

File No. 200357

Committee Item No. 1
Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 20, 2020

Board of Supervisors Meeting

Date June 2, 2020

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Request for Proposal |
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Completed by: Linda Wong Date May 15, 2020

Completed by: Linda Wong Date May 21, 2020

AMENDED IN COMMITTEE
5/20/2020

FILE NO. 200357

RESOLUTION NO. _____

1 [Grant Agreement - Homebridge, Inc. - Contract Mode In-Home Supportive Services - Not-
2 to-Exceed \$142,265,270]

3 **Resolution authorizing the Executive Director of the Human Services Agency to**
4 **execute a Grant Agreement between the City and County of San Francisco, acting by**
5 **and through its Human Services Agency, and Homebridge, Inc., for the provision of**
6 **contract mode in-home supportive services for the period of July 1, 2020, to June**
7 **30, 2025, in the amount not-to-exceed \$142,265,270.**

8 WHEREAS, The City and County of San Francisco wishes to provide contract mode in-
9 home supportive services to eligible blind, aged, and disabled persons in order to enable
10 these individuals to remain safely in their homes; and

11 WHEREAS, The Human Services Agency conducted a Request for Proposals for these
12 services in November 2019; and

13 WHEREAS, Homebridge submitted a responsive and responsible proposal and was
14 awarded the contract; and

15 WHEREAS, Due to the COVID-19 Pandemic, the Department of Disability and
16 Aging Services Commission will review this grant with Homebridge, Inc. at its next
17 Commission meeting; now, therefore be it

18 RESOLVED, That the Board of Supervisors hereby approves the grant with
19 Homebridge to provide contract mode in-home supportive services to eligible blind, aged, and
20 disabled persons in order to enable these individuals to remain safely in their homes, for the
21 period of July 1, 2020, to June 30, 2025, in the amount of \$142,265,270; and, be it

22 FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by
23 all parties, the Human Services Agency shall provide a copy to the Clerk of the Board for
24 inclusion into the official file.
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1 APPROVED:

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A handwritten signature in black ink, appearing to read "Trent L. Rhorer", with a long horizontal flourish extending to the right.

Trent Rhorer
Executive Director, Human Services Agency

<p>Item 1 Files 20-0357</p>	<p>Department: Human Services Agency</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would authorize a new contract between the Human Services Agency (HSA) and Homebridge, Inc. for Homebridge to provide contract mode in-home supportive services in the amount of \$142,265,270 for a five-year term from July 1, 2020 through June 30, 2025. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In-Home Supportive Services (IHSS) is a federally-, state-, and locally-funded program administered by each county. IHSS provides funding for eligible low-income seniors (over the age of 65) and disabled persons to receive non-medical personal care and other household assistance in their home. IHSS service hours are provided to clients via two modes of service delivery: (a) the Independent Provider mode or (b) the contract mode for clients who are unable to find and/or supervise their own Independent Providers. Homebridge, which has provided IHSS contract mode services since 1995, was awarded a new contract following a competitive solicitation in November 2019. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Annual budgeted contract expenditures are \$28.4 million, including a 10 percent contingency. The City’s General Fund makes up 21 percent of the Homebridge contract funding. The City’s General Fund share of IHSS program costs (costs not funded by the federal Medicaid program), including Homebridge contract costs, is determined by the State. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • The City’s General Fund share of IHSS program costs (costs not funded by the federal Medicaid program), including Homebridge contract costs, is determined by the State. The counties pay a base amount (Maintenance of Effort) which was initially set by the State in FY 2012-13 and increased annually. The State reduced the counties’ Maintenance of Effort in FY 2019-20, including setting a lower base and reducing annual increases. San Francisco’s Maintenance of Effort will increase by an additional amount to cover the costs of San Francisco’s Minimum Compensation Ordinance. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Amend the proposed resolution to correctly state that the contract not-to-exceed amount is \$142,265,270. 	

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

In-Home Supportive Services (IHSS) is a federally-, state-, and locally-funded program administered by each county. IHSS provides funding for eligible low-income seniors (over the age of 65) and disabled persons to receive non-medical personal care and other household assistance in their home. IHSS care allows seniors and disabled persons to remain in their own homes and thereby avoid unnecessary and expensive hospitalization or institutionalization.

Each eligible IHSS client is allocated a specified number of monthly IHSS service hours based on an annual needs assessment conducted by the Human Services Agency (HSA). In San Francisco, IHSS service hours are provided to clients via two modes of service delivery: (a) the Independent Provider mode or (b) the contract mode for clients who are unable to find and/or supervise their own Independent Providers. According to HSA, there are currently approximately 23,055 IHSS clients, 96 percent of whom utilize the Independent Provider mode of service. Three percent of clients receive services through Homebridge which is currently San Francisco's Contract Mode provider. Less than 1 percent use both Independent Provider and Contract Mode.

According to HSA, the Homebridge contract serves a higher need client through the employment of a trained and supervised home care workforce. The Homebridge contract serves IHSS recipients who are unable to hire and supervise their own home care providers due to behavioral and mental health issues that create barriers to service delivery.

Homebridge (previously named In-Home Supportive Services Consortium¹) has provided IHSS contract mode services since the establishment of the San Francisco IHSS Public Authority by the Board of Supervisors in May 1995.² Homebridge has been re-awarded the contract following regular Request for Proposal solicitations.³ In April 2017, the Board of Supervisors retroactively approved an agreement between Homebridge and HSA for Contract Mode IHSS and provider skill development training and support for the period of April 1, 2017, to June 30, 2019 in the amount

¹ <http://homebridge.squarespace.com/news/2015/3/1/ihss-consortium-is-now-homebridge>

² The SF IHSS Public Authority was founded under Administrative Code Chapter 70: "The Board of Supervisors for the City and County of San Francisco (hereinafter, City) by this Chapter establishes a public authority whose powers are derived from and consistent with the provisions of Welfare and Institutions Code Section 12301.6. The name of this public authority shall be the In-Home Supportive Services Public Authority, and shall be referred to in this Chapter as the "Authority." Its purpose is to assure the availability of Independent Providers for the In-Home Supportive Services Program (IHSS) through the establishment of a central registry, and related functions, and to perform any other functions, as may be necessary for the operation of the Authority, or related to the delivery of IHSS in San Francisco, subject to all applicable Federal and State laws and regulations, and to the limitations set forth in this Chapter."

³ Homebridge was awarded contracts for IHSS contract mode services in response to four solicitations: RFP No.398 for FY08/09, RFP No.543 FY12/13, RFP No.679 FY15/16 and RFP No.852 FY 19/20. Each year Homebridge, the incumbent provider, has been the only agency to submit a proposal.

of \$66,972,930 (File 17-0231). Subsequently, in June 2019 the Board approved a first amendment to the agreement to extend the contract term from June 20, 2019 for a total agreement term of April 1, 2017 through June 30, 2020 (File No. 190485).

The contract currently under Board consideration was awarded to Homebridge by the HSA following an RFP issued on November 1, 2019 for Contract Mode services from July 1, 2020 through June 30, 2025.⁴

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize a new contract between the Human Services Agency (HSA) and Homebridge, Inc. for Homebridge to provide contract mode in-home supportive services in the amount of \$142,265,270 for a five-year term from July 1, 2020 through June 30, 2025.

Services Provided

Contract Mode Services: Homebridge is to provide approximately 450,000 - 475,000 hours of supervised direct services to an estimated 850 clients at any given time. These types of Provider services include domestic services, meal planning, heavy cleaning, grocery shopping, non-medical personal services, accompaniment services, yard hazard abatement, protective supervision, and paramedical services.

Administrative Support and Care Management: Homebridge is to process new recipient referrals and create care schedules for Providers. They are to ensure IHSS services are being delivered to the satisfaction of recipients through regular supervisory visits and an annual survey.

Provider Skill Development and Training: Homebridge is to provide its Contract Mode Providers Basic and ongoing Advanced training. Basic training courses include topics such as emergency preparedness, infection and exposure control, food and medication interaction, food safety and sanitation, home safety, OSHA requirements, CPR and First Aid, personal care and home care standards. Homebridge is also to provide Advanced Provider training consisting of courses that focus on specific areas such as fall prevention, using durable medical equipment, mental illness and substance abuse in recipients, and nutrition. Various courses are offered in English, Spanish, Cantonese and 1 class in Tagalog.

Historically, all IHSS Providers—Independent and Contract Mode-- were trained together under one contract, but this time training for Contract Mode providers is separated and included in the scope of the proposed contract with Homebridge. Records of Provider's training and skills assessments are to be maintained to ensure competency attainment.

⁴ RFP No. 852 110119: Request for Proposals #852 for Personal Care and/or Training and Support (Home Care) For Older Adults and Adults with Disabilities

Performance Monitoring

The contract stipulates monitoring, quality control and reporting on specific contract activities through monthly, quarterly and annual reports. In the FY 2018-19 Annual Report, Homebridge met or made documented improvement on all Service Objectives and Outcome Objectives.

Service Objective 3 and Outcome Objective 1 were notably “In Progress” according to the most recent annual report. Service Objective 3 noted that Homebridge was just shy of meeting its guarantee to “provide services to new recipients within the HSA-required 5-business day period or 24- hour emergency period, as specified by HSA worker.” A 4-5% response time improvement was made from the previous year. Progress was also noted on Outcome Objective 1 which aims to achieve 95 percent recipient satisfaction with IHSS services, as tracked in the annual recipient survey. All responses to the ten survey questions for FY 2018-19 received 85% satisfied or higher, but none reached the 95% threshold.⁵

FISCAL IMPACT

Table 1 below summarizes the sources and uses of the proposed contract spending.

Table 1. Sources and Uses of Funds for Proposed Homebridge Contract

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total
Sources						
City General Fund	\$5,431,947	\$5,431,947	\$5,431,947	\$5,431,947	\$5,431,947	\$27,159,735
State Grants	\$5,949,276	\$5,949,276	\$5,949,276	\$5,949,276	\$5,949,276	\$29,746,380
Federal Grants	\$14,485,191	\$14,485,191	\$14,485,191	\$14,485,191	\$14,485,191	\$72,425,955
Subtotal	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$129,332,065
Contingency (10%)	\$2,586,641	\$2,586,641	\$2,586,641	\$2,586,641	\$2,586,641	\$12,933,205
Total Sources	\$28,453,054	\$28,453,054	\$28,453,054	\$28,453,054	\$28,453,054	\$142,265,270
Uses						
Salaries/Fringe Benefits ^a	\$20,956,771	\$20,956,771	\$20,956,771	\$20,956,771	\$20,956,771	\$104,783,855
Operating Expenses ^b	\$2,277,173	\$2,277,173	\$2,277,173	\$2,277,173	\$2,277,173	\$11,385,865
Subtotal	\$23,233,944	\$23,233,944	\$23,233,944	\$23,233,944	\$23,233,944	\$116,169,720
Indirect Costs (10%)	\$2,323,394	\$2,323,394	\$2,323,394	\$2,323,394	\$2,323,394	\$11,616,970
Heavy Cleaning	\$309,075	\$309,075	\$309,075	\$309,075	\$309,075	\$1,545,375
Subtotal	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$129,332,065
Contingency (10%)	\$2,586,641	\$2,586,641	\$2,586,641	\$2,586,641	\$2,586,641	\$12,933,205
Total Uses	\$28,453,054	\$28,453,054	\$28,453,054	\$28,453,054	\$28,453,054	\$142,265,270

Source: Appendix A and B to proposed Homebridge

^a Salaries and fringe benefits are for 305 in-home service providers and 60 program staff.

^b Operating expenses include rent, utilities, supplies, information technology, training, and other expenses.

The proposed contract between HSA and Homebridge provides for fewer annual service hours than in the prior contract. According to Human Services Agency Budget Director Emily Gibbs, because contract services cost more than direct IHSS provider services due to added

⁵ HomeBridge IHSS Annual Report FY July 2018- June 2019.

administrative charges, HSA has more narrowly targeted contract services to individuals who most need these services, reducing total contract service hours.

POLICY CONSIDERATION

The City's General Fund makes up \$27.2 million or 21 percent of the Homebridge contract's funding of \$129 million, shown in Table 1 above. The City's General Fund share of IHSS program costs (costs not funded by the federal Medicaid program), including Homebridge contract costs, is determined by the State.⁶ The counties pay a base amount (Maintenance of Effort) which was initially set by the State in FY 2012-13 and increased annually. The State reduced the counties' Maintenance of Effort in FY 2019-20, including setting a lower base and reducing annual increases. San Francisco's Maintenance of Effort will increase by an additional amount to cover the costs of San Francisco's Minimum Compensation Ordinance.

RECOMMENDATION

Amend the proposed resolution to correctly state that the contract not-to-exceed amount is \$142,265,270.

⁶ The State determines the State and counties' share of costs not funded by the federal Medicaid program. Prior to FY 2012-13, the counties paid 35 percent of IHSS program costs and 30 percent of IHSS administrative costs not paid by Medicaid. Beginning in FY 2012-13, the State changed the counties' share of IHSS costs to Maintenance of Effort, which set counties' cost at a base amount (FY 2011-12), escalating by approximately 7 percent per year. The impact of Maintenance of Effort was to increase the total amount of IHSS costs paid by the counties.

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

HOMEBRIDGE, INC.

THIS GRANT AGREEMENT (“Agreement”) is made as of JULY 1, 2020, in the City and County of San Francisco, State of California, by and between **Homebridge, Inc., 1035 Market Street, L-1, San Francisco, CA 94103** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Human Services Agency (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for an **In-Home Supportive Services Contract Mode** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

To provide In-Home Supportive Services (IHSS) to recipients who are at risk and who are unable to hire and supervise their own home care providers or who have behavioral issues that create barriers to service delivery; and

WHEREAS, the City’s **Board of Supervisors** approved this Agreement by [insert resolution number] on [insert date of Commission or Board action]; and:

WHEREAS, the Grant is funded with Federal dollars, CFDA # 93.778; and

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

NOW, THEREFORE, in consideration of the premises 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) **“Agency”** shall mean Human Services Agency or Department of Human Services
- (c) **“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 in respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (d) **“Budget”** shall mean the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.
- (e) **“Charter”** shall mean the Charter of City.
- (f) **“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.
- (g) **“Controller”** shall mean the Controller of City.
- (h) **“Eligible Expenses”** shall have the meaning set forth in Appendix A.
- (i) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (j) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (k) **“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.
- (l) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (m) **“Grant”** shall mean this Agreement.
- (n) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (o) **“Grant Plan”** shall have the meaning set forth in Appendices A and B, or shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.
- (p) **“HRC”** shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “CMD” or the Contract Monitoring Division of the City.
- (q) **“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.
- (r) **“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.

- (s) “**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.

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 Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2020** 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.

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.

The amount of the Grant Funds disbursed hereunder shall not exceed **One Hundred Twenty-Nine Million Three Hundred Thirty-Two Thousand Sixty-Five Dollars (\$129,332,065)** for the period **from July 1, 2020 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Twelve Million Nine Hundred Thirty-Three Thousand Two Hundred Five Dollars (\$12,933,205)** for the period from **July 1, 2024 to June 30, 2025 (Y5)**, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **One Hundred Forty-Two Million Two Hundred Sixty-Five Thousand Two Hundred Seventy Dollars (\$142,265,270)** for the period from **July 1, 2020 to June 30, 2025 (Y1-Y5).**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A 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. 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 no more than once during each **MONTH**.

5.4 State or Federal Funds

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

(b) **Grant Terms.** If the funding for this agreement is provided in full or in part by a Federal or State grant to the City then 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. Any such incorporated terms and requirements may be added in the attached appendices. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in state or federal assistance programs. Grantee acknowledges that this certification of eligibility to receive state or federal funds is a material term of the Agreement.

(c) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

**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. 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 the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the 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 step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, 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 \$1,000,000 each occurrence and \$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, and

(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, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. 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, the 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 the grantee listed as additional insureds.

10.9 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other

officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

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

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

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

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

a. Personal Information. Contractor 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. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of Chapter 12M of the San Francisco Administrative Code shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

b. Protected Social Service and Personal Health Information. Contractor, all subgrantees, and all agents and employees of Contractor and any subgrantee shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subgrantees or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

c. Proprietary and 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 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 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 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 e-mail, and shall be addressed as follows:)

If to the Department or City: Human Services Agency
David Kashani, GB13
Office of Contract Management
P.O. Box 7988
San Francisco, CA 94120-7988
Facsimile No. 415-557-5679
Email- David.Kashani@sfgov.org

If to Grantee: Mark Burns
Executive Director
Homebridge, Inc.
1035 Market Street, L-1
San Francisco, CA 94103
Attn: Mark Burns
Email: mburns@homebridgeca.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 Local Business Enterprise Utilization; Liquidated Damages. 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 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..

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 Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs- of the Confidentiality, Fraud, Civil Rights, and State Hearings Manual published by the California Department of Social Services (available online at <http://www.cdss.ca.gov/getinfo/pdf/3cfcman.pdf>) requires that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

- Procedures for informing clients of their civil rights under Chapter 21-100;
- Policies and procedures for handling complaints filed with or against a Grantee;
- Policies and procedures that ensure Grantees accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Grantees provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Grantee staff are adequately trained in the requirements of Chapter 21 under California Department of Social Services standards.

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 % 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 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) 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 **annually**. 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.

16.15 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) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. .

16.20 Compliance with California Department on Aging. If grant is in excess of \$100,000 in California Department of Aging Funding, grantee is required to complete and submit of Standard Form LLL, "Disclosure Form to Report Lobbying", Form LLL to be found at: <http://www.adp.ca.gov/NNA/files/DocumentsIX.doc>

16.21 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) 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 the Grantee
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or sub-awards under the award.

16.22 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.

ARTICLE 17 MISCELLANEOUS

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

or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

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

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

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

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

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

Appendix A, Services to be Provided

Appendix B, Budget

Appendix C, Method of Payment

Appendix D, Interests in Other City Grants

Appendix E, Permitted Subgrantees

Appendix F, HIPPA Business Associate Addendum, (if applicable)

Appendix G, Federal Award Information

Appendix H, Federal Requirements for Subcontractors

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.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.	Section 13.4	Grantee Retains Responsibility.
Section 6.5	Books and Records.	Section 14.3	Consequences of Recharacterization.
Section 6.6	Inspection and Audit.	This Article 17	Miscellaneous
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.		

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. 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 grant 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:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/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 Grant/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 the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/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 the 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.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the 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 the grantee. The Department will respond in writing within 10 working days.

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 Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task

Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

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 that affects the San Francisco Bay Area, Grantee will make a good faith effort to continue to provide services to the Department's clients on a priority basis. Contactor shall provide fair prices for services that may not be covered under the awarded grant but are necessary as a direct result of the City-declared emergency. Grantee will document the expenses incurred and submit a prompt request for payment to the Department.

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:

HUMAN SERVICES AGENCY

HOMEBRIDGE, INC.

By: _____
Trent Rhorer
Executive Director
Human Services Agency

By: _____

Approved as to Form:

Dennis J. Herrera
City Attorney

Print Name: Mark Burns
Title: Executive Director
Address: 1035 Market Street, L-1
City, State ZIP: San Francisco, CA 94103

Phone: 415-659-5319

By: _____
David K. Ries
Deputy City Attorney

City vendor number: **0000018736**
Federal Employer ID number: **94-2985244**
DUNS Number: **836142224**

**Appendix A– Services to be Provided
Homebridge
In-Home Supportive Services - Contract Mode
Effective July 1, 2020 – June 30, 2025**

I. Purpose of Grant

The purpose of this grant is to provide In-Home Supportive Services (IHSS) to recipients who are at risk and who are unable to hire and supervise their own home care providers or who have behavioral issues that create barriers to service delivery. The IHSS Program provides assistance to eligible older adults and adults with disabilities who are unable to remain safely in their own homes without this assistance. The City has approved this grant to maximize options and ensure alternatives to out-of-home care for eligible older adults and adults with disabilities. This Grant is let in accordance with Title XIX and Title XX, of the Social Security Act; California State Welfare and Institutions Code, Sections 12300 et seq., California State Department of Social Services (CDSS) Manual of Policy and Procedures (MPP), Divisions 10, 19, 21, 22, 23, 25, 30 and 46, et seq., Office of Management and Budget (OMB) Circulars. Grantee shall comply with all provisions specified in this Grant.

II. Definitions

City	City and County of San Francisco
CMIPS II	Case Management, Information and Payrolling System II
DAS	Department of Disability and Aging Services of San Francisco
HSA	Human Services Agency of the City and County of San Francisco
Medi-Cal	Medi-Cal provides free or low-cost health insurance for eligible individuals that comes with a range of health benefits and services, including IHSS.
IHSS	In-Home Supportive Services
Home Care Provider (HCP)	The individual employed and supervised by the Contract Mode Provider who delivers the IHSS tasks authorized by the referring DAS Social Worker to the recipient.
Intensive Supervision	Frequent contact and support to both IHSS recipient and home care providers in order to overcome barriers to service delivery
OSHA	Refers to California Occupational Safety and Health Administrations
Recipient	Persons eligible for and receiving IHSS authorized services.

III. Target Population

- A. To be eligible for IHSS, recipients must be living either in their own homes, SRO hotels, shelters, public or senior housing within the boundaries of San Francisco County, and must meet the following conditions:
 - 1. Be sixty-five years or older and/or a person with disabilities

2. Currently receive Full-Scope Medi-Cal
3. Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1

B. Eligible IHSS clients must meet all of the following criteria to be considered for referral to Contract Mode:

1. Willing to accept Contract Mode Services after 3 good faith efforts to engage in services are made by Contract Mode;
2. Without stable home care services, is at risk for premature institutionalization, eviction and/or health and safety issues;
3. No other stable support system is in place to adequately provide home care needs or provide consistent assistance to successfully maintain an IP; and
4. Has not terminated from Contract Mode services in the past 6 months or less due to egregious behavior or lack of engagement.

C. IHSS clients must also meet at least one of the following criteria:

1. Moderate to severe mental health, cognitive impairment and/or substance misuse that affects their ability to hire and manage an Independent Provider (IP); and/or
2. Physical condition(s) that prevents client from being able to coordinate a full care plan to meet domestic and personal care needs while supervising an IP; and/or
3. Recent or pending discharge from hospital or skilled nursing facility (SNF) with no community or other support system; and/or
4. Requires heavy cleaning with or without on-going Homebridge Services; and/or
5. Adult Protective Services (APS)/IHSS Investigations confirmed abuse or neglect by previous IP, family member and/or partner.

IV. Description of Services

A. Grantee shall be responsible for the following goals and requirements for the term of this contract:

1. Serve approximately 450,000 - 475,000 hours annually to approximately 850 clients at any given time.
2. Seven-day a week availability of quality and culturally and linguistically appropriate in-home care for complexly diagnosed eligible aged, blind, and disabled individuals to remain safely in their own homes; and
3. Skilled home care providers for recipients who are unable to hire or supervise their own IPs, or who have additional capacity and service issues; and

4. Intensive supervision and training to home care providers to ensure the delivery of safe and effective domestic, personal and paramedical services; and
5. Service coordination and barrier removal services to recipients to maximize recipients' engagement in IHSS services; and
6. Timely and quality IHSS services to recipients as authorized by Department of Disability and Aging Services (DAS) IHSS Social Workers; and
7. Provide staffing ratios that are appropriate to serve referred clients and that meet the established per hour rate established with DAS.

B. Grantee shall provide the following services for the term of this contract:

1. Accept and intake new recipient referrals from DAS Social Workers ensuring IHSS services begin within 5 business days of referral or within 24-hours when the referral is deemed "emergency";
2. Create regular schedules with recipients that meet their care needs (as authorized by IHSS), communicating changes to recipients in a timely manner and ensuring back-up coverage when requested and needed;
3. Coordinate with DAS Social Workers and staff to ensure authorized hours are accurate and to troubleshoot barriers to service;
4. Provide regular supervisory visits to recipients to ensure recipient safety and satisfaction with services;
5. Provide initial and on-going training to home care providers:
 - a. Basic Provider Training consists of courses aiming to help home care providers master key areas of domestic and personal care. Topics to be included must contain at least the following: emergency preparedness, infection and exposure control, food and medication interaction, food safety and sanitation, home safety, OSHA requirements, rights and responsibilities, CPR and First Aid, personal care and home care standards.
 - b. Advanced Provider Training consists of courses that focus on specific areas providers may need to learn more about such as fall prevention, using durable medical equipment, mental illness and substance abuse in recipients, and nutrition. This training may also occur in the field to assist home care providers to perform complex personal care (transfers, hooyer lift, etc) and paramedical tasks.
 - c. The Grantee shall maintain records of all HCPs' skill assessments and specific training provided to meet minimum standards of competency.

6. Provide IHSS services to recipients in accordance with mutually developed schedules with recipient. IHSS services are limited to the following:
 1. Domestic services, which includes: Sweeping, vacuuming, washing and waxing the floor surfaces; Washing kitchen counters and sinks; Cleaning the bathroom; Storing food and supplies; Taking out garbage; Dusting and picking up; Cleaning oven and stove; Cleaning and defrosting refrigerator; Bringing in fuel for heating or cooking purposes from a fuel bin in the yard; Changing bed linen; and Miscellaneous domestic services such as changing light bulbs.
 2. Heavy cleaning that involves thorough cleaning of the home to remove hazardous debris or dirt. The City shall have the authority to authorize this service, only at the time IHSS is initially granted, to enable the provider to perform continuous maintenance, or, if a lapse in eligibility occurs, eligibility is reestablished and IHSS services have not been provided within the previous 12 months. The City shall have the authority to authorize this service should the recipient's living conditions result in a substantial threat to his/her health/safety. Such service may also be authorized when a recipient is at risk of eviction for failure to prepare his/her home or abode for fumigation as required by statute or ordinance.
 3. Related services limited to: Planning of meals; Preparation of meals includes such tasks as washing vegetables, trimming meat, cooking, setting the table, servicing the meal, cutting the food into bite-size pieces; Meal cleanup including washing, drying, and putting away dishes, pots, utensils and culinary appliances; Routing mending, laundry, ironing, folding, and storing clothes on shelves or in drawers; Reasonable food shopping and other shopping/errands limited to the nearest available stores or other facilities consistent with the recipient's economy and needs;
 4. Non-medical personal services limited to:
 - a. Bowel and bladder care such as assistance with enemas, emptying of catheter or ostomy bags, assistance with bed pans, application of diapers, changing rubber sheets, assistance with getting on and off commode or toilet;
 - b. Respiration limited to nonmedical services such as assistance with self-administration of oxygen and cleaning of intermittent positive pressure breathing (IPPB) machines;
 - c. Consumption of food consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves;
 - d. Routine bed baths;
 - e. Bathing, oral hygiene, grooming;
 - f. Dressing;
 - g. Rubbing of skin to promote circulation, turning in bed and other types of repositioning, assistance on and off the seats and wheelchairs, or into or out of vehicles, and range of motion exercises, which shall be limited to the following:

1. General supervision of exercises, which have been taught to the recipient by a licensed therapist or other health care professional to restore mobility restricted because of injury, disuse or disease.
 2. Maintenance therapy when the specialized knowledge and judgment of a qualified therapist is not required and the exercises are consistent with the patient's capacity and tolerance. Such exercises shall include the carrying out of maintenance programs; i.e., the performance of the repetitive exercises required to maintain function, improve gait, maintain strength, or endurance; passive exercises to maintain range of motion in paralyzed extremities; and assistive walking.
- h. Moving into and out of bed;
 - i. Care of and assistance with prosthetic devices and assistance with self-administration of medications. Assistance with self-administration of medications consists of reminding the recipient to take prescribed and/or over-the-counter medications when they are to be taken and setting up medi-sets;
 - j. Routine menstrual care limited to application of sanitary napkins and external cleaning;
 - k. Ambulation consisting of assisting the recipient with walking or moving the recipient from place to place.
5. Accompaniment services when the recipient's presence is required at the appointment and assistance is necessary to accomplish the appointment are limited to:
 - a. Accompaniment to and from appointments with physicians, dentists and other health practitioners;
 - b. Accompaniment necessary for fitting health related appliances/devices and special clothing;
 - d. Accompaniment to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.
 6. Yard hazard abatement, which is light work in the yard, may be authorized for:
 - a. Removal of high grass or weeds and rubbish when this constitutes a fire hazard;
 - b. Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous.
 7. Protective supervision consisting of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.
 - a. This service is available for monitoring the behavior of non-self-directing, confused, mentally impaired, or mentally ill persons with the following exceptions:
 - 1) Protective supervision does not include friendly visiting or other social activities;
 - 2) Supervision is not available when the need is caused by a medical condition and the form of the supervision required is medical;
 - 3) Supervision is not available in anticipation of a medical emergency;
 - 4) Supervision is not available to prevent or control antisocial or aggressive recipient behavior.

- b. Protective supervision is available under the following conditions:
 - 1) County IHSS staff has determined that a 24-hour need exists for protective supervision and that the recipient can remain at home safely if protective supervision is provided; and
 - 2) Services staff determines that the entire 24-hour need for protective supervision can be met through any of the following or combination of the following:
 - a) In-Home Supportive Services; and
 - b) Alternative resources; and
 - c) A reassurance phone service when feasible and appropriate.

Feasibility and appropriateness will be determined exclusively by the County IHSS staff.

The proposed method of meeting protective supervision need **MUST** be approved by San Francisco County. Discretion of the Grantee is not allowed.

- 8. Teaching and demonstration services are provided by IHSS providers to enable recipients to perform for themselves, services which they currently receive from IHSS.

Teaching and demonstration services are limited to instruction in those tasks listed in CDSS MPP 30-757.11, .13, .14, and .16.

- a. This service shall be provided by persons who have successfully completed at least an appropriate number of hours of training, as approved by the Agency and as evidenced by a valid certificate;
- b. This service shall only be provided when the provider has the ability to do so effectively and safely.

- 9. Paramedical services are provided under the following conditions:

- a. The services shall have the following characteristics:
 - 1) The activities, which persons would normally perform for themselves but for their functional limitations;
 - 2) The activities, which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
 - a. The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The recipient shall select the licensed healthcare professional;
 - b. The services shall be provided under the direction of the licensed health care professional;
 - c. The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.

10. IHSS in the Workplace will be provided according to AB 925, which amended Welfare and Institutions Code (WIC) section 12300 and added WIC section 14132.955.
 - a. IHSS recipients are allowed to transfer service hours authorized for use in the recipient's home to a workplace in order to enable the recipients to obtain, retain, or return to work. The IHSS recipients are not allowed additional service hours in the workplace beyond those authorized for the home.
 - b. The COUNTY will designate which, if any, of the authorized services are to be provided in a recipient's workplace.

V. Service Objectives

On an annual basis, the Contractor will meet the following Service Objectives:

1. Grantee will provide an annual average of at least 65% of Total Authorized Hours of IHSS.
2. Grantee will provide an annual average of at least 99% of Authorized Hours of IHSS when recipients are available for and accept service.
3. Grantee will provide services to new recipients within the DAS-required 5-day period or 24-hour emergency period, as specified by DAS Social Worker.
4. Grantee will dispatch replacement workers to recipients needing non-personal care within four (4) hours of notification that the scheduled worker did not show up.
5. Grantee will dispatch replacement workers to recipients needing personal care within two (2) hours of notification that the scheduled worker did not show up.
6. Grantee will follow DAS protocols to notify IHSS of problems with service delivery 99% of the time.
7. Grantee will provide basic Skill Development Training to 100% of its staff providers.
8. Grantee will provide advanced Skill Development Training to 75% of its staff providers.
9. Grantee will administer an annual, comprehensive, anonymous written satisfaction survey to 100% of recipients (provided in the language spoken by the recipients). Grantee will work to build to 30% response rate by year 3 of the contract. Target response rates for year 1 will be 22%, for year 2 will be 26%.

VI. Outcome Objectives

On an annual basis, the Contractor will meet the following Outcome Objectives:

1. On the annual, comprehensive, anonymous written satisfaction survey of recipients (provided in the language spoken by the recipients), 95% of recipients will indicate the following:
 - a. the Grantee services helped them remain living independently at home

- b. the Provider regularly arrived on time
 - c. the Provider provided the necessary authorized services
 - d. the Provider responded satisfactorily to recipient requests regarding preferred care methods
 - e. the recipient could communicate to Grantee staff in native language
 - f. the cultural and ethnic needs were met (e.g., food preparation)
 - g. the level of supervision and support to the recipient was adequate to meet recipient needs
 - h. the level of supervision and support to the Provider was adequate to meet recipient needs
 - i. if the recipient had encountered problems in service delivery, that the problems were resolved in a timely and satisfactory manner.
2. Using periodic client assessments conducted in the field, Homebridge will maintain an average score of 4 on a scale of 1 (Poor) to 5 (Excellent) where clients rate their providers in the areas of:
 - 1) quality of work
 - 2) ability to perform all authorized tasks
 - 3) relationship to recipient
 - 4) communication skills with recipient
 - 5) sensitivity to recipient's needs
 - 6) timeliness
 3. Using Electronic Visit Verification as a means of tracking service delivery, 95% of scheduled visits will be served as scheduled.

I. Reporting and Other Requirements

In all respects, the grantee shall comply with Federal, State and City reporting requirements.

A. Annual Reporting Requirements:

1. A Contract Mode Quality Assurance Plan and Report that details annual findings from the ongoing comprehensive quality assurance activities designed to objectively and systematically monitor the quality of IHSS provided to recipients. The report must include proposals for addressing any areas in which Grantee/Contractor did not meet its own standards for the coming year.
2. A Recipient Satisfaction Survey report, including at least the measurements stated in Section VI, Outcome Objectives.
3. Grantee shall develop and deliver an annual summary report of SOGI data collected in the year as required by state and local law. The due date for submitting the annual summary report is July 10th.

B. Quarterly Reporting Requirements:

1. Quarterly reporting will include data on progress toward each service and outcome objective as required in Section VI, Outcome Objectives.
2. The Grantee shall submit within 30 (thirty) days following each three-month period a detailed accounting of the actual costs incurred in providing the IHSS services under this contract/grant. This accounting report shall tie to the year-end audited report.
3. Grantee/Contractor shall submit a Utilization Management (UM) quarterly report that includes analysis of service utilization trend, rationale of underutilization, and projection of future utilization.

C. Monthly Reporting Requirements:

Monthly reporting will include: 1) Total costs incurred for the provision of services, and 2) a wide range of program information. The following is a list of the information to be reported on a monthly basis. Reports must be submitted via both email and in a format provided by HSA.

1. Hours Authorized
2. Hours Served
3. Hours requested
4. Hours cancelled and/or locked out
5. % served of authorized
6. Number of recipients served
7. Additional service hours available for following month (capacity)
8. Home Care Provider: Total, serving and broken down by tiers
9. Overserved hours
10. Share of Cost
11. Identified items in CMIPS requiring joint corrective action.
12. Heavy Cleaning Referral Updates

Grantee will provide Ad Hoc reports as required by the Department. All required reports must be loaded into HSA's Contracts Administration, Reporting, and Billing Online (CARBON) system.

For assistance with reporting requirements or submission of reports, contact:

David.kashani@sfgov.org
 Senior Administrative Analyst,
 Office of Contract Management

or

Krista.Gaeta@sfgov.org
 Program Director
 IHSS Program Director

D. Electronic Visit Verification

Grantee shall comply with the Electronic Visit Verification (EVV) federal statutory requirements pursuant to Subsection l of Section 1903 of the Social Security Act (42 U.S.C. 1396b) by ensuring the EVV system verifies for all providers: type of service performed; individual receiving the services; date of service; location of service delivery; individual providing services; and times the service begins and ends.

E. SF HSA Mandatory Training and Meeting Requirements

It is important for effective and efficient service delivery that the Grantee has a good understanding of State In-Home Supportive Services rules and regulations, as well as local IHSS program policies and procedures.

Grantee/Contractor must designate key management and supervisory staff to attend trainings annually with the HSA IHSS program and to demonstrate a clear understanding of IHSS regulations, the method by which services are authorized by the San Francisco IHSS program, as well as the HSA IHSS program's procedures for Contract Mode cases. Trained Grantee/Contractor staff will be responsible for training other staff on IHSS Program regulations and procedures.

HSA conducts case conferences on a weekly or as needed basis in its offices at 1650 Mission Street, San Francisco, with its IHSS Grantees. The purposes of these conferences are to discuss:

1. Service delivery issues about individual recipients; and
2. Other issues of concern of either SF HSA and/or the Grantee/Contractor.

Attendance of these meetings is mandatory and all appropriate information and minutes obtained from the meetings must be disseminated to all attendees. The Grantee/Contractor is responsible for maintaining information and minutes from these meetings in its recipient files.

F. Quality Assurance Requirements

1. Grantee must develop an annual written Quality Assurance Program with clearly defined goals, measurements, mechanisms and frequencies of monitoring each year. Grantee/Contractor will report on this plan annually as stated above. The Quality Assurance Program must include at a minimum standards for the following service delivery elements:
 - a. Rate of turnover of primary Home Care Provider for recipients
 - b. Home Care Provider qualifications
 - c. Number of Supervisory visits with recipients per year
 - d. Rate of ability to match language and cultural needs of recipients

2. Grantee must develop and implement a Policy and Procedures manual that includes selection protocol and oversight of home care providers to ensure that the home care providers selected are competent in performing IHSS tasks according to the State mandates. The manual should also include procedures for working with recipients who refuse services, are violent or threatening towards home care providers, and who live in dangerous environments. This manual is to be shared with the County annually. The Grantee must forward any changes in the Policy and Procedures manual to the County.
3. Grantee must develop and implement a recruitment program that clearly defines short and long-term goals in recruiting qualified providers that will meet the needs of a diverse and at-risk population.
4. Grantee must develop and implement a Grievance Policy and Procedure following HSA policies and listing required steps for a timely communication to HSA of all grievances filed, actions taken to resolve the grievances, the results, and the follow up plans, within a maximum of 30 days of grievances filed by recipients.
5. Grantee must develop and implement a clearly defined Utilization Management (UM) structure and processes including data collection mechanism, data analysis, executive summary, follow up action plans, and responsible individuals for tracking service hours. The analysis must be conducted on a quarterly basis and, at a minimum, include the trend of service utilization, rationale of underutilization, and projection of future utilization.
6. Grantee must develop and implement a written Confidentiality Program that complies with HIPPA and other SF City and HSA confidentiality requirements and describe in detail how the confidentiality of recipient information is maintained.
7. Grantee will develop and implement a Recipient Satisfaction Survey instrument to measure the quality of care received by the recipients on an annual basis. The instrument must be provided in the language spoken by the recipients and include indicators described in Section VI, Outcome Objectives.
8. Grantee will develop and implement a Home Care Provider Evaluations instrument annually measure the performance of the providers.
9. Grantee will develop and implement student evaluations for all Skill Development Training courses. The results of these evaluations will be compiled and included in the annual Skill Development Training Report.
10. Grantee will develop Post Training Support Goals annually, and develop methods to monitor progress towards these goals on a regular basis.

Progress towards these goals will be compiled and included in the annual Skill Development Training Report.

G. Personal Care Services Program and IHSS Plus Waiver Enrollment

1. The Grantee will become the enrolled provider in the contract mode for the Personal Care Service Program (PCSP) and IHSS Plus Waiver Enrollment (IPW). This will occur as soon as San Francisco County has a signed enrollment form from the Grantee in its possession. The Grantee shall, at a minimum, certify the following:
2. All employees of the grantee are qualified to provide the care authorized;
3. All claims submitted to the San Francisco County for services to recipients of IHSS and provided by the grant, will be provided as authorized for the recipient;
4. That payment of the claims will be from federal and/or state funds and that any false statement, claim, or concealment of information may be prosecuted under federal, and/or state laws; and
5. That services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, sexual orientation, age, or physical or mental disability.

II. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of specific program standards or requirements as outlined above; back-up documentation for reporting progress towards meeting service and outcome objectives; internal policies and procedures; personnel files for homecare providers; training standards and requirements; and records maintenance.
- 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 policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

HUMAN SERVICES AGENCY BUDGET SUMMARY

BY PROGRAM

Name: Homebridge						Term: FY20-25
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>						
If modification, Effective Date of Mod. _____ No. of Mod. _____						
Program: IHSS Contract Mode Services	IHSS Contract Mode					
Budget Reference Page No.(s)						
Program Term	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	TOTAL
Expenditures						
Salaries & Benefits	\$20,956,771	\$20,956,771	\$20,956,771	\$20,956,771	\$20,956,771	\$104,783,857
Operating Expense	\$2,277,173	\$2,277,173	\$2,277,173	\$2,277,173	\$2,277,173	\$11,385,865
Subtotal	\$23,233,944	\$23,233,944	\$23,233,944	\$23,233,944	\$23,233,944	\$116,169,722
Indirect Percentage (%)	10%	10%	10%	10%	10%	10%
Indirect Cost (Line 16 X Line 15)	\$2,323,394	\$2,323,394	\$2,323,394	\$2,323,394	\$2,323,394	\$11,616,970
Heavy Cleaning Pass-through	\$309,075	\$309,075	\$309,075	\$309,075	\$309,075	\$1,545,375
Total Budgeted Expenditures	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$129,332,065
HSA Revenues						
Hours Proposed	465563	465563	465563	465563	465563	2327815
Budgeted Reimbursement Rate of Proposal	\$55.56	\$55.56	\$55.56	\$55.56	\$55.56	\$55.56
Budgeted Revenue	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$129,332,065
Allowable Contingency	\$2,586,641	\$2,586,641	\$2,586,641	\$2,586,641	\$2,586,641	\$12,933,205
Grant Total Not to Exceed	\$28,453,054	\$28,453,054	\$28,453,054	\$28,453,054	\$28,453,054	\$142,265,270
HCPs Staffing Cost	\$16,191,278	\$16,191,278	\$16,191,278	\$16,191,278	\$16,191,278	\$80,956,388
Program Staff Cost	\$4,765,494	\$4,765,494	\$4,765,494	\$4,765,494	\$4,765,494	\$23,827,469
Full Time Equivalent (FTE)						
HCPs	305.0	305.0	305.0	305.0	305.0	1525
Program Staff	59.6	59.6	59.6	59.6	59.6	298
Total FTE	364.6	364.6	364.6	364.6	364.6	1823

Program Name: IHSS Contract Mode Services
(Same as Line 9 on HSA #1)

Salaries & Benefits Detail - Program Staff

POSITION TITLE	Agency Totals		For HSA Program		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	Term: FY20-25
	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	For DAS Program	TOTAL				
					Budgeted Salary					
Chief Operating Officer	\$188,116	1	15%	0.15	\$28,217	\$28,217	\$28,217	\$28,217	\$28,217	\$141,085
Director of Programs	\$145,570	1	100%	1	\$145,570	\$145,570	\$145,570	\$145,570	\$145,570	\$727,850
Associate Director of Nursing	\$167,160	1	60%	0.6	\$100,296	\$100,296	\$100,296	\$100,296	\$100,296	\$501,480
Manager of Care Teams	\$74,038	4	100%	4	\$296,152	\$296,152	\$296,152	\$296,152	\$296,152	\$1,480,760
Sr. Manager of Programs	\$89,095	1	100%	1	\$89,095	\$89,095	\$89,095	\$89,095	\$89,095	\$445,475
Care Supervisor-FT	\$55,667	27	100%	27	\$1,503,009	\$1,503,009	\$1,503,009	\$1,503,009	\$1,503,009	\$7,515,045
Care Supervisor-PT	\$59,401	2	50%	1	\$59,401	\$59,401	\$59,401	\$59,401	\$59,401	\$297,005
Scheduler	\$49,706	2	100%	2	\$99,412	\$99,412	\$99,412	\$99,412	\$99,412	\$497,060
Lead Care Supervisor	\$62,109	2	100%	2	\$124,218	\$124,218	\$124,218	\$124,218	\$124,218	\$621,090
Timekeeper	\$58,286	1	100%	1	\$58,286	\$58,286	\$58,286	\$58,286	\$58,286	\$291,430
Service Support Specialist	\$49,978	2	100%	2	\$99,956	\$99,956	\$99,956	\$99,956	\$99,956	\$499,780
Program Assistant	\$44,696	1	100%	1	\$44,696	\$44,696	\$44,696	\$44,696	\$44,696	\$223,480
Program Analyst	\$55,274	1	100%	1	\$55,274	\$55,274	\$55,274	\$55,274	\$55,274	\$276,370
Specialized Training Coordinator	\$47,608	1	100%	1	\$47,608	\$47,608	\$47,608	\$47,608	\$47,608	\$238,040
Support & Retention Coordinator	\$46,859	5	100%	5	\$234,295	\$234,295	\$234,295	\$234,295	\$234,295	\$1,171,475
Nurse Case Manager LVN	\$71,067	1	100%	1	\$71,067	\$71,067	\$71,067	\$71,067	\$71,067	\$355,335
Data Manager	\$89,095	1	100%	1	\$89,095	\$89,095	\$89,095	\$89,095	\$89,095	\$445,475
Data Systems Administrator	\$83,980	1	80%	0.8	\$67,184	\$67,184	\$67,184	\$67,184	\$67,184	\$335,920
Desktop Support	\$62,016	1	100%	1	\$62,016	\$62,016	\$62,016	\$62,016	\$62,016	\$310,080
Workforce Development Analyst	\$60,821	1	80%	0.8	\$48,657	\$48,657	\$48,657	\$48,657	\$48,657	\$243,285
WLF Dev. Training Sup. - Work Readiness	\$64,608	1	100%	1	\$64,608	\$64,608	\$64,608	\$64,608	\$64,608	\$323,040
Recruitment Coordinator	\$49,168	1	100%	1	\$49,168	\$49,168	\$49,168	\$49,168	\$49,168	\$245,840
Outreach Coordinator	\$50,085	1	100%	1	\$50,085	\$50,085	\$50,085	\$50,085	\$50,085	\$250,425
Training										
Training Specialist	\$64,704	1	100%	1	\$64,704	\$64,704	\$64,704	\$64,704	\$64,704	\$323,520
Training Specialist	\$63,409	1	100%	1	\$63,409	\$63,409	\$63,409	\$63,409	\$63,409	\$317,045
Workforce Development Analyst	\$60,821	1	16%	0.16	\$9,731	\$9,731	\$9,731	\$9,731	\$9,731	\$48,655
Director of Talent Development	\$143,504	1	10%	0.1	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$71,750
Salary Savings/Turnover					(\$147,035)	(\$147,035)	(\$147,035)	(\$147,035)	(\$147,035)	(\$735,176)
Overtime					\$32,383	\$32,383	\$32,383	\$32,383	\$32,383	\$161,915
TOTALS	2,056,843	64.0	23.1	59.61	\$3,524,907	\$3,524,907	\$3,524,907	\$3,524,907	\$3,524,907	\$17,624,534
FRINGE BENEFIT RATE	35%				35.2%					
EMPLOYEE FRINGE BENEFITS	\$723,904				\$1,240,587	\$1,240,587	\$1,240,587	\$1,240,587	\$1,240,587	\$6,202,935
TOTAL SALARIES & BENEFITS	\$2,780,747				\$4,765,494	\$4,765,494	\$4,765,494	\$4,765,494	\$4,765,494	\$23,827,469
HSA #2					4,832,500					

Notes:



H O M E B R I D G E

Board of Directors 2020 Calendar and Roster

as of January 31, 2020

Board of Directors Meetings

Tuesday February 4, 2020 6-8pm

Sunshine Meeting

At SF Homebridge

Tuesday, August 4, 2020 6-8pm

Sunshine Meeting

At Homebridge

Tuesday, May 5, 2020 6-8pm

At Homebridge

Tuesday, November 10, 2020 6-8pm

At Homebridge

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Former Finance Director

Mission Economic Development Agency

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Former Deputy Director

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We make independent living possible through exceptional home care solutions.

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Request for Proposals #852 for Personal Care and/or Training and Support (Home Care) For Older Adults and Adults with Disabilities

Services include:

- 1. In-Home Supportive Services (IHSS) – Contract Mode**
- 2. Independent Provider Skill Development Training and Supports**



Date issued:

NOVEMBER 1, 2019

Pre-proposal conference:

1 p.m., NOVEMBER 12, 2019

Proposal due:

5 p.m., DECEMBER 9, 2019

Request for Proposals 852- Personal Care and Training and Support (Home Care) for Older Adults and Adults with Disabilities

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Appendices:

A.	Agreement for Professional Services (form G-100)	separate document
B.	Site Chart Template	separate document
C.	Budget Template-Contract Mode	separate document
D.	Budget Template-Provider Skill Development	separate document
E.	Letter of Intent	separate document

Request for Proposals 852 for Personal Care and Training and Support (Home Care) for Older Adults and Adults with Disabilities

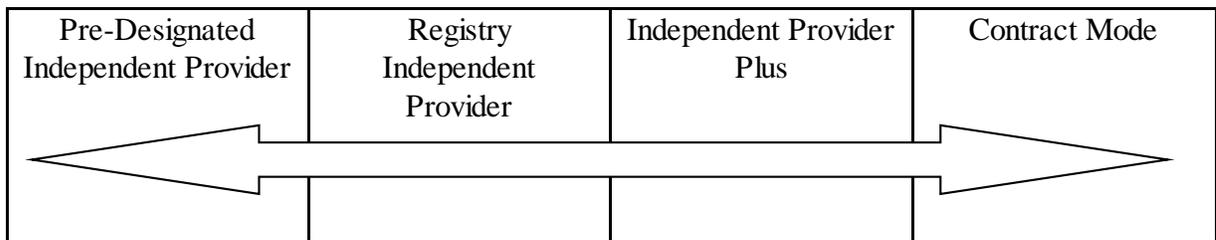
I. Introduction and Schedule

A. General

The San Francisco Department of Aging and Adult Services (DAAS) announces its intent to seek proposals from agencies or organizations interested in providing In-Home Supportive Services (IHSS) – Contract Mode and/or Independent Provider Skill Development Training and Supports within and for the City and County of San Francisco. The In-Home Supportive Services program provides paid assistance to income-eligible older adults and adults with disabilities so they can remain safely in their own homes.

The IHSS Program pays for a variety of services, including household chores, related services such as meal preparation/laundry, personal care and paramedical services. In San Francisco, the IHSS Program is supported by the Continuum of Choice and Support, which provides a range of supportive options for IHSS recipients to receive services.

SF IHSS Continuum of Choice and Support



The IHSS program is a consumer-directed service, and recipients have discretion in hiring their own Independent Provider (IP). Most IHSS recipients come to the IHSS Program with a pre-designated IP, generally a family member or friend. For recipients who can manage their own care, but do not have a pre-designated IP, they can use the IHSS Public Authority’s Registry and/or IP Plus program to hire an IP. IHSS recipients who are unable to hire or supervise their own IPs, generally due to cognitive and behavioral health disabilities, are served through the Contract Mode. In the Contract Mode, the agency hires and supervises the recipient’s provider as well as provides coordination and supportive services to the recipient.

The SF IHSS program also provides training and support to the IPs that deliver care to IHSS recipients. The current training and supports program contains a robust set of home care trainings and supports that assist IPs in delivering safe and competent care to IHSS recipients. We are looking to expand the range of supports for IPs to address burn-out and other challenges that caregivers face.

The IHSS Program is a Federal/State/County funded, county administered program designed pursuant to the California Department of Social Services (CDSS) MPP Section 30-700, as an alternative to out-of-home care. Payment for services under any grant/contract resulting from this RFP is dependent upon the availability of County, State, and Federal funds. The County reserves the right to reject any and all proposals as stipulated in the California Department Social Services (CDSS) Manual of Policy and Procedures (MPP) sections 23-614 and 23-615. This RFP is promulgated in accordance with Title XIX and Title XX, of the Social Security Act; California State Welfare and Institutions Code, Sections 10553, 10554, 12300 et seq. and 14132 et seq.; and CDSS MPP Divisions 10, 19, 21, 22, 23, 30 and 46 et seq.; and California Department of Health Regulations, California Code of Regulations Title 22, Sections 50000 et seq., Office of Management and Budgets (OMB) Circulars.

DAAS must approve the use of any subcontracts for the core services proposed under this RFP. For example, heavy cleaning or provider training and support activities.

The source of funding for these services includes federal, state, and local funds. DAAS shall not be required to provide any definite units of services nor does DAAS guarantee any minimum amount of funding for these services. DAAS expects that the program will serve approximately 450,000 hours in FY 20-21 to up to 825 clients at any given time. DAAS will establish with the Grantee an hourly cost for home care services rendered. The grantee will be paid based on the number of hours served monthly times the rate. The current not to exceed hourly rate is \$54.43. Proposals should comply with all anticipated wage increases prescribed by the City's Minimum Compensation Ordinance. If the actual hourly rate exceeds the established rate because DAAS referred fewer than expected hours, DAAS and grantee may negotiate a new rate. Such negotiation would include a full review of Grantee's administrative expenses. Estimated annual funding for Provider Skill Development Training and Supports is \$750,000.

DAAS reserves the right to make multiple or partial awards of grants/contracts through this RFP. The City does not guarantee any minimum amount of funding for these services. Agencies may apply to one or both program components; however, agencies must submit a page number form and an annual budget amount request for each program component independently.

B. Purpose

The purpose of this RFP is to provide professional trained In-Home care providers to older adults and adults with disabilities so they can remain safely in their own homes, and to facilitate Home Care services for IHSS recipients who are unable to hire or supervise their own Home Care needs.

C. Terms

Grants/Contracts shall have a tentative term from **July 1, 2020 to June 30, 2023**. In addition, the City shall have the option to extend the term for a **period of two (2) additional years, for a total of five (5) years**, subject to annual availability of funds, annual satisfactory contractor performance, and need. SF-DAAS has the sole, absolute discretion to exercise this option, and reserves the right to enter into grants of a shorter duration.

D. Schedule

The anticipated schedule for this procurement is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	NOVEMBER 1, 2019
Pre-proposal conference	1 P.M., NOVEMBER 12, 2019
Letter of Intent Deadline	5 P.M., NOVEMBER 14, 2019
Deadline for submission of written questions or requests for clarification	5 P.M., NOVEMBER 14, 2019
Proposals due	5 P.M., DECEMBER 9, 2019
Tentative evaluation of proposals	DECEMBER 19, 2019
Tentative announcement of contract award	JANUARY 6, 2020

Dates and times subject to change

E. Definitions

City	City and County of San Francisco
CMIPS II	Case Management, Information and Payrolling System II
DAAS	Department of Aging and Adult Services of San Francisco
HSA	Human Services Agency of the City and County of San Francisco
Medi-Cal	Medi-Cal provides free or low-cost health insurance for eligible individuals that comes with a range of health benefits and services, including IHSS.
IHSS	In-Home Supportive Services
Independent Provider/IP	The eligible and approved individual who delivers the IHSS tasks authorized by the referring DAAS Social Worker to the recipient.
Home Care Provider	The individual employed and supervised by the Contract Mode Provider who delivers the IHSS tasks authorized by the referring DAAS Social Worker to the recipient.
Intensive Supervision	Frequent contact and support to both IHSS recipient and home care providers in order to overcome barriers to service delivery
OSHA	Refers to California Occupational Safety and Health Administrations

Recipient	Persons determined eligible by DAAS for IHSS. To be eligible, recipients must be living in their own homes within the boundaries of the City and must meet one of the following conditions: <ul style="list-style-type: none"> a. Be sixty-five years or older or a person with a disability b. Currently receive Full-Scope Medi-Cal c. Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1
Registry IP	An IP who is listed in the Registry database.
Public Authority	The agency that helps recipients find providers, investigate the background of providers and serves as the employer of record for collective bargaining. The SF IHSS Public Authority also provides On-Call back-up provider services for IHSS recipients.

F. Target Population

Contract Mode

1. To be eligible for IHSS, recipients must be living either in their own homes, Single Room Occupancy hotels, shelters, or public or senior housing within the boundaries of San Francisco County, and must meet the following conditions:
 - a) Be sixty-five years or older and/or a person with disabilities
 - b) Currently receive Full-Scope Medi-Cal
 - c) Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1

2. Grantee will serve IHSS recipients who are unable to hire and supervise their own IPs, generally due to behavioral health and/or cognitive issues that create barriers to service delivery. The target population will benefit from on-going and intensive supervisory interventions that aim to reduce barriers to service and increase the recipient’s ability to remain safely in the community. An example of a recipient in Contract Mode services is someone who is formerly homeless; has struggled with cluttering; and who has a history of being physically and/or verbally abusive towards their IPs or home care providers.

Provider Skill Development Training and Supports

1. For the purposes of Skill Development and Training, Grantee will serve:
 - a. San Francisco IHSS IPs;
 - b. San Francisco IHSS Public Authority Registry IPs; and
 - c. IHSS Contracted On-Call Providers

G. Contractors Unable to do Business with the City

1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Contractors should use this description when designing their proposed programs. However, contractors may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

A. Description of Services

Contract Mode

1. In-Home Supportive Services Contract Mode will:
 - a) Ensure 7-day a week availability of quality and culturally and linguistically appropriate in-home care for complexly diagnosed eligible older adults and adults with disabilities to remain safely in their own homes; and
 - b) Provide and schedule skilled home care providers for recipients who are unable to hire or supervise their own IPs, or who have additional capacity and service issues; and
 - c) Provide intensive supervision and training to home care providers to ensure the delivery of safe and effective domestic, personal and paramedical services; and
 - d) Provide service coordination and barrier removal services to recipients to maximize recipients' engagement in IHSS services; and

- e) Provide timely and quality IHSS to recipients as authorized by DAAS IHSS Social Workers; and
 - f) Collaborate with DAAS to develop effective resolutions to problems that arise in the delivery of IHSS to recipients; and
 - g) Coordinate and provide and/or sub-contract heavy cleaning services for referred clients; and
 - h) Comply with the Electronic Visit Verification (EVV) federal statutory requirements pursuant to Subsection 1 of Section 1903 of the Social Security Act (42 U.S.C. 1396b) by ensuring the EVV system verifies for all providers: type of service performed; individual receiving the services; date of service; location of service delivery; individual providing services; and times the service begins and ends; and
 - i) Provide staffing ratios that are appropriate to serve referred clients and that meet the established per hour rate set by DAAS.
2. Accept and process new recipient referrals from DAAS Social Workers ensuring IHSS services begin within 5 business days of referral or within 24-hours when the referral is deemed “emergency”;
 3. Create regular schedules with recipients that meet their care needs (as authorized by IHSS), communicating changes to recipients in a timely manner and ensuring back-up coverage when requested and needed;
 4. Coordinate with DAAS Social Workers and staff to ensure authorized hours are accurate and to troubleshoot barriers to service;
 5. Provide regular supervisory visits to recipients to ensure recipient safety and satisfaction with services;
 6. Provide IHSS services to recipients in accordance with mutually developed schedules with recipient. IHSS services are limited to the following:
 - a) Domestic services, which includes: Sweeping, vacuuming, washing and waxing the floor surfaces; Washing kitchen counters and sinks; Cleaning the bathroom; Storing food and supplies; Taking out garbage; Dusting and tidying up; Cleaning oven and stove; Cleaning and defrosting refrigerator; Bringing in fuel for heating or cooking purposes from a fuel bin in the yard; Changing bed linen; and Miscellaneous domestic services such as changing light bulbs.
 - b) Heavy cleaning that involves thorough cleaning of the home to remove hazardous debris or dirt. The City shall have the authority to authorize this service, only at the time IHSS is initially granted, to enable the provider to perform continuous maintenance, or, if a lapse in eligibility occurs, eligibility is reestablished and IHSS services have not been provided

within the previous 12 months. The City shall have the authority to authorize this service should the recipient's living conditions result in a substantial threat to his/her health/safety. Such service may also be authorized when a recipient is at risk of eviction for failure to prepare his/her home or abode for fumigation as required by statute or ordinance.

- c) Related services include: Planning of meals; Preparation of meals includes such tasks as washing vegetables, trimming meat, cooking, setting the table, servicing the meal, cutting the food into bite-size pieces; Meal cleanup including washing, drying, and putting away dishes, pots, utensils and culinary appliances; Routine mending, laundry, ironing, folding, and storing clothes on shelves or in drawers; Reasonable food shopping and other shopping/errands limited to the nearest available stores or other facilities consistent with the recipient's economy and needs;
- d) Non-medical personal services limited to:
 - i. Bowel and bladder care such as assistance with enemas, emptying of catheter or ostomy bags, assistance with bed pans, application of diapers, changing rubber sheets, assistance with getting on and off commode or toilet;
 - ii. Respiration limited to nonmedical services such as assistance with self-administration of oxygen and cleaning of intermittent positive pressure breathing (IPPB) machines;
 - iii. Consumption of nutrition consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves;
 - iv. Routine bed baths;
 - v. Bathing, oral hygiene, grooming;
 - vi. Dressing;
 - vii. Rubbing of skin to promote circulation, turning in bed and other types of repositioning, assistance on and off the seats and wheelchairs, or into or out of vehicles, and range of motion exercises, which shall be limited to the following:
 - 1) General supervision of exercises, which have been taught to the recipient by a licensed therapist or other health care professional to restore mobility restricted because of injury, disuse or disease.
 - 2) Maintenance therapy when the specialized knowledge and judgment of a qualified therapist is not required and the exercises are consistent with the patient's capacity and tolerance. Such exercises shall include the carrying out of maintenance programs; i.e., the performance of the repetitive exercises required to maintain function, improve gait, maintain strength, or endurance;

passive exercises to maintain range of motion in paralyzed extremities; and assistive walking.

- viii. Moving into and out of bed;
 - ix. Care of and assistance with prosthetic devices and assistance with self-administration of medications. Assistance with self-administration of medications consists of reminding the recipient to take prescribed and/or over-the-counter medications when they are to be taken and setting up medi-sets;
 - x. Routine menstrual care limited to application of sanitary napkins and external cleaning;
 - xi. Ambulation consisting of assisting the recipient with walking or moving the recipient from place to place.
- e) Accompaniment services when the recipient's presence is required at the appointment and assistance is necessary to accomplish the appointment are limited to:
- i. Accompaniment to and from appointments with physicians, dentists and other health practitioners;
 - ii. Accompaniment necessary for fitting health related appliances/devices and special clothing;
 - iii. Accompaniment to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.
- f) Yard hazard abatement, which is light work in the yard, may be authorized for:
- i. Removal of high grass or weeds and rubbish when this constitutes a fire hazard;
 - ii. Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous.
- g) Protective supervision consisting of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.
- i. This service is available for monitoring the behavior of non-self-directing, confused, mentally impaired, or mentally ill persons with the following exceptions:
 - 1) Protective supervision does not include friendly visiting or other social activities;
 - 2) Supervision is not available when the need is caused by a medical condition and the form of the supervision required is medical;
 - 3) Supervision is not available in anticipation of a medical emergency;

- 4) Supervision is not available to prevent or control antisocial or aggressive recipient behavior.
- ii. Protective supervision is available under the following conditions:
 - 1) County IHSS staff has determined that a 24-hour need exists for protective supervision and that the recipient can remain at home safely if protective supervision is provided; and
 - 2) Services staff determines that the entire 24-hour need for protective supervision can be met through any of the following or combination of the following:
 - a. In-Home Supportive Services; and
 - b. Alternative resources; and
 - c. A reassurance phone service when feasible and appropriate.

Feasibility and appropriateness will be determined exclusively by the County IHSS staff.

Eligibility for protective supervision **MUST** be approved by San Francisco County. Discretion of the Grantee is not allowed.

- h) Teaching and demonstration services are provided by IHSS providers to enable recipients to perform for themselves, services which they currently receive from IHSS. Teaching and demonstration services are limited to instruction in those tasks listed in CDSS MPP 30-757.11, .13, .14, and .16.
 - i. This service shall be provided by persons who have successfully completed at least an appropriate number of hours of training, as approved by the Agency and as evidenced by a valid certificate;
 - ii. This service shall only be provided when the provider has the ability to do so effectively and safely.
- i) Paramedical services are provided under the following conditions and shall have the following characteristics:
 - i. The activities, which persons would normally perform for themselves but for their functional limitations;
 - ii. The activities, which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
 - 1) The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The recipient shall select the licensed healthcare professional;

- 2) The services shall be provided under the direction of the licensed health care professional;
 - 3) The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.
- j) IHSS in the Workplace will be provided according to AB 925, which amended Welfare and Institutions Code (WIC) section 12300 and added WIC section 14132.955.
- i. IHSS recipients are allowed to transfer service hours authorized for use in the recipient's home to a workplace in order to enable the recipients to obtain, retain, or return to work. The IHSS recipients are not allowed additional service hours in the workplace beyond those authorized for the home.
 - ii. The COUNTY will designate which, if any, of the authorized services are to be provided in a recipient's workplace.
7. Provide initial and on-going training to home care providers:
- a) Basic Provider Training consists of courses aiming to help home care providers master key areas of domestic and personal care. Topics to be included must contain at least the following: emergency preparedness, infection and exposure control, food and medication interaction, food safety and sanitation, home safety, OSHA requirements, rights and responsibilities, CPR and First Aid, personal care and home care standards.
 - b) Advanced Provider Training consists of courses that focus on specific areas providers may need to learn more about such as fall prevention, using durable medical equipment, mental illness and substance abuse in recipients, and nutrition. This training may also occur in the field to assist home care providers to perform complex personal care (transfers, hoist lift, etc.) and paramedical tasks.
 - c) The Grantee shall maintain records of all home care provider's skill assessments and specific training provided to meet minimum standards of competency.

Currently, Contract Mode recipients receive an average of 45 hours of service per month, which is about 65% of total authorized hours.

IHSS – Contract Mode Recipient Profile

FY 18-19:

Total Cases as of July, 31 2019: 822

Average Authorized Hours per month in FY 18-19: 58,580

Heavy Cleanings FY 18-19: 128 service requests in FY 18-19 at a cost of \$317,199, or an average of \$2,478 per request.

Contract Mode Recipient Profile as of Sept.30, 2019

Total Cases: 798

Age	Cases
Age 65+	51.8%
Age 18-64	48.2%
Grand Total	100.0%

Gender Identity	Cases
Male	54.7%
Female	35.9%
Decline to State	7.6%
Transgender Male to Female	0.7%
Another Gender Identity	0.6%
Transgender Female to Male	0.6%
Total	100%

Sexual Orientation	Cases
Straight or Heterosexual	69.7%
Decline to State	21.1%
Gay or Lesbian	5.0%
Bisexual	2.6%
Another Sexual Orientation	1.1%
Queer	0.6%
Total	100%

Spoken Language	Cases
English	91.9%
Spanish	3.1%
Cantonese	1.3%
Tagalog	0.9%
Russian	0.8%
Other Non-English	0.6%
Mandarin	0.5%
Korean	0.4%
Japanese	0.4%
Vietnamese	0.1%
Total	100.0%

Paramedical Cases in Sept	42
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Average of Clients' Paramedical Hours Authorized to Pay (July 2019)	31
---------------------------------------------------------------------	----

Neighborhood	Cases
Hayes Valley/Civic Center/Tenderloin	29.6%
South of Market	16.8%
Polk/Russian Hill/Nob Hill	16.3%
Mission District/Bernal Heights	6.1%
Western Addition/Japantown	4.3%
Other	4.0%
Bayview/Hunters Point	3.3%
Sunset	2.6%
Rincon Hill	2.5%
Castro/Noe Valley	2.4%
Outer Richmond	1.9%
North Beach	1.6%
Visitacion Valley	1.5%
Haight-Ashbury	1.4%
Potrero Hill/SOMA	1.3%
Ingleside/Excelsior	1.3%
Chinatown	1.1%
Inner Richmond	1.1%
Twin Peaks/Glen Park	1.0%
Total	100.0%

Provider Skill Development Training and Supports Description

In-Home Supportive Services Independent Provider Training and Support will:

1. Strengthen the IP workforce in San Francisco through the provision of standardized skill development training and supports to IHSS IPs, IHSS Registry IPs and On-Call Providers; and
2. Be responsive to the psycho-educational and support needs of IHSS IPs who experience burnout, abuse and/or other barriers that impact their ability to deliver quality and safe services to recipients; and
3. Collaborate with the IHSS Contractor to ensure On-Call providers maintain the skills necessary to rapidly respond to IHSS recipients with emergency personal care needs; and
4. Collaborate with the IHSS Public Authority to ensure IHSS recipients receive quality care from new Registry IPs that are trained and confident in providing IHSS services; and
5. Implement robust outreach to current IHSS IPs to ensure knowledge of and attendance/utilization of trainings and supports; and
6. Provide incentives such as stipends, respite care or other benefits to IPs to reduce barriers and increase attendance to trainings and supportive programing; and
7. Participate in County IP orientations and training initiatives regarding new IHSS rules or resources.
8. Grantee must provide ongoing basic and advanced skill development training to IHSS IPs. Skill development is training that has a direct relationship to job competencies required of an IP that will enable them to provide safe, efficient and appropriate domestic and personal care services.
 - a) Basic Provider Training consists of courses aiming to help students master key areas of domestic and personal care. Topics to be included must contain at least the following: emergency preparedness, infection and exposure control, food and medication interaction, food safety and sanitation, home safety, OSHA requirements, rights and responsibilities, CPR and First Aid, personal care and home care standards and Electronic Timesheets, Overtime, and Payment processes.
 - b) Advanced Provider Training consists of courses that focus on specific areas providers may need to learn more about such as fall prevention, using durable medical equipment, mental illness and substance abuse in recipients, and nutrition.
 - c) The Grantee shall maintain records of all IPs' skill assessments and specific training provided to meet minimum standards of competency.

9. Grantee shall assess the skill level of each IP in relation to the domestic and personal care services they will be required to perform and shall provide training that relates to job competencies.
10. Grantee shall ensure training is easily accessible to home care providers. For example providing trainings in various neighborhoods, on weekends, in the evening and/or on-line.
11. Grantee shall provide psycho-educational and/or other supportive functions, such as referrals to community services, to IHSS IPs who are experiencing burnout, abuse or other barriers to providing quality services to recipients.
12. Grantee will provide group and/or 1 on 1 refreshers and competency tests to IHSS Public Authority's On-Call providers.
13. Grantee will provide basic training for all new IHSS Public Authority Registry IPs.
14. Grantee will survey and/or perform evaluation activities for the purposes of understanding the training and support needs of IPs, as well as current satisfaction with training and support options provided.
15. Grantee will utilize the results of evaluations and surveys to develop curriculum and programming that address IPs needs.

Description of IP and On-Call Worker Trainings:

- In July 2019, there were 21,235 IHSS IPs hired by recipients.
- In FY 18-19 271 Registry IPs completed Basic Training. The Contractor performed 24 Basic Trainings for Registry IPs.
- In FY 18-19 The Contractor performed 6 refresher trainings for the On-Call Workers.

B. Objectives

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposals to match the services to be provided.

Service Objectives

As part of the proposal, the respondent will be required to develop specific service objectives that measure the quantity and other aspects of services. The objectives should state the target quantities and match the program services as proposed.

Service Objectives for Contract Mode:

On an annual basis, the Contractor will meet the following Service Objectives:

1. Grantee will provide an annual average of at least 65% of Total Authorized Hours of IHSS.
2. Grantee will provide an annual average of at least 99% of Authorized Hours of IHSS when recipients are available for and accept service.
3. Grantee will provide services to new recipients within the DAAS-required 5-day period or 24-hour emergency period, as specified by DAAS Social Worker.
4. Grantee will dispatch replacement workers to recipients needing non-personal care within four (4) hours of notification that the scheduled worker did not show up.
5. Grantee will dispatch replacement workers to recipients needing personal care within two (2) hours of notification that the scheduled worker did not show up.
6. Grantee will follow DAAS protocols to notify IHSS of problems with service delivery 99% of the time.
7. Grantee will provide basic Skill Development Training to 100% of its staff providers.
8. Grantee will provide advanced Skill Development Training to 75% of its staff providers.
9. Grantee will administer an annual, comprehensive, anonymous written satisfaction survey to 100% of recipients (provided in the language spoken by the recipients). There will be at least a 30% response rate.

Service Objectives for Provider Skill Development Training and Supports:

On an annual basis, the Contractor will meet the following Service Objective:

1. Grantee will provide basic training to 100% of IHSS Registry IPs.
2. Grantee will provide basic and specialized training and/or psycho-educational or other approved supportive services to at least 5% of non-Registry affiliated IPs.
3. Grantee will provide skills refreshers and competency checks to 100% of On-Call Providers.
4. Grantee will develop and/or refresh at least two training modules and/or psycho-educational activities.
5. Grantee will conduct a survey or evaluation to determine satisfaction with IP training and support offerings.

Outcome Objectives

As part of the proposal, the respondent will be required to develop specific outcome objectives that demonstrate and measure the impact, outcomes, or results of services. Both quantitative and qualitative analysis shall be applied to measure program efficiency and effectiveness. The outcome objectives specified below will be required for each contract.

Outcome Objectives for Contract Mode:

On an annual basis, the Contractor will meet the following Outcome Objectives:

1. On the annual, comprehensive, anonymous written satisfaction survey of recipients (provided in the language spoken by the recipients), 95% of recipients will indicate the following:
 - a) the Grantee services helped them remain living independently at home
 - b) the Provider regularly arrived on time
 - c) the Provider provided the necessary authorized services
 - d) the Provider responded satisfactorily to recipient requests regarding preferred care methods
 - e) the recipient could communicate to Grantee staff in native language
 - f) the cultural and ethnic needs were met (e.g., food preparation)
 - g) the level of provider supervision and support to recipient was adequate to meet recipient needs
 - h) if the recipient had encountered problems in service delivery, that the problems were resolved in a timely and satisfactory manner.
2. In the annual home care provider evaluations conducted by the Field Supervisors, 95% of recipients rate their Providers quality of work as “good” or “excellent” in the areas of:
 - a) quality of work
 - b) ability to perform all authorized tasks
 - c) relationship to recipient
 - d) communication skills with recipient
 - e) sensitivity to recipient’s needs
 - f) timeliness
3. Quarterly compilation of 20% of home care provider electronic timesheets will show that 95% of recipients received care on-time.

Outcome Objectives for Provider Skill Development Training and Supports:

On an annual basis, the Contractor will meet the following Outcome Objectives:

1. 95% of IPs completing basic, specialized skills development training and/or receiving psycho-educational or others supportive services indicate they "agree" or "strongly agree" that the training and/or support received helped them to take better care of their recipients on an evaluation form.
2. Grantee will conduct a survey or evaluation to determine satisfaction with IP training and support offerings. 75% of respondents will state that the trainings and support offered were of interest and were accessible.

C. Reporting & Compliance Requirements

In all respects the grantee shall comply with Federal, State and City reporting requirements.

1. Annual Reporting Requirements:

Contract Mode

- a) A Contract Mode Quality Assurance Plan and Report that details annual findings from the ongoing comprehensive quality assurance activities designed to objectively and systematically monitor the quality of IHSS provided to recipients. The report must include proposals for addressing any areas in which Grantee/Contractor did not meet its own standards for the coming year.
- b) A Skill Development Training Plan including curriculum and training goals.
- c) A Skill Development Training Annual Report that describes training provided and results of identified goals

Provider Skill Development Training and Supports

- a) A Skill Development Training & Support Plan including curriculum, schedules, staff qualifications, outreach/recruitment plans, evaluation activities and projected and actual attendance of training sessions and support activities.
- b) A Skill Development Training & Support Annual Report that describes training provided and results of student evaluations of trainings received as well as post training skill assessment records.
- c) A Recipient Satisfaction Survey report, including at least the measurements stated in Section VI, Outcome Objectives.

2. Quarterly Reporting Requirements:

Quarterly reporting will include data on progress toward each service and outcome objective as required in Section VI, Outcome Objectives.

Contract Mode

- a) Grantee/Contractor shall submit a Utilization Management (UM) quarterly report that includes analysis of service utilization trend, rationale of underutilization, and projection of future utilization.

Provider Skill Development Training and Supports

- a) IHSS Provider Skills Development Training and Support quarterly report:
 - 1) Subjects covered/Activities Conducted
 - 2) Total hours/number of training/supports provided
 - 3) Total Unduplicated Number of IHSS IPs, On-Call Workers and IHSS Registry IPs who received training and/or support

3. Monthly Reporting Requirements:

Contract Mode

Monthly reporting will include a wide range of program information. The following is a list of the information to be reported on a monthly basis. Reports must be submitted via both email and in a format provided by HSA.

- a) Hours Authorized
- b) Hours Served
- c) Client Requested Hours
- d) Lock-Out Hours (client no show or refusal)
- e) Cancelled hours (within control of contractor and beyond control of contractor)
- f) Percentage of authorized hours served
- g) Number of recipients served
- h) Heavy Cleanings performed
- i) Overserved hours (Hours served over IHSS authorized hours)
- j) CMIPS II billing rejects

4. CMIPS II Contractor Interface (COIN) Procedure Requirement

The purpose of the Contractor Interface is to audit contractor invoices and assist with monitoring their performance in providing services to IHSS recipients. The Grantee will produce a file of payroll invoices and submit these invoices electronically into CMIPS II; invoices can be processed after files are created in CMIPS II.

- a) The contracting agency bills the county electronically through CMIPS II for each IHSS recipient's served hours. Each IHSS recipient's case will be billed based on the following period:
 - i. The 1st through 31st due before the 6th of the following calendar month
- b) The invoice processing will result in authorized or rejected records, which will be accessible by the counties through CMIPS II Reports. Authorized hours will be posted in each recipient's CMIPS II case. The CMIPS II County Contractor Invoice screen will show each recipient's updated amount approved for payment, per pay period.
- c) The validated claims are processed for payment and will be posted to the recipient case. The CMIPS II County Contractor Invoice screen for each recipient is updated with the amount approved for payment for each pay period. The error information is reported back to County Contractor Coordinator who will coordinate reconciliation with the Grantee for the next submission pay period.

5. SF HSA Mandatory Training and Meeting Requirements

Contract Mode

DAAS conducts case conferences on a weekly or as needed basis in its offices at 1650 Mission Street, San Francisco, with its IHSS Grantees. The purposes of these conferences are to discuss:

- a) Service delivery issues about individual recipients; and
- b) Other issues of concern of either SF DAAS and/or the Grantee/Contractor.

Attendance of these meetings is mandatory and all appropriate information and minutes obtained from the meetings must be disseminated to all attendees. The Grantee/Contractor is responsible for maintaining information and minutes from these meetings in its recipient files.

Contract Mode and Provider Skill Development Training and Supports

It is important to effective and efficient service delivery that the Grantee has a good understanding of State In-Home Supportive Services rules and regulations, as well as local IHSS program policies and procedures. Grantee must designate key management and supervisory staff to attend designated trainings with the DAAS IHSS program and to demonstrate a clear understanding of IHSS regulations, the method by which services are authorized by the San Francisco IHSS program, as well as the DAAS IHSS program's procedures for Contract Mode cases. Trained Grantee staff will be responsible for training other agency staff on IHSS Program regulations and procedures.

DAAS may also require ad hoc, monthly and/or quarterly meetings to discuss on-going operations. Key staff with operational and budget authority must attend and participate in these meetings.

6. Quality Assurance Requirements

Contract Mode

- a) Grantee must develop an annual written Quality Assurance Program with clearly defined goals, measurements, mechanisms and frequencies of monitoring each year. Grantee will report on this plan annually as stated above. The Quality Assurance Program must include at a minimum standards for the following service delivery elements:
 - i. Rate of turnover of primary Home Care Provider for recipients
 - ii. Home Care Provider training
 - iii. Number of Supervisory visits with recipients per year
 - iv. Rate of ability to match language and cultural needs of recipients
- b) Grantee must develop and implement a Policy and Procedures manual that includes selection protocol and oversight of home care providers to ensure that the home care providers selected are competent in performing IHSS tasks according to the State

mandates. The manual should also include procedures for working with recipients who refuse services, are violent or threatening towards home care providers, and who live in dangerous environments. This manual is to be shared with the County annually. The Grantee must forward any changes in the Policy and Procedures manual to the County.

- c) Grantee must develop and implement a recruitment program that clearly defines short and long term goals in recruiting qualified providers that will meet the needs of a diverse and at-risk population.
- d) Grantee must develop and implement a Grievance Policy and Procedure following HSA policies and listing required steps for a timely communication to HSA of all grievances filed, actions taken to resolve the grievances, the results, and the follow up plans, within a maximum of 30 days of grievances filed by recipients.
- e) Grantee must develop and implement a clearly defined Utilization Management (UM) structure and processes including data collection mechanism, data analysis, executive summary, follow up action plans, and responsible individuals for tracking service hours. The analysis must be conducted on a quarterly basis and, at a minimum, include the trend of service utilization, rationale of underutilization, and projection of future utilization.
- f) Grantee must develop and implement a written Confidentiality Program that complies with HIPPA and other SF City and HSA confidentiality requirements and describe in detail how the confidentiality of recipient information is maintained.
- g) Grantee will develop and implement a Recipient Satisfaction Survey instrument to measure the quality of care received by the recipients on an annual basis. The instrument must be provided in the language spoken by the recipients and include indicators described in Section VI, Outcome Objectives.
- h) Grantee will develop and implement a Home Care Provider Evaluations instrument annually measure the performance of the providers.

7. Personal Care Services Program and IHSS Plus Waiver Enrollment

Contract Mode

- a) The Grantee will become the enrolled provider in the contract mode for the Personal Care Service Program (PCSP) and IHSS Plus Waiver Enrollment (IPW). This will occur as soon as San Francisco County has a signed enrollment form from the Grantee in its possession. The Grantee shall, at a minimum, certify the following:
 - i. All employees of the grantee are qualified to provide the care authorized;
 - ii. All claims submitted to the San Francisco County for services to recipients of IHSS and provided by the grant, will be provided as authorized for the recipient;

- iii. That payment of the claims will be from federal and/or state funds and that any false statement, claim, or concealment of information may be prosecuted under federal, and/or state laws; and
- iv. That services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, sexual orientation, age, or physical or mental disability.

8. Grantee will provide Ad Hoc reports as required by the Department.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to HSARFP@sfgov.org. Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 5:00 p.m., on **DECEMBER 9, 2019**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.

B. Format

For word processing documents, text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g., Times Roman, and not Arial), and page margins should be at least 1” on all sides (excluding headers and footers).

C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Agency must ensure that the proposal addresses the Selection Criteria.

1. Table of Contents

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

2. RFP Cover Page(s) – (use form provided in Section X)

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to perform the commitments contained in the proposal.

Agencies may apply to one or both program components; however, agencies must submit an annual budget amount request for each program component independently.

3. Minimum Qualifications –up to 3 pages per program component

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered

non-responsive and will not be eligible for proposal review or award of grant. (refer to section IV, Item A)

4. Contracts (both public and private) –up to 2 pages per program component

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

5. Program Approach –up to 10 pages per program component

Description of your agency's specific program approach to deliver the services proposed in this RFP.

In addition, please address the following:

- a) Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives). Describe the linkages that will link clients to services.
- b) Identify the proposed site that will be made available for the target population. Is the facility/site appropriate for the services proposed?
- c) Identify any subcontractors and describe their responsibilities in the delivery of services.
- d) List and explain the specific service and outcome objectives to be accomplished and how they will be measured. Describe methods for data collection, documentation, and reporting on service and outcome objectives.
- e) Describe the proposed model for clients to offer input regarding program design, service delivery and program operations.

6. Organizational Capacity –up to 5 pages per program component (not including resumes, job descriptions, and letters of reference) Description of your agency's ability to deliver the services proposed in this RFP.

In addition, please address the following:

1. Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.
2. Description of agency experience and staff skills related to working with the identified target population and program design.
3. Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
4. Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.

7. Fiscal Capacity (Budget) –up to 5 pages per program component (excluding justification, cost allocation plan and audited financial statement)

Please refer to the instructions outlined in Section XII and use only HSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements.

The SF Human Services Agency intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. The SF Human Services Agency reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Discuss your Agency's commitment to cost controls by providing a credible plan as to how your Agency's proposal will be able to operate at the established rate without the need for additional City funding increases outside of City approved cost of doing business increases and/or changes to the Minimum Compensation Rate.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this grant for a two-year term. Respondents must also provide a budget narrative that clearly explains the basis for each expense listed on the budget forms.

Discuss planned leveraging of other resources (i.e., fund raising, in-kind contributions, etc.), if any, to support the program approach proposed. Identify external resources committed to this program, including in-kind resources designated solely for this program. Assign a dollar value for all external resources.

8. Completed Page Number Form per program component (refer to Section XI)

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsive.

Contract Mode

- 3 years of experience in providing in home supportive services to older adults and adults with disabilities

Provider Skill Development Training and Supports

- 3 years of experience in providing training to in-home care attendants serving older adults and adults with disabilities

Contract Mode and Provider Skill Development Training and Supports

- Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award; and
- Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP.

Please note: Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP.

Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Screening of Minimum Qualifications

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in **Section IV** of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

Please note: Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP.

Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

The RFP contains two service areas and each will be evaluated and scored independently.

The selection criteria for Contract Mode is as follows:

Total Possible Points: 100

Program Approach for Contract Mode (45 points)

1. The proposal demonstrates the necessary understanding of the target populations and their needs in order to provide effective services. The proposal provides easily accessible and effectively designed services to target populations and meet their identified needs. (20 points)
2. The proposal clearly identifies specific and realistic services and outcome objectives and how they will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (15 points)
3. The proposal provides a model for client input in program design, service delivery, and program operations. (10 points)

Organizational Capacity for Contract Mode (25 points)

1. The respondent clearly demonstrates that it has the organizational infrastructure and administrative/financial capacity to deliver the program as proposed. (10 points)
2. The staff, based on job descriptions and qualifications provided and proposed staffing pattern is adequately trained or skilled to provide the services described. (10 points)
3. The subject matter and types of trainings to be offered to staff providing the services is appropriate to assist staff in delivering quality services. (5 points)

Fiscal Capacity for Contract Mode (30 points)

1. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)
2. Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)
3. The Respondent's proposal presents a credible plan and commitment to being able to operate their program proposal at the established rate without the need for additional City funding increases outside of City approved cost of doing business increases and/or changes to the Minimum Compensation Rate (10 points)

The selection criteria for Provider Skill Development Training and Supports is as follows:

Total Possible Points: 100

Program Approach for Provider Skill Development Training and Supports (45 points)

1. The proposal demonstrates the necessary understanding of the target populations and their needs in order to provide effective services. The proposal provides easily accessible and effectively designed services to target populations and meet their identified needs. (20 points)
2. The proposal clearly identifies specific and realistic services and outcome objectives and how they will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (15 points)
3. The proposal provides a model for client input in program design, service delivery, and program operations. (10 points)

Organizational Capacity for Provider Skill Development Training and Supports (25 points)

1. The respondent clearly demonstrates that it has the organizational infrastructure and administrative/financial capacity to deliver the program as proposed. (10 points)
2. The staff, based on job descriptions and qualifications provided and proposed staffing pattern is adequately trained or skilled to provide the services described. (10 points)
3. The subject matter and types of trainings to be offered to staff providing the services is appropriate to assist staff in delivering quality services. (5 points)

Fiscal Capacity for Provider Skill Development Training and Supports (30 points)

1. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (15 points)
2. Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)
3. Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program. (5 points)

V. Pre-proposal Conference and Contract Award

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on **NOVEMBER 12, 2019** at **1 P.M.** to be held at **1650 Mission St. 3rd Floor Policy Room San Francisco, CA 94103**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful Proposer from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference. It is the responsibility of the Proposer to check for any RFP Addendums, Q&A postings, and other updates which will be posted on the City's [Bid and Contracts](https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx) website:
<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

B. Contract Award

The Human Services Agency will select a proposer with whom Agency staff shall commence contract negotiations. Selected proposals will be part of final contracts and will be used as a starting point for contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Human Services Agency, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

C. Written Questions

Proposers are encouraged to submit written questions before the due date stated in Section I.B. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to **5 P.M., NOVEMBER 14, 2019**.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

David Kashani
Contract Manager, GB13
Office of Contract Management
San Francisco Human Services Agency
1650 Mission Street, Suite 300
San Francisco, CA 94103
David.Kashani@sfgov.org

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time **before the deadline** for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular

contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision 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 benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that 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 S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means;
or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

Due to county, federal and state funding for these services, LBE bid discounts will not be used in this RFP

VII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at www.sfCMD.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of 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. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices

Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

G. Insurance Requirements

1. **Types and Amounts of Coverage.** Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant 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 \$1,000,000 each occurrence and \$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, and

- (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.

If professionals are used as part of the grant agreement, professional liability will be required:

- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

Grantees that will provide technology type services must provide Technology Errors and Omissions Liability insurance. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:

- (e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

- (1.) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, confidential social service information, protected health information or other personally identifying information, stored or transmitted in electronic form;

- (2.) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

- (3.) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's

computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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.

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.

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.

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.

6. **Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. 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.

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

8. **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the 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 the grantee listed as additional insureds.
9. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
10. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Compliance with Other Laws. 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 the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

I. DAAS Policy Manuals and Memoranda

<https://www.sfhsa.org/partner/policies-and-procedures>

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Non-Responsible Determination

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to

present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Protest of Contract Award

Within ten calendar days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the tenth calendar day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

D. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Executive Director
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120

IX. Standard Forms

A. How to become Eligible to Do Business with the City:

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms:

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/> :

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment:

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/> .

D. Vendor Eligibility Forms:

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	https://sfcitypartner.sfgov.org/
Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and	https://sfcitypartner.sfgov.org/

	leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's Contract Monitoring Division Equal Benefits web page.	
Vendor Profile Application	Includes New Vendor Number Request Form and IRS Form W-9.	https://sfcitypartner.sfgov.org/

E. Supplemental Forms:

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (pdf)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (pdf)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (Contract Monitoring Division)	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at:
<https://sfcitypartner.sfgov.org/> .

X. San Francisco Human Services Agency RFP Cover Page

NAME OF ORGANIZATION(S): _____

ADDRESS: _____

DIRECTOR: _____

PHONE/FAX#: _____

EMAIL: _____

FEDERAL EMPLOYER #: _____

*Agencies may apply to one or both program components; however, agencies must submit a page number form and an annual budget amount request for each program component independently.

CONTRACT MODE

ANNUAL AMOUNT(S) REQUESTED: \$ _____

PROVIDER SKILLS TRAINING & SUPPORTS

ANNUAL AMOUNT(S) REQUESTED: \$ _____

I understand that the San Francisco Human Services Agency (SFHSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity

Signature of authorized representative(s):

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Submit an electronic copy to David.Kashani@sfgov.org and HSARFP@sfgov.org

XI. San Francisco Human Services Agency Page Number Form

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

Evaluation and Selection Criteria for Contract Mode		
	Minimum Qualifications	Page Number(s)
M1.	3 years of experience in providing in home supportive services to older adults and adults with disabilities	
M2.	Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award; and	
M3.	Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP	
Program Approach for Contract Mode (45 points) Demonstrate understanding of the project and the tasks to be performed.		
A1.	The proposal demonstrates the necessary understanding of the target populations and their needs in order to provide effective services. The proposal provides easily accessible and effectively designed services to target populations and meet their identified needs. (20 points)	
A2.	The proposal clearly identifies specific and realistic services and outcome objectives and how they will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (15 points)	
A3.	The proposal provides a model for client input in program design, service delivery, and program operations. (10 points)	
Organizational Capacity for Contract Mode (25 points) Demonstrate expertise of the organization necessary to complete the tasks, including quality of recently completed projects that meet the requirements and adhere to schedules. Demonstrate appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility.		
B1.	The respondent clearly demonstrates that it has the organizational	

	infrastructure and administrative/financial capacity to deliver the program as proposed. (10 points)	
B2.	The staff, based on job descriptions and qualifications provided and proposed staffing pattern is adequately trained or skilled to provide the services described. (10 points)	
B3.	Is the subject matter and types of trainings to be offered to staff providing the services appropriate to assist staff in delivering quality services? (5 points)	
	Fiscal Capacity (30 points)	
C1.	The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)	
C2.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)	
C3.	The Respondent's proposal presents a credible plan and commitment to being able to operate their program proposal at the established rate without the need for additional City funding increases outside of City approved cost of doing business increases and/or changes to the Minimum Compensation Rate. (10 points)	

Evaluation and Selection Criteria for Provider Skill Development Training and Supports		
	Minimum Qualifications	Page Number(s)
M1.	3 years of experience in providing training to in-home care attendants serving older adults and adults with disabilities	
M2.	Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award; and	
M3.	Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP	
Program Approach for Provider Skill Development Training and Supports (45 points) Demonstrate understanding of the project and the tasks to be performed.		
A1.	The proposal demonstrates the necessary understanding of the target populations and their needs in order to provide effective services. The proposal provides easily accessible and effectively designed services to target populations and meet their identified needs. (20 points)	
A2.	The proposal clearly identifies specific and realistic services and outcome objectives and how they will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (15 points)	
A3.	The proposal provides a model for client input in program design, service delivery, and program operations. (10 points)	
Organizational Capacity for Provider Skill Development Training and Supports (25 points) Demonstrate expertise of the organization necessary to complete the tasks, including quality of recently completed projects that meet the requirements and adhere to schedules. Demonstrate appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility.		
B1.	The respondent clearly demonstrates that it has the organizational infrastructure and administrative/financial capacity to deliver the program as proposed. (10 points)	
B2.	The staff, based on job descriptions and qualifications provided and proposed	

	staffing pattern is adequately trained or skilled to provide the services described. (10 points)	
B3.	Is the subject matter and types of trainings to be offered to staff providing the services appropriate to assist staff in delivering quality services? (5 points)	
	Fiscal Capacity (30 points)	
C1.	The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (15 points)	
C2.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)	
C3.	Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program. (5 points)	

XII. San Francisco Human Services Agency Budget Forms and Instructions

Budgets should be submitted in the standard HSA format. Forms are available at: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>, enter 852 in event name, click search, then click the link for RFP 852, and then click '[See Attachments](#)' under Bid Package.

The following spreadsheet is in Excel. There are 5 pages in the budget (in addition to the budget justification), as follows: Budget Summary, Healthcare Providers Salaries and Benefits Detail, Administration Staff Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

Please note the Salaries and Benefits, Operating Expense and Capital Expenditure are direct costs and must be clearly and easily attributable to a specific program.

The Budget Justification is a narrative, which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the FTE, the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

The Cost Allocation Plan is required. Respondents must follow the City's cost allocation guidelines for nonprofit contractors, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

If applicable, attach a separate detailed Subcontracting budget using the standard HSA format if there is a Subcontractor arrangement made under the terms of the contract. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Operating Expense Detail sheet under the Subcontractor section.

Indirect rates are not allowable on subcontractor indirect expenditures, capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a client (i.e, security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list. If an organization is uncertain whether indirect costs can be applied to a particular expense, it should consult with the HSA Contract Manager.

These guidelines provide general information. If further clarification or technical assistance is required, consult your HSA Office of Contract Management Contract Manager.

City and County of San Francisco



London Breed, Mayor

Human Services Agency

Department of Human Services
Department of Disability and Aging Services
Office of Early Care and Education

Trent Rhorer, Executive Director

April 6, 2020

Angela Calvillo, Clerk of the Board
Board of Supervisors
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RE: In-Home Supportive Services (IHSS) Contract Mode Grant with Homebridge

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the grant between the City and County of San Francisco and Homebridge for the amount of \$144,160,580 for the period from July 1, 2020 to June 30, 2025. The purpose of this grant is to provide Contract Mode IHSS services to clients through the end of fiscal year 24/25.

Because the contract is over \$10,000,000, the Department is requesting approval from the Board of Supervisors in accordance with the Administrative Code.

If you need additional information, please contact David Kashani, Contract Manager at 355-3607.

Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Trent L. Rhorer".

Trent Rhorer
Executive Director

Wong, Jocelyn (BOS)

From: Kashani, David (HSA)
Sent: Friday, April 3, 2020 9:35 AM
To: BOS Legislation, (BOS)
Cc: Boilard, Chelsea (BOS); Campbell, Severin (BUD); Wong, Linda (BOS); Gaeta, Krista (HSA); Zapien, Esperanza (HSA); Kaplan, Daniel (HSA)
Subject: HSA: BOS Submission: Homebridge Inc. - IHSS Contract Mode - \$144,160,580
Attachments: Cover Letter to BOS - Homebridge_signed by TR.pdf; File No.Pending - Homebridge-Resolution.pdf; SFEC_Form_126f4BOS---Notification_of_Contract.pdf; 2020.01.31_Board_Calendar_and_Roster.pdf; Draft Homebridge 20-25 Contract Mode G-100 (4-19) HSA final.pdf; Appendix A Homebridge Contract Mode 20 - 25_FINAL DRAFT.docx; RFP 852.pdf; File No.Pending - Homebridge-Resolution.docx; Budget Contract_Mode_5_year-Final.xlsx

Categories: 200357

Hello,

Please find the attached Board of Supervisors Resolution submission packet for the authority to enter into a new grant agreement with Homebridge Inc. for In-Home Supportive Services (IHSS) Contract Mode in the amount of \$144,160,580.

- Cover Letter (pdf)
- Proposed Resolution (pdf & WORD)
- Supporting documents(pdf)
 - Scope of Services
 - Budget
 - Form 126
 - Board of Director's Roster
 - RFP

Thank you,

David Kashani

Senior Contract Manager

Human Services Agency

Office of Contract Management

1650 Mission St, Ste 300

San Francisco, CA 94103

415-355-3607



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 #:

200357

Bid/RFP #:

852

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
David Kashani	415-355-3607
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
045 Human Services Agency	David.Kashani@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Homebridge Inc.	TELEPHONE NUMBER (415) 659-5319
STREET ADDRESS (including City, State and Zip Code) 1035 Market St., L-1, San Francisco CA 94103	EMAIL mburns@homebridgeca.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable)
	852	200357
DESCRIPTION OF AMOUNT OF CONTRACT Not to Exceed \$142,265,270		
NATURE OF THE CONTRACT (Please describe) The purpose of this grant is to provide In-Home Supportive Services (IHSS) to recipients who are at risk and who are unable to hire and supervise their own home care providers or who have behavioral issues that create barriers to service delivery. The IHSS Program provides assistance to eligible older adults and adults with disabilities who are unable to remain safely in their own homes without this assistance.		

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	Sedlander	John	Board of Directors
2	Carlson	Robert	Board of Directors
3	Pitt	Jessica	Board of Directors
4	Nadel	Ross	Board of Directors
5	Levy	Rick	Board of Directors
6	Morrison	Artrese	Board of Directors
7	Barnes	Derek	Board of Directors
8	Guina	edward	Board of Directors
9	Kaplan	Gay	Board of Directors
10	Malakoff	Forrest	Board of Directors
11	Murphy	Clare	Board of Directors
12	Burns	Mark	CEO
13	Weingand	Shantel	CFO
14	Lam	Hao	Other Principal Officer
15			
16			
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9. AFFILIATES AND SUBCONTRACTORS

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

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

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#	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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