ 374,000	\$ 2,323,451.38	\$ 2,697,451	
75	Actual Furniture Costs	\$ -	\$ -	\$ -	\$ 136,000.00	\$ -	\$ 136,000.00	\$ 422,446	\$ -	\$ 422,446	\$ 422,446	\$ -	\$ 422,446	\$ 136,000	\$ 844,891.41	\$ 980,891	
76	Actual Relocation costs	\$ -	\$ -	\$ -	\$ 130,000.00	\$ -	\$ 130,000.00	\$ 403,808	\$ -	\$ 403,808	\$ 403,808	\$ -	\$ 403,808	\$ 130,000	\$ 807,616.79	\$ 937,617	
77	Actual Damage Mitigation Funds	\$ -	\$ -	\$ -	\$ 49,400.00	\$ -	\$ 49,400.00	\$ 153,447	\$ -	\$ 153,447	\$ 153,447	\$ -	\$ 153,447	\$ 49,400	\$ 306,894.38	\$ 356,294	
78	Actual Vacant Unit costs	\$ -	\$ -	\$ -	\$ 187,000.00	\$ -	\$ 187,000.00	\$ 580,863	\$ -	\$ 580,863	\$ 580,863	\$ -	\$ 580,863	\$ 187,000	\$ 1,161,725.69	\$ 1,348,726	
79		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
85	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ 2,086,138	\$ -	\$ 2,086,138	\$ -	\$ 6,480,000	\$ 6,480,000	\$ -	\$ 6,480,000	\$ 6,480,000	\$ 2,086,138	\$ 12,960,000	\$ 15,046,138	
86																	
87	Capital Expenses																
88	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95																	
96	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
97																	
98	HSH #3															Template last modified 1/22/2020	

	A	B	C	D	H	I	J	K	L	M	N	O	P	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																
2	APPENDIX B, BUDGET																
3	Document Date	4/6/2022															
4	Contract Term	Begin Date	End Date	Duration (Years)													
5	Current Term	2/15/2021	6/30/2022	2													
6	Amended Term	2/15/2021	6/30/2024	4													
7	Provider Name	Brilliant Corners															
8	Program	Flexible Housing Subsidy Pool															
9	FSP Contract ID#	1000021034															
10	Action (select)	Amendment															
11	Effective Date	7/1/2022															
12	Budget Name	Prop C - Flex Pool															
13		Current	New														
14	Term Budget	\$ 2,608,532	\$ 14,657,622														
15	Contingency	\$ 3,475,847	\$ 3,614,727														
16	Not-To-Exceed	\$ 9,900,000	\$ 40,161,603														
					EXTENSION YEAR			EXTENSION YEAR									
		Year 2			Year 3			Year 4			All Years						
17		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	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	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2024				
18		Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New				
19	Expenditures																
20	Salaries & Benefits	\$ 376,220	\$ -	\$ 376,220	\$ -	\$ 1,156,350	\$ 1,156,350	\$ -	\$ 1,283,805	\$ 1,283,805	\$ 376,220	\$ 2,440,155.198	\$ 2,816,375.198				
21	Operating Expense	\$ 75,547	\$ -	\$ 75,547	\$ -	\$ 248,443	\$ 248,443	\$ -	\$ 275,827	\$ 275,827	\$ 75,547	\$ 524,269.810	\$ 599,817.160				
22	Subtotal	\$ 451,767	\$ -	\$ 451,767	\$ -	\$ 1,404,793	\$ 1,404,793	\$ -	\$ 1,559,632	\$ 1,559,632	\$ 451,767	\$ 2,964,425.008	\$ 3,416,192.358				
23	Indirect Percentage	15.00%		15.00%	15.00%		15.00%	15.00%		15.00%							
24	Indirect Cost (Line 21 X Line 22)	\$ 67,765	\$ -	\$ 67,765	\$ -	\$ 210,719	\$ 210,719	\$ -	\$ 233,945	\$ 233,945	\$ 67,765	\$ 444,663.75	\$ 512,428.85				
25	Other Expenses (Not subject to indirect %)	\$ 2,089,000	\$ -	\$ 2,089,000	\$ -	\$ 4,320,000	\$ 4,320,000	\$ -	\$ 4,320,000	\$ 4,320,000	\$ 2,089,000	\$ 8,640,000.00	\$ 10,729,000.00				
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
28	Total Expenditures	\$ 2,608,532	\$ -	\$ 2,608,532	\$ -	\$ 5,935,512	\$ 5,935,512	\$ -	\$ 6,113,577	\$ 6,113,577	\$ 2,608,532	\$ 12,049,089	\$ 14,657,621				
29																	
30	HSH Revenues (select)																
31	Prop C	\$ 2,608,532		\$ 2,608,532		\$ 5,935,512	\$ 5,935,512		\$ 6,113,577	\$ 6,113,577	\$ 2,608,532	\$ 12,049,089	\$ 14,657,622				
32				\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
40	Total HSH Revenues	\$ 2,608,532	\$ -	\$ 2,608,532	\$ -	\$ 5,935,512	\$ 5,935,512	\$ -	\$ 6,113,577	\$ 6,113,577	\$ 2,608,532	\$ 12,049,089	\$ 14,657,622				
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																
42				\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
43				\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
48																	
49	Total HSH + Other Revenues	\$ 2,608,532	\$ -	\$ 2,608,532	\$ -	\$ 5,935,512	\$ 5,935,512	\$ -	\$ 6,113,577	\$ 6,113,577	\$ 2,608,532	\$ 12,049,089	\$ 14,657,622				
50	Rev-Exp (Budget Match Check)	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -				
52	Prepared by	Daniel Hagos Tyler Fong															
53	Phone	N/A															
54	Email	dhagos@brilliantcorners.org; tfong@brilliantcorners.org															
55																	

	A	E	F	G	H	I	J	K	L	M	AF	AG	AH
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	EXTENSION YEAR						EXTENSION YEAR						
9	Year 2			Year 3			Year 4			All Years			
10	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	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	2/15/2021 - 6/30/2022	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2024	
11	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New	
12	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Rental of Property	\$ 18,270	\$ -	\$ 18,270	\$ 57,000	\$ 57,000	\$ 63,283	\$ 63,283	\$ 18,270	\$ 120,283	\$ 138,553		
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 3,915	\$ -	\$ 3,915	\$ 15,000	\$ 15,000	\$ 16,653	\$ 16,653	\$ 3,915	\$ 31,653	\$ 35,568		
15	Office Supplies, Postage	\$ 3,915	\$ -	\$ 3,915	\$ 15,000	\$ 15,000	\$ 16,653	\$ 16,653	\$ 3,915	\$ 31,653	\$ 35,568		
16	Building Maintenance Supplies and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
17	Printing and Reproduction	\$ 1,958	\$ -	\$ 1,958	\$ 10,000	\$ 10,000	\$ 11,102	\$ 11,102	\$ 1,958	\$ 21,102	\$ 23,060		
18	Insurance	\$ 1,414	\$ -	\$ 1,414	\$ 8,000	\$ 8,000	\$ 8,882	\$ 8,882	\$ 1,414	\$ 16,882	\$ 18,296		
19	Staff Training	\$ 4,350	\$ -	\$ 4,350	\$ 14,000	\$ 14,000	\$ 15,543	\$ 15,543	\$ 4,350	\$ 29,543	\$ 33,893		
20	Staff Travel-(Local & Out of Town)	\$ 5,220	\$ -	\$ 5,220	\$ 16,000	\$ 16,000	\$ 17,764	\$ 17,764	\$ 5,220	\$ 33,764	\$ 38,984		
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
22	Software	\$ 11,061	\$ -	\$ 11,061	\$ 34,395	\$ 34,395	\$ 38,186	\$ 38,186	\$ 11,061	\$ 72,581	\$ 83,642		
23	Office Furniture & Equipment	\$ 15,225	\$ -	\$ 15,225	\$ 47,343	\$ 47,343	\$ 52,561	\$ 52,561	\$ 15,225	\$ 99,904	\$ 115,129		
24	Telephone	\$ 5,220	\$ -	\$ 5,220	\$ 16,205	\$ 16,205	\$ 17,991	\$ 17,991	\$ 5,220	\$ 34,196	\$ 39,416		
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
43	Legal	\$ 5,000	\$ -	\$ 5,000	\$ 15,500	\$ 15,500	\$ 17,208	\$ 17,208	\$ 5,000	\$ 32,708	\$ 37,708		
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
54	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
55	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
68	TOTAL OPERATING EXPENSES	\$ 75,547	\$ -	\$ 75,547	\$ 248,443	\$ 248,443	\$ 275,827	\$ 275,827	\$ 75,547	\$ 524,270	\$ 599,817		
69													
70	Other Expenses (not subject to indirect cost %)												
71	Direct Client Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
72	Actual Subsidy Costs	\$ 2,064,000	\$ -	\$ 2,064,000	\$ 4,268,301	\$ 4,268,301	\$ 4,268,301	\$ 4,268,301	\$ 2,064,000	\$ 8,536,601	\$ 10,600,601		
73	Actual Security Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
74	Actual Furniture Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
75	Actual Relocation costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
76	Actual Damage Mitigation Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
77	Actual Vacant Unit costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
78	Client Miscellaneous	\$ 25,000	\$ -	\$ 25,000	\$ 51,699	\$ 51,699	\$ 51,699	\$ 51,699	\$ 25,000	\$ 103,399	\$ 128,399		
83													
84	TOTAL OTHER EXPENSES	\$ 2,089,000	\$ -	\$ 2,089,000	\$ 4,320,000	\$ 4,320,000	\$ 4,320,000	\$ 4,320,000	\$ 2,089,000	\$ 8,640,000	\$ 10,729,000		
85													
86	Capital Expenses												
87	None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
94													
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
96													
97	HS#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 below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

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

B. Invoicing System:

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

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

C. Reserved. (Line Item Variance).

D. Reserved. (Spend Down).

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
 - a. Be easily searchable (e.g., PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;

- c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund & 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>
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>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide documentation for all 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 or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance

payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

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

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

B. Advance Request Process:

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

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall 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 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.

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

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

THIS AMENDMENT of the **April 1, 2021** Grant Agreement (the "Agreement") is dated as of **July 1, 2024** 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 San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to update the Agreement in order to extend the agreement term; and

WHEREAS, the Board of Supervisors approved this Amendment under San Francisco Charter Section 9.118 by Resolution No. 262-22 on June 10, 2022; and

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" shall mean the Agreement dated **April 1, 2021** between Grantee and City; and **First Amendment**, dated **July 1, 2022**.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum

Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

2.1 Section 3.2 Duration of Term of the Agreement currently reads as follows:

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **February 15, 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 replaced in its entirety to read as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **February 15, 2021** and expire on **June 30, 2025**, 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 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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 **Forty Million One Hundred Sixty One Thousand Six Hundred and Three Dollars (\$40,161,603)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Six Hundred Fourteen Thousand Seven Hundred Twenty Seven Dollars (\$3,614,727)** 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 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 **Forty Million One Hundred Sixty One Thousand Six Hundred Three Dollars (\$40,161,603).**

2.4 Section 5.2 Use of Grant Funds of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses 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.

2.5 Section 5.4 Reserved. (State or Federal Funds of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.4 State or Federal Funds.

(a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** Where the funding for this Agreement is provided in full or in part by a federal or state Grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

2.6 Section 6.7 Submitting False Claims of the Agreement is hereby deleted and replaced in its entirety with:

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. 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.

2.7 Section 10.1 Types and Amounts of Coverage of the Agreement is hereby replaced in its entirety to read as follows:

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 and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (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.

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

13.3 Subcontracting. If the 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 the Budget 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 in the 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.

2.9 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is 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
854 Folsom Street
San Francisco, CA 94107
Attn: Bill Pickel
BPickel@BrilliantCorners.org

Any notice of default must be sent by certified mail or other trackable written communication.

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.

2.10 Section 16.8 Requiring Minimum Compensation for Employees of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

2.11 Section 16.21 Compliance with Other Laws of the Agreement is hereby deleted and replaced in its entirety to read as follows:

(a) 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.

(b) 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 subcontractors/subgrantees/subrecipients 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 subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.12 Section 16.23 Reserved. (Additional Requirements for Federally-Funded Awards) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

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

2.13 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 July 1, 2024)
- Appendix B, Budget (dated July 1, 2024)
- Appendix C, Method of Payment (dated July 1, 2024)
- Appendix D, Interests in Other City Grants (dated July 1, 2024)

2.14 Section 17.12 Dispute Resolution Procedure of the Agreement is hereby deleted and replaced with the following:

17.12 Reserved.

- 2.15 Section 17.14 Services During a City-Declared Emergency** of the Agreement is hereby deleted and replaced with the following:

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 Eligible Expenses. Any services provided beyond those listed in Eligible Expenses must be approved by the Department.

- 2.16 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 July 1, 2024), for the period of July 1, 2024 to June 30, 2025.
- 2.17 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2024), for the period of February 15, 2021 to June 30, 2025.
- 2.18 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2024).
- 2.19 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 July 1, 2024).

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.

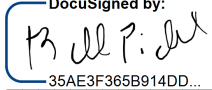
CITY

GRANTEE


**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

BRILLIANT CORNERS

By: 
CAD7B781896B449...
Shireen McSpadden
Executive Director

By: 
35AE3F365B914DD...
William F. Pickel
Chief Executive Officer
City Supplier Number: 24002

Approved as to Form:
David Chiu
City Attorney

By: 
1AFBEA6D5F35481...
Adam Radtke
Deputy City Attorney

Appendix A, Services to be Provided
by
Brilliant Corners
Flexible Housing Subsidy Pool

I. Purpose of Grant

The purpose of the grant is to administer all service components of the Flexible Housing Subsidy Pool (FHSP) to the served population. The goals of these services are to reduce the length of time participants spend experiencing homelessness, support the served population in retaining their housing, and to facilitate moves to other appropriate housing, as needed.

II. Served Population

Grantee shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age.

III. Referral and Prioritization

All new participants will be referred by the San Francisco Department of Homelessness and Supportive Housing (HSH) via Coordinated Entry, which organizes the City and County of San Francisco's Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method.

IV. Description of Services

Grantee shall provide Support Services to the total number participants as listed in Appendix B, Budget ("Number Served" tab). FHSP services are voluntary and shall be available to all participants. Support Services shall include, but are not limited to, the following:

- A. Housing Location Services: Grantee shall provide Housing Location Services to identify and secure housing units. Housing Location Services shall include, but are not limited, to the following:
1. Grantee shall conduct landlord recruitment and establish relationships with landlords, property owners, and property management companies that agree to house qualifying participants;
 2. Grantee shall conduct comprehensive housing searches to identify units that meet participant needs. Units shall be reasonable in size, in close proximity to transportation and other amenities, consistent with participant preferences to the greatest degree possible, and accessible to participants with disabilities. Units may include, but are not limited to, single units in multi-family buildings, blocks of units in multi-family buildings, shared housing, and other options that help participants achieve residential stability and overall health and well-being;
 3. Grantee shall understand current housing laws, restrictions, applicability, and time periods for proactive communication with landlords and participants;
 4. Grantee shall build clear expectations for landlords and participants, and respond quickly and appropriately to any questions or concerns;
 5. Grantee shall engage with local landlord organizations and housing associations to educate them on housing subsidy opportunities to increase visibility, awareness, and engagement across the larger marketplace;

6. Grantees shall utilize innovative strategies to remove barriers to housing, and negotiate partnerships to increase landlord engagement and participation in rental assistance programs;
 7. Grantee shall partner with HSH to identify and act upon opportunities to secure units. This may include presentations, planning, and other activities needed to engage new partners, or otherwise expand the housing inventory supported with FHSP resources.
 8. Grantee may provide subsidies for units outside of San Francisco if every effort has been made to find housing within San Francisco, or if a tenant requests to move outside the City.
- B. Housing Coordination Services: Grantee shall provide Housing Coordination Services to match participants to housing opportunities, eliminate barriers to housing placement, and allow for rapid placement into housing. Housing Coordination Services include, but are not limited to, the following:
1. Grantee shall communicate and coordinate with Coordinated Entry and FHSP case management partners to remove any barriers to the housing referral process;
 2. Grantee shall negotiate lease terms on behalf of participants being placed into housing, and conduct lease review to ensure compliance with local and state laws and regulations;
 3. Grantee shall support referrals in securing units (e.g. completing housing applications, scheduling viewing appointments, and understanding lease and supporting documentation);
 4. Grantee shall partner with case management providers to collect all necessary documents to support participants to successfully move into housing;
 5. Grantee shall work to eliminate barriers to housing (e.g. assisting with clearance of outstanding utility debt, credit repair, and correcting erroneous unlawful detainers);
 6. Grantee shall conduct initial and annual unit inspections to ensure compliance with Housing Quality Standards (HQS) and/or comparable habitability standards;
 7. Grantee shall utilize fair market rent (FMR) to determine if a unit is reasonable and within funding parameters;
 8. Grantee shall provide education on tenancy requirements, including helping participants understand lease requirements, demonstrating how to turn on utilities and access online portals, and providing any other tenancy education as needed;
 9. Grantee shall work with property management to complete an assessment and conduct any requisite minor repairs to improve accessibility or other functional enhancements;
 10. Grantee shall support payment of items needed during housing search and move-in (e.g., application fees, security deposit, furniture, and moving costs) in alignment with funding compliance;
 11. Grantee shall support with resolving maintenance requests, lease violations, lockouts, and all other unit-related challenges; and
 12. Grantee shall conduct home visits in a manner and frequency consistent with the Engagement Policy.

- C. Subsidy Administration Services: Grantee shall provide Subsidy Administration Services to fulfill the administrative, financial, and record-keeping functions required to issue and document timely and accurate subsidy payments and other types of financial assistance. Subsidy Administration Services include, but are not limited to, the following:
1. Grantee shall complete timely and accurate payment of flexible funding to eliminate other barriers to housing;
 2. Grantee shall make initial payments associated with participant move-in, including security deposits, first month's rent, and subsequent monthly rental payments;
 3. Grantee shall set the expectation that participant rent is due on the first of the month and is paid directly to the landlord;
 4. Grantee shall complete timely and accurate payment of subsidies to landlords and property management, in accordance with negotiated leases;
 5. Grantee may provide subsidies for units outside of San Francisco if every effort has been made to find housing within San Francisco, or if a participant specifically requests to move outside of San Francisco;
 6. Grantee shall communicate with Housing Coordination staff to ensure the participants' income verification is up to date to ensure accurate subsidy calculation;
 7. The participant portion of the rent shall equal no more than thirty percent of the participant's monthly adjusted income. Adjustment factors include number of people in household; age of household members; anticipated income; expenses; allowances; and utilities paid by the household.
- D. Landlord Liaison Services: Grantee shall provide Landlord Liaison Services to support ongoing housing stability, including serving as a liaison between landlords and participants. Landlord Liaison Services include, but are not limited to, the following:
1. Grantee shall maintain quarterly communication, at minimum, with landlords to identify and address concerns on a proactive basis;
 2. Grantee shall regularly collaborate with FHSP case management partners to ensure participants can pay rent on time, cultivate healthy relationships with neighbors and landlords, and resolve any tenancy issues. Coordination shall consist of regular, informal communication as well as structured case coordination meetings that occur at least monthly;
 3. Grantee shall immediately respond to lease violations or other complaints, with the goal of finding resolutions that do not jeopardize housing stability. If lease violations cannot be resolved, Grantee shall work closely with landlords and participants to coordinate solutions prior to eviction;
 4. Grantee shall ensure landlords fulfill their legal responsibilities, including conducting repairs, issuing proper notices, supporting participants' rights to Fair Housing, and adhering to lease terms; and
 5. Grantee shall provide a point of contact for all partnering landlords to ensure rapid response to participant challenges and any issues that may arise.

V. Location and Time of Services

Grantee shall provide services at 854 Folsom Street, San Francisco, CA 94107 on Monday through Friday from 9:00 am to 5:00 pm. Grantee shall provide services at participants' houses or other field locations, as needed.

VI. Service Requirements

- A. 1:50 Housing Coordinator Ratio: Grantee shall maintain a 1:50 ratio of Housing Coordinator to HSH adult units.
- B. Income Verification: Grantee shall complete income verification for participants upon program enrollment and, thereafter, shall complete income recertification annually, at minimum, to ensure continued eligibility. During annual income recertification, Grantee shall revisit participant rent calculations and determine an appropriate rental contribution;
- C. Language 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 the served population 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>.
- D. 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.
- E. 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.
- F. Grievance Procedure:
 - 1. Grantee shall establish and maintain a written Grievance Procedure for participants, that shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a participant can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the

household to contact after the household has exhausted Grantee's internal Grievance Procedure.

2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each participant and obtain a signed copy of the form from the participant, which must be maintained in the participant's file. Additionally, Grantee shall post the policy at all times in a location visible to participants and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
- G. Reasonable Accommodation Policy: Grantee shall, at program entry, review and provide a copy of a written Reasonable Accommodation policy and process to each participant and obtain a signed copy of the policy and process from the participant, which must be maintained in the participant's file.
- H. Termination Policy: Grantee shall establish due process for program termination and upload supporting documentation into the Online Navigation and Entry (ONE) System (or record in a comparable system for DV providers) at program termination.
- I. 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 level of satisfaction with services. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
 2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.
- J. City Communications and Policies
Grantee shall keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings, including, but not limited to:
1. Regular communication to HSH about the implementation of the program;
 2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
 3. Attendance at trainings (e.g., overdose prevention training), when required by HSH.
- K. Coordination with Other Service Providers: Grantee shall establish written agreements between case management, housing location, and other service providers that are part of the scattered site support team to formalize collaboration and roles and responsibilities.
- L. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, according to the Department policy. Critical incidents shall

be reported using the Critical Incident Report form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager.

M. 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.

N. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, 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 CDQI Process standard.¹
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 the CARBON database. 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 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.

O. 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 clients will participate in annual trainings on harm reduction, overdose recognition and response.

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

- P. 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 client-centered, low-barrier access to housing and services.

VII. Service Objectives

Grantee shall achieve the following service objectives during the term of this grant. All service objectives shall be calculated at a household level rather than per participant. A household may include more than one participant. All service objectives below will be monitored by sampling participant files during annual program monitoring visits:

A. Housing Location Services

- 1. Grantee shall provide 100 percent of participants with Housing Location Services.

B. Housing Coordination Services

- 1. Grantee shall offer 100 percent of participants with Housing Coordination services.

C. Subsidy Administration Services

- 1. Grantee shall issue 100 percent of subsidy payments on or before the first of the month every month for each participant, or at the orientation of lease; and
- 2. Grantee shall provide 100 percent of participants with Subsidy Administration Services.

D. Landlord Liaison Services

- 1. Grantee shall provide 100 percent of participants with Landlord Liaison Services; and
- 2. Grantee shall respond to 100 percent of requests from participants/landlords submitted within two business days.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per participant. A household may include more than one participant. All outcome objectives will be monitored using ONE system data:

A. Housing Coordination and Housing Location Services:

- 1. At least 90 percent of participants enrolled in the program will successfully move into housing as verified by their housing move-in date; and
- 2. The average length of time that participants spend homeless, from program enrollment to housing move-in, shall be less than or equal to 75 days, as calculated by $[\text{Housing Move-in Date}] - [\text{Enrollment Date}] / \text{Count of participants with a [Housing Move-In Date]}$.

B. Housing Coordination and Landlord Liaison Services:

1. At least 90 percent of participants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements; and
2. At least 75 percent of participants will be referred to community resources.

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. On a quarterly basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 1. The total number of unduplicated households receiving a subsidy or case management services during that quarter;
 2. The total number of new placements during the quarter not including relocations; and
 3. The total number of program exits and destinations.
- C. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the HSH Program Manager in writing, specify the number of underutilized units of service and provide a plan of action to resolve the underutilization.
- D. For any quarter that underspends based on the estimated quarterly amount (25 percent each quarter), Grantee shall notify the HSH Program Manager and Contract Analyst in writing and provide a plan of action to resolve the underspending.
- E. On an annual basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each fiscal year:
 1. Housing Coordination and Housing Location Services: The number and percentage of households who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 2. Housing Coordination and Housing Location Services: The average length of time participants spent homeless. This should be calculated from program enrollment to move-in date;
 3. Housing Coordination and Landlord Liaison Services: The number and percentage of participants engaging in Housing-Focused Case Management and Grantee-created housing stability plans; and
 4. Housing Coordination Services and Landlord Liaison Services: The number and percentage of households referred to community resources.
- F. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Participant 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.

- G. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee 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 30 working days of receipt of any evaluation report and such response will become part of the official report.
- H. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.
- I. Grantee shall submit Project Descriptor data elements as described in U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

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.

Monitoring of program participation in the ONE system may include, but is not limited to, the audit of data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

- 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
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2024		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	2/15/2021	6/30/2024	4
6	Amended Term	2/15/2021	6/30/2025	5
7	Program	Flexible Housing Subsidy Pool		
8				
9	Approved Subcontractors			
10	None			
11				
12				
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15				
16				
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25				

	A	B	C	D	E	H	K	N	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
2	APPENDIX B, BUDGET													
3	Document Date	7/1/2024												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	2/15/2021	6/30/2024	4										
6	Amended Term	2/15/2021	6/30/2025	5										
7	Provider Name	Brilliant Corners												
8	Program	Flexible Housing Subsidy Pool												
9	FSP Contract ID#	1000021034												
10	Action (select)	Amendment												
11	Effective Date	7/1/2024												
12	Budget Names	Prop C - FHSP, Prop C - Flex Pool, HL-RA												
13		Current	New											
14	Term Budget	\$ 28,137,004	\$ 40,161,603		0%									
15	Contingency	\$ 12,024,599	\$ (0)											
16	Not-To-Exceed	\$ 40,161,603	\$ 40,161,603											
17	EXTENSION YEAR													
18		Year 1	Year 2	Year 3	Year 4	Year 5			All Years					
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 2/28/2025	7/1/2024 - 2/28/2025	7/1/2024 - 2/28/2025	2/15/2021 - 6/30/2024	2/15/2021 - 2/28/2025	2/15/2021 - 2/28/2025			
20		Actual	Actual	Actual	Current	Current	Amendment	New	Current/Actuals	Amendment	New			
21	Expenditures													
22	Salaries & Benefits	\$ -	\$ 1,571,375	\$ 2,748,404	\$ 2,518,602	\$ -	\$ 1,786,772	\$ 1,786,772	\$ 6,838,381	\$ 1,786,772	\$ 8,625,153			
23	Operating Expense	\$ 1,980	\$ 382,310	\$ 383,840	\$ 278,655	\$ -	\$ 207,236	\$ 207,236	\$ 1,046,785	\$ 207,236	\$ 1,254,021			
24	Subtotal	\$ 1,980	\$ 1,953,685	\$ 3,132,244	\$ 2,797,257	\$ -	\$ 1,994,008	\$ 1,994,008	\$ 7,885,166	\$ 1,994,008	\$ 9,879,174			
25	Indirect Percentage													
26	Indirect Cost (Line 24 X Line 25)	\$ 297	\$ 293,053	\$ 469,837	\$ 419,589	\$ -	\$ 299,101	\$ 299,101	\$ 1,182,775	\$ 299,101	\$ 1,481,876			
27	Other Expenses (Not subject to indirect %)	\$ -	\$ 2,472,207	\$ 4,722,304	\$ 11,874,552	\$ -	\$ 9,731,490	\$ 9,731,490	\$ 19,069,063	\$ 9,731,490	\$ 28,800,553			
30	Total Expenditures	\$ 2,277	\$ 4,718,945	\$ 8,324,384	\$ 15,091,398	\$ -	\$ 12,024,599	\$ 12,024,599	\$ 28,137,004	\$ 12,024,599	\$ 40,161,603			
31														
32	HSH Revenues (select)													
33	Prop C	\$ 1,129,342	\$ 6,421,876	\$ 14,906,182	\$ 15,091,398	\$ -	\$ 17,255,695	\$ 17,255,695	\$ 37,548,798	\$ 17,255,695	\$ 54,804,493			
35	Prop C - One-Time Carry Forward	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ -	\$ -	\$ 546,278	\$ -	\$ 546,278			
36	Adjustment to Actuals	\$ (1,127,065)	\$ (1,702,931)	\$ (7,128,076)	\$ -	\$ -	\$ -	\$ -	\$ (9,958,072)	\$ -	\$ (9,958,072)			
37	Pending BOS Amendment - Above NTE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,231,096)	\$ (5,231,096)	\$ -	\$ (5,231,096)	\$ (5,231,096)			
42	Total HSH Revenues	\$ 2,277	\$ 4,718,945	\$ 8,324,384	\$ 15,091,398	\$ -	\$ 12,024,599	\$ 12,024,599	\$ 28,137,004	\$ 12,024,599	\$ 40,161,603			
43	Other Revenues (to offset Total Expenditures)													
48		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
49	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
50														
51	Total HSH + Other Revenues	\$ 2,277	\$ 4,718,945	\$ 8,324,384	\$ 15,091,398	\$ -	\$ 12,024,599	\$ 12,024,599	\$ 28,137,004	\$ 12,024,599	\$ 40,161,603			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
54	Total Adjusted Salary FTE (All Budgets)								27.29					
55														
56	Prepared by	Tehrleigh Martin												
57	Phone	415-579-7637												
58	Email	tmartin@brilliantcorners.org												

	A	B	C	D	E	H	K	N	Q	R	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING													
2	APPENDIX B, BUDGET													
3	Document Date	7/1/2024												
4	Contract Term	Begin Date	End Date	Duration (Years)										
5	Current Term	2/15/2021	6/30/2024	4										
6	Amended Term	2/15/2021	6/30/2025	5										
7	Provider Name	Brilliant Corners												
8	Program	Flexible Housing Subsidy Pool												
9	FSP Contract ID#	1000021034												
10	Action (select)	Amendment												
11	Effective Date	7/1/2024												
12	Budget Name	Prop C - FHSP												
13		Current	New	0%										
14	Term Budget	\$ 15,091,398	\$ 27,115,997											
15	Contingency	\$ 12,024,599	\$ (0)											
16	Not-To-Exceed	\$ 40,161,603	\$ 40,161,603											
17	EXTENSION YEAR													
18		Year 1	Year 2	Year 3	Year 4	Year 5			All Years					
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 2/28/2025	7/1/2024 - 2/28/2025	7/1/2024 - 2/28/2025	2/15/2021 - 6/30/2024	2/15/2021 - 2/28/2025	2/15/2021 - 2/28/2025			
20		Current	Current	Current	Current	Current	Amendment	New	Current	Amendment	New			
21	Expenditures													
22	Salaries & Benefits	\$ -	\$ -	\$ -	\$ 2,518,602	\$ -	\$ 1,786,772	\$ 1,786,772	\$ 2,518,602	\$ 1,786,772	\$ 4,305,374			
23	Operating Expense	\$ -	\$ -	\$ -	\$ 278,655	\$ -	\$ 207,236	\$ 207,236	\$ 278,655	\$ 207,236	\$ 485,891			
24	Subtotal	\$ -	\$ -	\$ -	\$ 2,797,257	\$ -	\$ 1,994,008	\$ 1,994,008	\$ 2,797,257	\$ 1,994,008	\$ 4,791,265			
25	Indirect Percentage				15.00%		15.00%		15.00%					
26	Indirect Cost (Line 24 X Line 25)	\$ -	\$ -	\$ -	\$ 419,589	\$ -	\$ 299,101	\$ 299,101	\$ 419,589	\$ 299,101	\$ 718,690			
27	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ 11,874,552	\$ -	\$ 9,731,490	\$ 9,731,490	\$ 11,874,552	\$ 9,731,490	\$ 21,606,042			
30	Total Expenditures	\$ -	\$ -	\$ -	\$ 15,091,398	\$ -	\$ 12,024,599	\$ 12,024,599	\$ 15,091,398	\$ 12,024,599	\$ 27,115,997			
31														
32	HSR Revenues (select)													
33	Prop C				\$ 15,091,398		\$ 17,255,695	\$ 17,255,695	\$ 15,091,398	\$ 17,255,695	\$ 32,347,093			
37	Pending BOS Amendment - Above NTE						\$ (5,231,096)	\$ (5,231,096)	\$ -	\$ (5,231,096)	\$ (5,231,096)			
38														
42	Total HSR Revenues	\$ -	\$ -	\$ -	\$ 15,091,398	\$ -	\$ 12,024,599	\$ 12,024,599	\$ 15,091,398	\$ 12,024,599	\$ 27,115,997			
43	Other Revenues (to offset Total Expenditures)													
49	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
50														
51	Total HSR + Other Revenues	\$ -	\$ -	\$ -	\$ 15,091,398.00	\$ -	\$ 12,024,599	\$ 12,024,599	\$ 15,091,398	\$ 12,024,599	\$ 27,115,997			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
53														
54														
55	Prepared by	Tehraleigh Martin												
56	Phone	415-579-7637												
57	Email	tmartin@brilliantcorners.org												

A		F	M	T	W	X	Y	Z	AA	AD	AE	AF	AG	AH	AI	AJ	BT	BU	BV																
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																																			
SALARY & BENEFIT DETAIL																																			
Document Date																																			
Provider Name																																			
Program																																			
FSP Contract ID#																																			
Budget Name																																			
Year 1		Year 2		Year 3		Year 4						EXTENSION YEAR						All Years																	
7/15/2021 - 6/30/2022		7/1/2021 - 6/30/2022		7/1/2022 - 6/30/2023		Agency Totals		For HSH Funded Program		7/1/2023 - 6/30/2024		Agency Totals		For HSH Funded Program		7/1/2024 - 2/28/2025		7/1/2024 - 2/28/2025		2/15/2021 - 6/30/2024		2/15/2021 - 2/28/2025		2/15/2021 - 2/28/2025											
Current		Current		Current		Current		Current		Current		Current		Amendment		New		Current		Modification		New													
Budgeted Salary		Budgeted Salary		Budgeted Salary		Annual Full Time Salary (for 1.00 FTE)		Position FTE		% FTE funded by this budget		Adjusted Budgeted FTE		Budgeted Salary		Annual Full Time Salary (for 1.00 FTE)		Position FTE		% FTE funded by this budget		Adjusted Budgeted FTE		Budgeted Salary		Change		Budgeted Salary		Budgeted Salary		Change		Budgeted Salary	
12	Sr. Director of Program Initiative					\$	160,436.64	1.00	41%	0.41	\$	65,779.02	\$	166,856	1.00	41%	0.41	\$	45,835	\$	45,835	\$	65,779	\$	45,835	\$	111,614								
13	Northern California Housing Services Director					\$	135,844.80	1.00	35%	0.35	\$	47,296.54	\$	142,637	1.00	35%	0.35	\$	33,273	\$	33,273	\$	47,297	\$	33,273	\$	80,570								
14	Northern California Housing Services Associate Director					\$	113,022.00	1.00	10%	0.10	\$	11,302.20	\$	118,672	1.00	10%	0.10	\$	7,951	\$	7,951	\$	11,302	\$	7,951	\$	19,253								
15	Northern California Housing Services Associate Director					\$	110,248.32	1.00	48%	0.48	\$	52,581.83	\$	113,558	1.00	48%	0.48	\$	36,287	\$	36,287	\$	52,582	\$	36,287	\$	88,869								
16	Program Manager - SF Housing Platform					\$	93,453.36	1.00	59%	0.59	\$	55,496.16	\$	99,068	1.00	59%	0.59	\$	39,416	\$	39,416	\$	55,496	\$	39,416	\$	94,912								
17	Housing Acquisitions Manager					\$	90,199.20	1.00	48%	0.48	\$	43,019.61	\$	82,000	1.00	48%	0.48	\$	26,203	\$	26,203	\$	43,020	\$	26,203	\$	69,223								
18	Program Supervisor - Platform					\$	76,068.72	1.00	100%	1.00	\$	76,068.72	\$	79,872	1.00	100%	1.00	\$	53,514	\$	53,514	\$	76,069	\$	53,514	\$	129,583								
19	Program Supervisor - Platform					\$	70,346.64	1.00	100%	1.00	\$	70,346.64	\$	73,864	1.00	100%	1.00	\$	49,489	\$	49,489	\$	70,347	\$	49,489	\$	119,836								
20	Program Associate					\$	60,889.92	1.00	59%	0.59	\$	36,158.75	\$	60,890	1.00	59%	0.59	\$	24,226	\$	24,226	\$	36,159	\$	24,226	\$	60,385								
21	Senior Housing Acquisition Specialist					\$	72,814.56	1.00	100%	1.00	\$	72,814.56	\$	76,455	1.00	100%	1.00	\$	51,225	\$	51,225	\$	72,815	\$	51,225	\$	124,040								
22	Housing Acquisition Specialist #1					\$	69,953.52	1.00	50%	0.50	\$	34,976.76	\$	72,050	1.00	50%	0.50	\$	24,137	\$	24,137	\$	34,977	\$	24,137	\$	59,114								
23	Occupancy Specialist					\$	61,348.56	1.00	25%	0.25	\$	15,337.14	\$	63,795	1.00	25%	0.25	\$	10,686	\$	10,686	\$	15,337	\$	10,686	\$	26,023								
24	Sr. Housing Coordinator - Platform/Private					\$	66,917.76	1.00	100%	1.00	\$	66,917.76	\$	69,604	1.00	100%	1.00	\$	46,635	\$	46,635	\$	66,918	\$	46,635	\$	113,552								
25	Housing Coordinator #1/Private					\$	59,776.08	1.00	100%	1.00	\$	59,776.08	\$	62,765	1.00	100%	1.00	\$	42,052	\$	42,052	\$	59,776	\$	42,052	\$	101,829								
26	Housing Coordinator #2/Private					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
27	Housing Coordinator #4/Private					\$	59,776.08	1.00	100%	1.00	\$	59,776.08	\$	62,765	1.00	100%	1.00	\$	42,052	\$	42,052	\$	59,776	\$	42,052	\$	101,829								
28	Housing Coordinator #5/Private					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
29	Housing Coordinator #6/Private					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
30	Sr. Housing Coordinator - Platform/Expansion					\$	64,034.88	1.00	100%	1.00	\$	64,034.88	\$	66,590	1.00	100%	1.00	\$	44,615	\$	44,615	\$	64,035	\$	44,615	\$	108,650								
31	Housing Coordinator #1/Expansion					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
32	Housing Coordinator #2/Expansion					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
33	Housing Coordinator #3/Expansion					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
34	Housing Coordinator #4/Expansion					\$	58,902.48	1.00	100%	1.00	\$	58,902.48	\$	61,848	1.00	100%	1.00	\$	41,438	\$	41,438	\$	58,902	\$	41,438	\$	100,340								
35	Housing Coordinator #5/Expansion					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
36	Housing Coordinator #6/Expansion					\$	57,744.96	1.00	100%	1.00	\$	57,744.96	\$	57,745	1.00	100%	1.00	\$	38,689	\$	38,689	\$	57,745	\$	38,689	\$	96,434								
37	Associate Director - Operations (Contracts & Budget)					\$	110,250.00	1.00	20%	0.20	\$	22,050.00	\$	105,000	1.00	20%	0.20	\$	14,070	\$	14,070	\$	22,050	\$	14,070	\$	36,120								
38	Contracts Manager					\$	86,100.00	1.00	53%	0.53	\$	45,633.00	\$	89,100	1.00	53%	0.53	\$	31,639	\$	31,639	\$	45,633	\$	31,639	\$	77,272								
39	Contracts Specialist					\$	75,064.08	1.00	69%	0.69	\$	51,794.22	\$	78,074	1.00	69%	0.69	\$	36,094	\$	36,094	\$	51,794	\$	36,094	\$	87,888								
40	Associate Director - Finance					\$	136,500.00	1.00	11%	0.11	\$	15,152.00	\$	143,325	1.00	11%	0.11	\$	10,659	\$	10,659	\$	15,152	\$	10,659	\$	25,811								
41	Finance Operations Manager					\$	115,489.92	1.00	50%	0.50	\$	57,744.96	\$	110,000	1.00	50%	0.50	\$	36,850	\$	36,850	\$	57,745	\$	36,850	\$	94,595								
42	Senior Accountant #1 (Account Receivables)					\$	90,373.92	1.00	67%	0.67	\$	60,550.53	\$	93,978	1.00	67%	0.67	\$	42,187	\$	42,187	\$	60,551	\$	42,187	\$	102,737								
43	Senior Accountant #2 (Account Payable)					\$	86,930.08	1.00	42%	0.42	\$	36,342.63	\$	89,981	1.00	42%	0.42	\$	25,321	\$	25,321	\$	36,343	\$	25,321	\$	61,663								
44	Senior Accountant #3					\$	81,113.76	1.00	40%	0.40	\$	32,445.50	\$	84,357	1.00	40%	0.40	\$	22,608	\$	22,608	\$	32,446	\$	22,608	\$	55,053								
45	Data Analyst					\$	76,658.40	1.00	41%	0.41	\$	31,429.94	\$	80,491	1.00	41%	0.41	\$	22,111	\$	22,111	\$	31,430	\$	22,111	\$	53,541								
46	Data Analyst					\$	76,650.00	1.00	11%	0.11	\$	8,431.50	\$	79,716	1.00	11%	0.11	\$	5,875	\$	5,875	\$	8,432	\$	5,875	\$	14,307								
47	Policy Analyst					\$	75,600.00	1.00	100%	1.00	\$	75,600.00	\$	75,600	1.00	100%	1.00	\$	50,652	\$	50,652	\$	75,600	\$	50,652	\$	126,252								
48	Quality Assurance Manager					\$	97,932.69	1.00	50%	0.50	\$	48,966.35	\$	97,900	1.00	50%	0.50	\$	32,797	\$	32,797	\$	48,966	\$	32,797	\$	81,763								
49	Operations Specialist					\$	55,000.00	1.00	100%	1.00	\$	55,000.00	\$	55,000	1.00	100%	1.00	\$	36,850	\$	36,850	\$	55,000	\$	36,850	\$	91,850								
50	Housing Acquisition Specialist #2					\$	-				\$	-	\$	70,412	1.00	100%	1.00	\$	47,176	\$	47,176	\$	-	\$	47,176	\$	47,176								
56						\$	-	\$	-	\$	-	\$	1,893,686				\$	-	\$	1,343,438	\$	1,343,438	\$	1,893,686	\$	1,343,438	\$	3,237,123							
57																																			
58																																			
59						\$	-	\$	-	\$	-	\$	624,916				\$	-	\$	443,334	\$	443,334	\$	624,916	\$	443,334	\$	1,068,251							
60						\$	-	\$	-	\$	-	\$	2,518,602				\$	-	\$	1,786,772	\$	1,786,772	\$	2,518,602	\$	1,786,772	\$	4,305,374							

	A	B	E	H	K	N	O	P	AF	AG	AH							
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	OPERATING DETAIL																	
3	Document Date	7/1/2024																
4	Provider Name	Brilliant Corners																
5	Program	Flexible Housing																
6	FSP Contract ID#	1000021034																
7	Budget Name	Prop C - FHSP																
8		EXTENSION YEAR																
9		Year 1				Year 2				Year 3		Year 4		Year 5		All Years		
10		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 2/28/2025	7/1/2024 - 2/28/2025	7/1/2024 - 2/28/2025	2/15/2021 - 6/30/2024	2/15/2021 - 2/28/2025	2/15/2021 - 2/28/2025							
11		Current	Current	Current	Current	Current	Amendment	New	Current	Modification	New							
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense							
13	Rental of Property				\$ 43,667		\$32,475	\$32,475	\$ 43,667	\$ 32,475	\$ 76,143							
14	Utilities(Elec, Water, Gas, Phone, Scavenger)				\$ 17,031		\$12,666	\$12,666	\$ 17,031	\$ 12,666	\$ 29,698							
15	Office Supplies, Postage				\$ 5,165		\$3,841	\$3,841	\$ 5,165	\$ 3,841	\$ 9,007							
16	Printing and Reproduction				\$ 2,792		\$2,076	\$2,076	\$ 2,792	\$ 2,076	\$ 4,868							
17	Insurance				\$ 18,567		\$13,808	\$13,808	\$ 18,567	\$ 13,808	\$ 32,375							
18	Staff Training				\$ 26,996		\$20,077	\$20,077	\$ 26,996	\$ 20,077	\$ 47,073							
19	Staff Travel-(Local & Out of Town)				\$ 58,409		\$43,439	\$43,439	\$ 58,409	\$ 43,439	\$ 101,848							
20	Dues and Membership				\$ 1,675		\$1,246	\$1,246	\$ 1,675	\$ 1,246	\$ 2,921							
21	Fees & Permits				\$ 140		\$104	\$104	\$ 140	\$ 104	\$ 243							
22	Hiring & Recruiting				\$ 698		\$519	\$519	\$ 698	\$ 519	\$ 1,217							
23	Software				\$ 95,849		\$71,283	\$71,283	\$ 95,849	\$ 71,283	\$ 167,132							
24	Legal				\$ 2,500		\$1,859	\$1,859	\$ 2,500	\$ 1,859	\$ 4,359							
42	Consultants								\$ -	\$ -	\$ -							
43	Jones Psychological Services				\$ 1,229		\$914	\$914	\$ 1,229	\$ 914	\$ 2,143							
44	COMPLIANCeline, LLC				\$ 264		\$196	\$196	\$ 264	\$ 196	\$ 460							
45	Solar Art				\$ 3,296		\$2,451	\$2,451	\$ 3,296	\$ 2,451	\$ 5,748							
46	Yerba Buena Builders, Inc.				\$ 132		\$98	\$98	\$ 132	\$ 98	\$ 230							
47	Tasker by TaskRabbit				\$ 245		\$182	\$182	\$ 245	\$ 182	\$ 427							
54	Subcontractors (First \$25k Only)								\$ -	\$ -	\$ -							
67																		
68	TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ 278,655		\$207,236	\$207,236	\$ 278,655	\$ 207,236	\$ 485,891							
69																		
70	Other Expenses (not subject to indirect cost %)																	
71	Rental Subsidies				\$ 10,138,304		\$8,440,333	\$8,440,333	\$ 10,138,304	\$ 8,440,333	\$ 18,578,637							
72	Security Deposit				\$ 516,000		\$380,292	\$380,292	\$ 516,000	\$ 380,292	\$ 896,292							
73	Application Fee				\$ 8,600		\$6,365	\$6,365	\$ 8,600	\$ 6,365	\$ 14,965							
74	Furniture				\$ 459,720		\$338,819	\$338,819	\$ 459,720	\$ 338,819	\$ 798,539							
75	Unit Hold/Landlord Incentive				\$ 593,000		\$437,041	\$437,041	\$ 593,000	\$ 437,041	\$ 1,030,041							
76	Damage Mitigation				\$ 12,000		\$20,100	\$20,100	\$ 12,000	\$ 20,100	\$ 32,100							
77	Client Misc.				\$ 12,000		\$9,045	\$9,045	\$ 12,000	\$ 9,045	\$ 21,045							
78	Relocations				\$ 134,928		\$99,495	\$99,495	\$ 134,928	\$ 99,495	\$ 234,423							
79	Adjustment to Actuals						\$ -	\$ -	\$ -	\$ -	\$ -							
83																		
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ 11,874,552	\$ -	\$ 9,731,490	\$ 9,731,490	\$ 11,874,552	\$ 9,731,490	\$ 21,606,042							

BUDGET NARRATIVE Fiscal Year FY24-25 - Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective Fiscal Term Start 7/1/2024 Fiscal Term End 6/30/2025

Salaries & Benefits	Adjusted Budgeted FTE	Budgeted Salary	Justification	Calculation	Employee Name
Sr. Director of Program Initiative	0.41	\$ 45,835	Responsible for state-wide coordination of agency best practices, stakeholder engagement, support with budgeting, and long-term planning. Provides supervisory support to regional Directors of Housing Services.	FTE * Annual salary % allocated per program	FONG, TYLER G
Northern California Housing Services Director	0.35	\$ 33,273	Leader for Northern California Housing Services programs. Collaborates with Chief Program Officer and Senior Director of Program Initiatives. The Director works closely with key funders to successfully design, implement, and scale supportive housing. The Director manages the Tenancy Support Services and Housing Acquisition teams which includes supervisors, tenancy support roles, and housing acquisition specialists. The Director must ensure regular program performance and financial reporting.	FTE * Annual salary % allocated per program	MAILVOUX, JENNIFER R
Northern California Housing Services Associate Director	0.10	\$ 7,951	"Second in command" for all of NorCal Housing Services programs. The Associate Director provides significant support to the Director and collaborates closely with service provider partner agencies to implement a consistent Housing Platform across diverse sub-programs. The Associate Director manages tenancy support teams which include managers, supervisors, and housing coordinators. The Associate Director supports the creation of regular program performance and financial reporting	FTE * Annual salary % allocated per program	KLINGELBERG, TRAVIS W
Northern California Housing Services Associate Director	0.48	\$ 36,287	"Second in command" for all of NorCal Housing Services programs. The Associate Director provides significant support to the Director and collaborates closely with service provider partner agencies to implement a consistent Housing Platform across diverse sub-programs. The Associate Director manages tenancy support teams which include managers, supervisors, and housing coordinators. The Associate Director supports the creation of regular program performance and financial reporting	FTE * Annual salary % allocated per program	VACANT
Program Manager - SF Housing Platform	0.59	\$ 39,416	With guidance and support from the Northern California Housing Services Director and Associate Director, the SF Housing Platform Program Manager is responsible for the day-to-day operations of a portfolio of housing initiatives aimed at ending homelessness for San Franciscans. The manager will oversee programs that serve multiple populations with a range of strategies including rapid rehousing and permanent subsidies. The Housing Platform will support programs funded by the Department of Homelessness and Supportive Housing (HSH), and will partner with local service providers to provide a value add to the whole system. The manager will supervise a team of housing coordinators and be responsible for all program design, evaluation, reporting and invoicing activities	FTE * Annual salary % allocated per program	LOVITT, CASEY
Housing Acquisitions Manager	0.48	\$ 26,203	The Housing Acquisitions Manager supervises a team of Housing Acquisition Specialists and Occupancy Specialists who perform outreach to property owners to acquire rental properties that can be quickly matched to program participants. The manager is responsible for overall operations of the team including implementation of program policies, service coordination, evaluation, quality assurance, reporting, and invoicing	FTE * Annual salary % allocated per program	GORDON, JAMES
Program Supervisor - Platform	1.00	\$ 53,514	Assist in the management and supervision of program staff. Manage and complete assigned work plan objectives and projects on a timely basis. Oversees several interconnected projects, all aligned to a greater company program, goal, or objective. Oversees progress of each project.	FTE * Annual salary % allocated per program	CEPEC, KATIE
Program Supervisor - Platform	1.00	\$ 49,489	Assist in the management and supervision of program staff. Manage and complete assigned work plan objectives and projects on a timely basis. Oversees several interconnected projects, all aligned to a greater company program, goal, or objective. Oversees progress of each project.	FTE * Annual salary % allocated per program	GRESH, GINO STEPHEN
Program Associate	0.59	\$ 24,226	The Program Associate provides critical support to the Housing Services team through administrative back-office functions, keeping up-to-date records, preparing check requests, updating financial ledgers, supporting in the development of reports, and aiding in marketing efforts. Uses company-designed project management tools to ensure timely, cost-effective, and well-organized project coordination. The purpose of this position is to perform administrative back-office functions of moderate complexity and difficulty in accordance with the office procedure of this department. May include a combination of answering telephones, bookkeeping, typing or word processing, and filing; attending housing acquisition related events including team meetings, workshops and site meetings as required	FTE * Annual salary % allocated per program	MULLIN, FLANNERY
Senior Housing Acquisition Specialist	1.00	\$ 51,225	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary % allocated per program	BAUTISTA-CORRO, JULIA
Housing Acquisition Specialist #1	0.50	\$ 24,137	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary % allocated per program	THOMAS, BRIAN
Occupancy Specialist	0.25	\$ 10,686	The Occupancy Specialist manages all housing assignments for the San Francisco Housing Platform. The Occupancy Specialist matches participants from the ONE System with the most appropriate housing option from within the SFHP housing portfolio, ensuring that the SFHP participants are presented with housing options that meet their unique needs. The Occupancy Specialist manages a dynamic portfolio of housing units across the SF Bay Area in accordance with specific program objectives. The Occupancy Specialist works collaboratively with coordinated entry system partners and works to ensure that data is updated and shared appropriately. The Occupancy Specialist works closely with the Housing Acquisition Supervisor, Housing Acquisition Specialists, Program Supervisor, and Housing Coordinators.	FTE * Annual salary % allocated per program	HARRIS, RACKIE
Sr. Housing Coordinator - Platform/Private	1.00	\$ 46,635	Supports program participants with ongoing housing retention and housing needs. At the Sr. level supports in onboarding new staff and assisting the Program Supervisor directly.	FTE * Annual salary % allocated per program	VACANT
Housing Coordinator #1/Private	1.00	\$ 42,052	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary % allocated per program	ALJAIBI, LARA MOLLY
Housing Coordinator #2/Private	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary % allocated per program	GROSHELLE, ELI
Housing Coordinator #4/Private	1.00	\$ 42,052	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary % allocated per program	TRUMBO, DEONDRAL DENISE
Housing Coordinator #5/Private	1.00	\$ 38,689	Supports program participants with ongoing housing retention and housing needs. At the Sr. level supports in onboarding new staff and assisting the Program Supervisor directly.	FTE * Annual salary % allocated per program	MAYA, FLOR DE MARIA
Housing Coordinator #6/Private	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary % allocated per program	VACANT
Sr. Housing Coordinator - Platform/Expansion	1.00	\$ 44,615	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary % allocated per program	ORELLANA, DIEGO ALONSO
Housing Coordinator #1/Expansion	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary % allocated per program	ALMAZAN, ANGELIN AGUSTIN

Housing Coordinator #2/Expansion	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	HALL, WHITNEY TAYLOR
Housing Coordinator #3/Expansion	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	MYERS, MORGAN AMANDA
Housing Coordinator #4/Expansion	1.00	\$ 41,438	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	SCHOOLEY, DEBORAH DENISHA
Housing Coordinator #5/Expansion	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	GONZALEZ CORBETT, DIEGO
Housing Coordinator #6/Expansion	1.00	\$ 38,689	The Housing Coordinator will provide housing locator and retention services to people who are transitioning or diverted from homelessness or institutions. The Housing Coordinator will work directly with tenants, case management staff, service providers and landlords/property managers to ensure that tenants successfully retain their housing over time. The Housing Coordinator will ensure tenant wellbeing and unit habitability by conducting weekly, monthly, and quarterly home visits. The Housing Coordinator will work creatively to prevent eviction and solve other housing-related issues	FTE * Annual salary*%allocated per program	ELSHERIF, SAMIRA
Associate Director - Operations (Contracts & Budget)	0.20	\$ 14,070	Manages grant administration of all HSH agreements. Supports program leadership in co-development budgets, monitoring compliance, and ensuring monthly invoice submission.	FTE * Annual salary*%allocated per program	VACANT
Contracts Manager	0.53	\$ 31,639	Contract management is the management of contracts made with funders and includes negotiating the terms and conditions in contracts and ensuring compliance with the terms and conditions	FTE * Annual salary*%allocated per program	MARTIN, TEHRALEIGH
Contracts Specialist	0.69	\$ 36,094	Responsible for preparing and submission of invoices alongside monitoring spending and internal process improvements for the Contracts Team.	FTE * Annual salary*%allocated per program	PALMER, LAUREN
Associate Director - Finance	0.11	\$ 10,659	Creating and maintaining budgets for their departments. Use their knowledge of finance to create budgets that align with the organization's goals. Review financial statements and reports to monitor business performance and detect potential problems	FTE * Annual salary*%allocated per program	DANTES, CRISTY
Finance Operations Manager	0.50	\$ 36,850	Responsible for overseeing the financial health of their organization. Managing the accounts team who help them make sure that money is being spent properly and per program that the company's finances are in order.	FTE * Annual salary*%allocated per program	VACANT
Senior Accountant #1 (Account Receivables)	0.67	\$ 42,187	Primary responsibilities require the ongoing monitoring of corporate fund statements for erroneous issues and resolution of accounting problems/errors, preparation of timely invoices for disbursement of grant/contract funds; support budget production for corporate and grants & contracts; and functioning as liaison internally as well as externally for all corporate cost centers	FTE * Annual salary*%allocated per program	LIU, NINI
Senior Accountant #2 (Account Payable)	0.42	\$ 25,321	Primary responsibilities require the ongoing monitoring of corporate fund statements for erroneous issues and resolution of accounting problems/errors, preparation of timely invoices for disbursement of grant/contract funds; support budget production for corporate and grants & contracts; and functioning as liaison internally as well as externally for all corporate cost centers	FTE * Annual salary*%allocated per program	WONG, ALLAN
Senior Accountant #3	0.40	\$ 22,608	Primary responsibilities require the ongoing monitoring of corporate fund statements for erroneous issues and resolution of accounting problems/errors, preparation of timely invoices for disbursement of grant/contract funds; support budget production for corporate and grants & contracts; and functioning as liaison internally as well as externally for all corporate cost centers	FTE * Annual salary*%allocated per program	LASERNA, ANALIE B
Data Analyst	0.41	\$ 22,111	Ensures hardware and software needs are met throughout the agency, ensures data needs from funders can be fulfilled, works with Housing Services leadership on resource allocations, and ensures integrity of internal C.M.S. (Salesforce).	FTE * Annual salary*%allocated per program	GORDON, ROSCO
Data Analyst	0.11	\$ 5,875	Ensures hardware and software needs are met throughout the agency, ensures data needs from funders can be fulfilled, works with Housing Services leadership on resource allocations, and ensures integrity of internal C.M.S. (Salesforce).	FTE * Annual salary*%allocated per program	YEGHAZARIAN, NICOLE E
Policy Analyst	1.00	\$ 50,652	Review and evaluate legislation and policies. Determine the benefits and drawbacks of existing policies. Propose suggestions to improve the effects of policies. Identify legal flaws in policies and recommend amendments	FTE * Annual salary*%allocated per program	VACANT
Quality Assurance Manager	0.50	\$ 32,791	Supports HR processes. Teams up with a senior leader, or other leaders in a company, to develop a human relations strategy that helps the organization meet its goals.	FTE * Annual salary*%allocated per program	VACANT
Operations Specialist	1.00	\$ 36,850	Oversee the program opts. Also develop and implement operational procedures and systems and manage budgets and financial reports per program.	FTE * Annual salary*%allocated per program	VACANT
Housing Acquisition Specialist #2	1.00	\$ 47,176	Specializes in acquiring market-rate rental units by providing innovative vacancy solutions for area landlords.	FTE * Annual salary*%allocated per program	WILSON BENEFIELD, CARLA VALERIS
TOTAL	27.29	\$ 1,343,438			
Employee Fringe Benefits		\$ 443,334	Includes FICA, SSUI, Workers Compensation and Medical calculated at 33% of total salaries.		
Salaries & Benefits Total		\$ 1,786,772			

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 32,475	Allocated annual rental cost and lease expenses for our office building in San Francisco. Inclusive of Security costs of leased building space.	Annual per FTE 1776*27.29
Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 12,666	Anticipated costs principally for phone service through T-Mobile and other utility costs for S.F. office.	Annual per FTE 693*27.29
Office Supplies, Postage	\$ 3,841	Anticipated office supply includes desk supplies, paper products, filing supplies, and stationery/mailing for staff.	Annual per FTE 210*27.29
Printing and Reproduction	\$ 2,076	Anticipated printing needs include outreach flyers, copies of welcome packets, client copy needs, agency communication, and similar literature produced by B.C.	Annual per FTE 114*27.29
Insurance	\$ 13,808	Insurance costs include but are not limited to General Liability, Auto, Workers Compensation, and Technology and Errors coverage.	Annual per FTE 755*27.29
Staff Training	\$ 20,077	Training expenses help cover both internal and externally led training offerings on varied topics and include, but are not limited to stress management, trauma informed care, diverse forms of management.	Annual per FTE 1098*27.29
Staff Travel(Local & Out of Town)	\$ 43,439	Staff travel primarily covers mileage reimbursement and rideshare expenses for staff to support clients and engage with property management and building owners.	Annual per FTE 2376*27.29
Dues and Membership	\$ 1,246	Anticipated costs for dues for several housing services & homelessness association B.C. is a member of.	Annual per FTE 68*27.29
Fees & Permits	\$ 104	Anticipated costs for dues for several housing services & homelessness association B.C. is a member of.	Annual per FTE 6*27.29
Hiring & Recruiting	\$ 519	Anticipated costs for various county and state level fees for maintain active, compliant non-profit status.	Annual per FTE 28*27.29
Software	\$ 71,283	Cost for various software expenses which include Salesforce, Paycom, Workable, & Intaact, Oka.	Annual per FTE 3898*27.29
Legal	\$ 1,859	Legal Fees	Flat rate
Consultants	\$ -		
Jones Psychological Services	\$ 914	Contractual service provided to BC employees who face client fatigue, anxiety, depression etc. Jones take a proactive approach to emotional healing by drawing on individual strengths and guiding individuals to become collaborate	Estimated per trending prior FY
COMPLIANCIELINE, LLC	\$ 196	Contracted experts provide accounting and analysts to BC's financial integrity. All services are included in a monthly subscription.	Estimated per trending prior FY
Solar Art	\$ 2,451	Solar Art is an industry leader in window film installation. Focused to maximize the performance by increasing energy efficiency & Security.	Estimated per trending prior FY
Yerba Buena Builders, Inc.	\$ 98	Operates, manages, and elevates the programs properties such as SF office renovations	Estimated per trending prior FY
Tasker by TaskRabbit	\$ 182	Contracted same-day service platform instantly connects skilled Taskers to help with odd-jobs and errands. BC has utilized this service to install dishwashers, mounting, office installations, etc.	Estimated per trending prior FY

TOTAL OPERATING EXPENSES	\$	207,236
Indirect Cost	15.0%	\$ 299,101

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Rental Subsidies	\$ 8,440,333	3650 Subsidies @3359/with CF up to FMR 3359 Per Client	Estimated per FMR rate per client
Security Deposit	\$ 380,292	176 instances @3500	Estimated per FMR rate per client
Application Fee	\$ 6,365	Expected per trending previous year	Estimated per trending expected
Furniture	\$ 338,819	Expenses cover essential furnishing needed to house new placements for current FY	Estimated per trending expected
Unit Hold/Landlord Incentive	\$ 437,041	Fixed amount is intended to incentive new property owners to work with potential T.A.V. tenants.	Estimated per FMR rate per client
Damage Mitigation	\$ 20,100	This fixed amount is intended to cover repair costs to units that have been damaged (e.g., walls, hallways, ceilings) during participant's tenancy.	Flat rate
Client Misc.	\$ 9,045	Fixed amount is intended to support clients with one-time misc. expenses and their utilities.	Estimated per trending expected
Relocations	\$ 99,495	This fixed amount is intended to cover relocation costs with client move-in out.	Estimated per trending expected
TOTAL OTHER EXPENSES	\$ 9,731,490		

	A	B	C	D	E	H	K	N	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	7/1/2024										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	2/15/2021	6/30/2024	4								
6	Amended Term	2/15/2021	6/30/2025	5								
7	Provider Name	Brilliant Corners										
8	Program	Flexible Housing Subsidy Pool										
9	FSP Contract ID#	1000021034										
10	Action (select)	Amendment										
11	Effective Date	7/1/2024										
12	Budget Name	Prop C - Flex Pool										
13		Current	New	0%								
14	Term Budget	\$ 5,578,524	\$ 5,578,524									
15	Contingency	\$ 12,024,599	\$ (0)									
16	Not-To-Exceed	\$ 40,161,603	\$ 40,161,603									
17												
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years					
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 2/28/2025	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2025	2/15/2021 - 6/30/2025			
20		Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	New	Current/Actuals	Amendment	New			
21	Expenditures											
22	Salaries & Benefits	\$ -	\$ 376,220	\$ 1,422,201	\$ -	\$ -	\$ 1,798,421	\$ -	\$ 1,798,421			
23	Operating Expense	\$ -	\$ 75,547	\$ 218,155	\$ -	\$ -	\$ 293,702	\$ -	\$ 293,702			
24	Subtotal	\$ -	\$ 451,767	\$ 1,640,356	\$ -	\$ -	\$ 2,092,123	\$ -	\$ 2,092,123			
25	Indirect Percentage		15.00%	15.00%		0.00%						
26	Indirect Cost (Line 24 X Line 25)	\$ -	\$ 67,765	\$ 246,053	\$ -	\$ -	\$ 313,819	\$ -	\$ 313,819			
27	Other Expenses (Not subject to indirect %)	\$ -	\$ 1,542,722	\$ 1,629,860	\$ -	\$ -	\$ 3,172,582	\$ -	\$ 3,172,582			
29	Admin Cost (HUD Agreements Only)						\$ -	\$ -	\$ -			
30	Total Expenditures	\$ -	\$ 2,062,254	\$ 3,516,270	\$ -	\$ -	\$ 5,578,524	\$ -	\$ 5,578,524			
31												
32	HSH Revenues (select)											
33	Prop C		\$ 2,608,532	\$ 5,951,098.00		\$ -	\$ 8,559,630	\$ -	\$ 8,559,630			
36	Adjustment to Actuals		\$ (546,278)	\$ (2,434,828)		\$ -	\$ (2,981,106)	\$ -	\$ (2,981,106)			
42	Total HSH Revenues	\$ -	\$ 2,062,254	\$ 3,516,270	\$ -	\$ -	\$ 5,578,524	\$ -	\$ 5,578,524			
43	Other Revenues (to offset Total Expenditures)											
49	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
50												
51	Total HSH + Other Revenues	\$ -	\$ 2,062,254	\$ 3,516,270	\$ -	\$ -	\$ 5,578,524	\$ -	\$ 5,578,524			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
53												
54												
55	Prepared by	Tehrleigh Martin										
56	Phone	415-579-7637										
57	Email	tmartin@brilliantcorners.org										

	A	B	C	D	G	J	M	P	S	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
2	APPENDIX B, BUDGET											
3	Document Date	7/1/2024										
4	Contract Term	Begin Date	End Date	Duration (Years)								
5	Current Term	2/15/2021	6/30/2024	4								
6	Amended Term	2/15/2021	6/30/2025	5								
7	Provider Name	Brilliant Corners										
8	Program	Flexible Housing Subsidy Pool										
9	FSP Contract ID#	1000021034										
10	Action (select)	Amendment										
11	Effective Date	7/1/2024										
12	Budget Name	HL-RA										
13		Current	New									
14	Term Budget	\$ 6,920,804	\$ 6,920,804		0%							
15	Contingency	\$ 12,024,599	\$ (0)									
16	Not-To-Exceed	\$ 40,161,603	\$ 40,161,603									
17												
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years					
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 2/28/2025	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2025	2/15/2021 - 6/30/2025			
20		New	New	New	New	New	Current/Actuals	Amendment	New			
21	Expenditures											
22	Salaries & Benefits	\$ -	\$ 1,195,155	\$ 1,326,203	\$ -	\$ -	\$ 2,521,358	\$ -	\$ 2,521,358			
23	Operating Expense	\$ 1,980	\$ 306,763	\$ 165,685	\$ -	\$ -	\$ 474,428	\$ -	\$ 474,428			
24	Subtotal	\$ 1,980	\$ 1,501,918	\$ 1,491,888	\$ -	\$ -	\$ 2,995,786	\$ -	\$ 2,995,786			
25	Indirect Percentage	15.00%	15.00%	15.00%		0.00%						
26	Indirect Cost (Line 24 X Line 25)	\$ 297	\$ 225,288	\$ 223,783	\$ -	\$ -	\$ 449,368	\$ -	\$ 449,368			
27	Other Expenses (Not subject to indirect %)	\$ -	\$ 929,485	\$ 2,546,165	\$ -	\$ -	\$ 3,475,650	\$ -	\$ 3,475,650			
30	Total Expenditures	\$ 2,277	\$ 2,656,690	\$ 4,261,836	\$ -	\$ -	\$ 6,920,804	\$ -	\$ 6,920,804			
31												
32	HSH Revenues (select)											
33	Prop C	\$ 1,129,342	\$ 3,813,344	\$ 8,955,084	\$ -	\$ -	\$ 13,897,770	\$ -	\$ 13,897,770			
36	Adjustment to Actuals	\$ (1,127,065)	\$ (1,156,653)	\$ (4,693,248)	\$ -	\$ -	\$ (6,976,966)	\$ -	\$ (6,976,966)			
42	Total HSH Revenues	\$ 2,277	\$ 2,656,691	\$ 4,261,836	\$ -	\$ -	\$ 6,920,804	\$ -	\$ 6,920,804			
43	Other Revenues (to offset Total Expenditures)											
49	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
50												
51	Total HSH + Other Revenues	\$ 2,277	\$ 2,656,691	\$ 4,261,836	\$ -	\$ -	\$ 6,920,804	\$ -	\$ 6,920,804			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
54												
55	Prepared by	Tehrleigh Martin										
56	Phone	415-579-7637										
57	Email	tmartin@brilliantcorners.org										

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											
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10	Action (select)	Amendment										
11	Effective Date	7/1/2024										
12	Budget Name											
13		Current	New									
14	Term Budget	\$ 546,278	\$ 546,278	0%								
15	Contingency	\$ 12,024,599	\$ (0)									
16	Not-To-Exceed	\$ 40,161,603	\$ 40,161,603									
17												
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years					
19		2/15/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 2/28/2025	2/15/2021 - 6/30/2024	2/15/2021 - 6/30/2025	2/15/2021 - 6/30/2025			
20		Current/Actuals	Current/Actuals	Current/Actuals	Current/Actuals	New	Current/Actuals	Amendment	New			
21	Expenditures											
27	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ 546,278	\$ -	\$ 546,278	
30	Total Expenditures	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ 546,278	\$ -	\$ 546,278	
31												
32	HSH Revenues (select)											
35	Prop C - One-Time Carry Forward			\$ 546,278		\$ -	\$ 546,278	\$ -	\$ 546,278	\$ -	\$ 546,278	
42	Total HSH Revenues	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ 546,278	\$ -	\$ 546,278	
43	Other Revenues (to offset Total Expenditures)											
49	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
50												
51	Total HSH + Other Revenues	\$ -	\$ -	\$ 546,278	\$ -	\$ -	\$ 546,278	\$ -	\$ 546,278	\$ -	\$ 546,278	
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
54												
55	Prepared by	Tehrleigh Martin										
56	Phone	415-579-7637										
57	Email	tmartin@brilliantcorners.org										

Appendix C, Method of Payment

I. Reimbursement for 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, paid by the Grantee, 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 the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal: Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.

A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.

B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.

C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.

D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee’s ability to apply for future funding or requests for additional funding.

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

E. 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.
- F. 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 more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- G. 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 Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Grantees.

H. 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) and summarized in Excel;
 - 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));
 - 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;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
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. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

Our City, Our Home (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 shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, 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). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceed \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a detailed summary report in Excel format, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds per the established program policy.</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 shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

Our City, Our Home (Prop C)	
Type	Instructions and Examples of Documentation
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

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 to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee’s authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month 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 one month of the ongoing annualized budget amount may be considered on a case-by-case basis only.

3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated 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 monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding 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
Human Services Agency	Scattered Site Housing & Rental Subsidy Administration (SSHRSA)	07/01/23-06/30/27	\$15,934,897
Department of Homelessness and Supportive Housing	Emergency Housing Vouchers	03/01/22-06/30/26	\$4,996,404
Department of Homelessness and Supportive Housing	Mainstream Vouchers & Flexible Housing Subsidy Pool	07/01/21 – 06/30/26	\$9,000,000
Department of Homelessness and Supportive Housing	TAY Rapid Rehousing	07/01/21-06/30/26	\$27,309,402



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 . www.sfethics.org

Received On:

File #: 250073

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

2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Dylan Schneider	628-652-7742
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	dylan.schneider@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Brilliant Corners	TELEPHONE NUMBER 415-618-0012
STREET ADDRESS (including City, State and Zip Code) 854 Folsom Street, Floor 2, San Francisco, CA 94107	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250073
DESCRIPTION OF AMOUNT OF CONTRACT \$59,542,690		
NATURE OF THE CONTRACT (Please describe) Resolution approving the third amendment to the grant agreement between Brilliant Corners and the Department of Homelessness and Supportive Housing ("HSH") for the Flexible Housing Subsidy Pool (FHSP) program; extending the grant term by twelve (12) months from June 30, 2025, for a total term of February 15, 2021, through June 30, 2026; increasing the agreement amount by \$19,381,087 for a total amount not to exceed \$59,542,690.		

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	Contreras	Chris	COO
3	Ham	Chulssang	CFO
4	Mills	Robert C.	Board of Directors
5	Grewal	Navneet	Board of Directors
6	Conk	Nancy	Board of Directors
7	Edwards	Earl	Board of Directors
8	Roller	Shamus	Board of Directors
9	Ko	Chris	Board of Directors
10	Lieberman	Donny	Board of Directors
11	Stevens	Reba	Board of Directors
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19			

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>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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Shireen McSpadden, Executive Director

Daniel Lurie, Mayor

January 13, 2025

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Dear Ms. Calvillo:

The Department of Homelessness and Supportive Housing (HSH) proposes a Third Amendment to the Grant Agreement between HSH and the non-profit provider Brilliant Corners to administer the Flexible Housing Subsidy Pool (FHSP) program.

HSH launched the FHSP program in 2018 and is entirely funded with Prop C “Our City, Our Home” dollars. The program offers ongoing rental subsidies to eligible participants for units in the private rental market. Participants housed through FHSP pay 30 percent of their income towards rent and sign their own leases to ensure tenancy rights. To guarantee participants receive ongoing support and maintain housing stability, these rental subsidies are accompanied by supportive services.

Attached please find an executed copy of the proposed Resolution for the Board of Supervisors approval.

The following is a list of accompanying documents:

- Word version of the proposed Resolution
- Copy of the Original Agreement
- Copies of the First and Second Amendments to the Agreement
- Copy of the Proposed Third Amendment
- Form 126 submitted to the Ethics Commission

The following person may be contacted regarding this matter:

Dylan Schneider, Manager of Legislative Affairs
628.652.7742
Dylan.Schneider@sfgov.org