

File No. 130730

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 09/11/2013

Board of Supervisors Meeting

Date: _____

Cmte Board

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Completed by: Victor Young Date September 6, 2013

Completed by: Victor Young Date _____

1 [Agreement - In-Home Supportive Services Consortium - \$87,321,540]
2

3 **Resolution retroactively approving the contract between the City and the In-Home**
4 **Supportive Services (IHSS) Consortium of San Francisco for the provision of IHSS for**
5 **the period of July 1, 2013, to June 30, 2017, in the amount of \$87,321,540.**
6

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

11 WHEREAS, The Human Services Agency conducted a Request for Proposals for these
12 services in April 2013; and

13 WHEREAS, The IHSS Consortium of San Francisco submitted a responsive and
14 responsible proposal and was awarded the contract; and

15 WHEREAS, The Aging and Adult Services Commission approved this contract to the
16 IHSS Consortium of San Francisco at its meeting of June 28, 2013; now, therefore be it

17 **RESOLVED**, That the Board of Supervisors hereby approves award of this contract to
18 the IHSS Consortium of San Francisco to provide contract mode in-home supportive services
19 to eligible blind, aged, and disabled persons in order to enable these individuals to remain
20 safely in their homes and provider skill development training and supports for the period of
21 July 1, 2013, to June 30, 2017, in the amount of \$87,321,540.
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Item 9
File 13-0730

Department:
Human Services Agency (HSA)

EXECUTIVE SUMMARY

Legislative Objectives

The proposed resolution would approve a new contract between Human Services Agency (HSA) and the In-Home Supportive Services Consortium (IHSS Consortium) to provide in-home supportive services from July 1, 2013 to June 30, 2017.

Key Points

- 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. Each eligible IHSS client is allocated a specified number of monthly IHSS service hours based on an annual needs assessment conducted by HSA. In San Francisco, IHSS service hours are provided to clients either by an independent provider hired directly by the IHSS client or by contract providers through the subject contract with HSA.
- HSA previously contracted with the IHSS Consortium to provide in-home supportive services, which expired on June 30, 2013. HSA selected IHSS Consortium to provide in-home supportive services for the four year term from July 1, 2013 through June 30, 2017 based on a competitive Request for Proposals (RFP).

Fiscal Impact

- The proposed resolution provides for a contract amount of \$87,321,540 over the four year term. This contract amount of \$87,321,540 assumes an annual 5 percent Cost of Living Adjustment (COLA), although the actual annual increase will be based on the annual State and Federal funding allocation for in-home supportive services contractors and Board of Supervisors' annual appropriation of a COLA for non-profit organizations.
- The budget in the first year of the contract (FY 2013-14) is \$20,259,631, which is \$1,194,169 or 6.3 percent more than the FY 2012-13 budget of \$19,065,462, due largely to increases in IHSS providers' salaries and benefits.

Recommendations

- Amend the proposed resolution to (a) retroactively approve the contract as of July 1, 2013; and (b) clarify that the contract amount of \$87,321,540 is a not-to-exceed amount.
- Approve the proposed resolution as amended.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

City Charter Section 9.118(b) requires the Board of Supervisors to approve by resolution all contracts and leases that either (1) have a term of more than ten years, (2) require the City to expend \$10,000,000 or more; or (3) modify an existing agreement in a way that will have a fiscal impact of more than \$500,000.

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: the independent provider mode and the contract mode.

Independent Provider Mode

Clients who can manage their own non-medical personal care and other household needs may hire, at their own discretion, pre-screened independent providers who then provide home care and are often family members. The client, who is an IHSS recipient, is responsible for hiring, firing, and supervising the independent providers. The San Francisco IHSS Public Authority¹ (Public Authority) serves as the employer of record for the independent providers and payroll checks are issued by the State Controller's Office².

Contract Provider Mode

Clients who cannot manage their own non-medical personal care and other household needs receive services from contracted providers who are employees of a third-party organization under contract with HSA. The third-party agency is the employer of record.

Most IHSS services are provided by independent providers. In FY 2012-13, 21,000,000 of the 21,630,000 budgeted service hours, or 97.1 percent, were provided by independent providers while 630,000 budgeted service hours or 2.9 percent were provided through the IHSS Consortium contract.

¹ The San Francisco IHSS Public Authority was established by Ordinance No. 195-85 of the Board of Supervisors, as authorized by State law, to provide for the delivery of IHSS services. As required by State law, the San Francisco IHSS Public Authority is a separate legal entity from the City and County of San Francisco.

² HSA enters client verified independent provider timesheet hours into the State's electronic IHSS Case Management Information and Payrolling System (CMIPs). According to Mr. Curto, HSA must reimburse the State for the local share of costs of IHSS services provided by independent providers.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new contract between HSA and the In-Home Supportive Services Consortium of San Francisco (IHSS Consortium), a non-profit organization, to continue to provide in-home supportive services.

The HSA had an existing four-year contract for in-home supportive services with the IHSS Consortium that expired on June 30, 2013. In the existing contract, the IHSS Consortium provided two levels of service: (a) intensive supervision and (b) regular supervision. Intensive supervision includes case management, which requires the contract providers to assess client needs that fall outside the scope of approved IHSS services and to refer clients to appropriate resources.

On April 2, 2013, the HSA issued a competitive Request for Proposals (RFP) to provide in-home supportive services for the four year period from July 1, 2013 through June 30, 2017. HSA received three responses to the proposal and awarded the IHSS Consortium the contract based on the highest score for (a) program approach, (b) organization and staffing, and (c) fiscal capacity.

The proposed contract between HSA and IHSS Consortium is for a period of four years retroactive to July 1, 2013 and through June 30, 2017 for an amount not to exceed \$87,321,540.

The IHSS will provide a maximum of 630,000 service hours annually to eligible service-recipients to:

- Clean the homes,
- Plan meals,
- Provide non-medical personal services (e.g. bed baths, dressing, bowel and bladder care),
- Provide transportation as necessary and appropriate,
- Perform light yard work if the yard or conditions around the home pose a hazard,
- Provide protective supervision as necessary and authorized, and
- Provide paramedical support if ordered to do so by a licensed medical professional.

Estimated Hours

As shown in Table 1 below, HSA estimates that the combined number of service hours provided by independent providers, which is not the subject of the proposed resolution, and by the IHSS Consortium, the proposed contractor and subject of the proposed resolution, over the next four years will be 90,922,119. Of this total, 97.2 percent, or 88,385,119 hours, will be provided by independent providers and 2.8 percent, or 2,537,000 hours, will be provided by IHSS Consortium.

Table 1: IHSS Hours by Fiscal Year and Mode of Service Delivery

Year	Estimated Independent Provider Hours	Percent of Services Provided by Independent Contactors	Estimated IHSS Consortium Hours	Percent of Services Provided by IHSS Consortium	Total Hours
FY 2013-14	21,308,072	97.1%	630,000	2.9%	21,938,072
FY 2014-15	21,825,128	97.2%	630,000	2.8%	22,455,128
FY 2015-16	22,354,732	97.2%	638,500	2.8%	22,993,232
FY 2016-17	22,897,187	97.3%	638,500	2.7%	23,535,687
Total	88,385,119	97.2%	2,537,000	2.8%	90,922,119

FISCAL IMPACT

As shown in Table 2 below, the IHSS Consortium budget over the four-year term of the contract from July 1, 2013 through June 30, 2017 is \$87,321,540, which includes \$81,168,109 in direct provider costs and \$6,153,430 in administrative costs (7 percent of total contract costs).

Table 2: IHSS Consortium Proposed Contract Budget

	Direct Provider Costs	Administrative Costs	Total
FY 2013-14	\$18,831,962	\$1,427,669	\$20,259,631
FY 2014-15	19,773,560	1,499,052	21,272,612
FY 2015-16	20,762,238	1,574,004	22,336,242
FY 2016-17	21,800,349	1,652,705	23,453,054
Total	\$81,168,109	\$6,153,430	\$87,321,539

The total proposed FY 2013-14 contract budget of \$20,259,631 is \$1,194,169 or 6.3 percent more than the FY 2012-13 budget of \$19,065,462 due mostly to increases in provider salaries and benefits.

Funding for the proposed contract with the IHSS Consortium is included in HSA's FY 2013-14 and FY 2014-15 budgets, of which approximately 76 percent is funded by Federal and State funds and 24 percent, is funded by the City's General Fund. The proposed contract budget includes a Cost of Living Adjustment (COLA) of 5 percent per year. According to Mr. David

Curto, HSA Director of Contracts and Facilities, the actual COLA will be based on the annual State and Federal funding allocation for in-home supportive services contractors and Board of Supervisors' annual appropriation of a COLA for non-profit organizations.

Table 3 shows the hourly rates of pay for contract and independent providers.

Table 3: Independent and Contract Hourly Rates by Fiscal Year

Fiscal Year	IHSS Consortium Hourly Rate (Subject of the Resolution)	Independent Provider Hourly Rate	Difference	Consortium Overage Compared to Independent Provider Rate
FY 2013-14	\$32.16	\$15.54	\$16.62	106.9%

According to Mr. Curto, the IHSS consortium contract hourly rate is higher than the independent provider hourly rate due to the costs of overhead and intensive supervision, which are not included in the independent provider rate.

RECOMMENDATIONS

1. Amend the proposed resolution to (a) retroactively approve the contract as of July 1, 2013; and (b) clarify that the contract amount of \$87,321,540 is a not-to-exceed amount.
2. Approve the proposed resolution as amended.

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

IN-HOME SUPPORTIVE SERVICES CONSORTIUM

THIS GRANT AGREEMENT (this "Agreement") is made this 1st day of July, 2013, in the City and County of San Francisco, State of California, by and between **In-Home Supportive Services Consortium, 1390 Market St, Ste 250, San Francisco, CA 94102** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant, for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

IN-HOME SUPPORTIVE SERVICES – CONTRACT MODE and PROVIDER SKILL DEVELOPMENT TRAINING & SUPPORTS; and

WHEREAS, approval for said Agreement was obtained when the Civil Service Commission approved Grant Number 2007-08/09 on March 16, 2009; and

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto 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.
- (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 of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (d) **“Budget”** shall mean either 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) **“Controller”** shall mean the Controller of City.
- (g) **“Eligible Expenses”** shall have the meaning set forth in Appendix A.
- (h) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (i) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.
- (k) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (l) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (m) **“Grant Plan”** shall have the meaning set forth in Appendices A and B
- (n) **“HRC”** shall mean the Human Rights Commission of City.
- (o) **“Indemnified Parties”** shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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 Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by,

or acceptable to, or satisfactory to the Agency. 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 "subgrantee," "successor" or "assign" herein refers only to a subgrantee ("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; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. 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 that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed 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.

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.

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 Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) JULY 1, 2013 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on JUNE 30, 2017

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and 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 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.

4.4 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 subgrantees 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 Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency 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. In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHTY ONE MILLION THIRTY EIGHT THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS (\$81,038,524.00).**

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Appendix B and defined as eligible expenses in OMB Circular A-122, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, 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 Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency 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 Agency.
- (b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by ACH payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 Disallowance and Single Audit Requirements: If Grantee claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other Agreement. 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. **Single Audit Requirements:** Grantees that expend \$500,000 or more in a year from any and all Federal awards shall have a single audit conducted in accordance with OMB Circular A-133. Grantees that expend less than \$500,000 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.

**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 Agency, in form and substance satisfactory to the Agency. 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, on or before the date of this Agreement, 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. 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, and in compliance with OMB Circular A-133, as applicable.

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; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any grantee, subgrantee or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A grantee, subgrantee or consultant will be deemed to have submitted a false claim to the City if the grantee, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be

made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to 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 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.

6.9 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 Article 6.

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. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- (a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times:
 - (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls);
 - (ii) promptly after any Eligible Employee is hired by Grantee; and
 - (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- (b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- (c) Any Subgrant entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this section.
- (d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

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 or 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 Subgrants. 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, reasonable fees of attorneys, 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 GRANT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

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

- (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.

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.

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 Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 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 **Termination for Convenience**

- a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City and to minimize the liability of Grantee and City to third parties as a result

of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subgrants for materials, services, equipment or other items.
- (3) Terminating all existing orders and subgrants.
- (4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subgrants terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subgrants.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Grantee's direct costs for services or other work. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Grantee can establish, to the satisfaction of City, that Grantee would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Grantee or any of its subgrantees after the termination date specified by City, except for those costs specifically enumerated and

described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

- e. In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; (2) any claim which City may have against Grantee in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- f. City's payment obligation under this Section shall survive termination of this Agreement.

11.3 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 and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, 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 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.

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

ARTICLE 12
DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 **Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 **Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that grants, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking grants, shall be open to inspection immediately after a grant has been awarded. Nothing in such 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 grant or other benefit until and unless that person or organization is awarded the grant or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

ARTICLE 13
ASSIGNMENTS AND SUBGRANTING

13.1 **No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subgrant 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 **Subgranting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subgrant 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 subgrant or delegate the whole of the Grant Plan. Grantee may subgrant 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 subgranted 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 Subgrant.** Each subgrant 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 subgrant shall incorporate all of the terms of this Agreement, insofar as they apply to the subgranted portion of the Grant Plan. Without limiting the scope of the foregoing, each subgrant 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 subgrant permitted hereunder.

13.4 **Grantee Retains Responsibility.** Grantee shall in all events 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 GRANTEE STATUS

14.1 **Nature of Agreement.** Grantee shall be deemed at all times to be an independent grantee 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 Agency 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 shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: Human Services Agency
 Office of Grant Management
 P.O. Box 7988
 San Francisco, CA 94120-7988
 Facsimile No. 415-557-5679

If to Grantee:

**IN-HOME SUPPORTIVE SERVICES CONSORTIUM
1390 MARKET ST, SUITE 250
SAN FRANCISCO, CA 94102
ATTN: MARGARET BARAN
FACSIMILE NO. (415) 255-0679
EMAIL: MBARAN@IHSSCO.ORG**

15.2 **Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 **Change of Address.** From time to time 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 Left Blank by Agreement of the Parties**

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 Grant.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Grants and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.
- (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 require 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 Covered Employees

- a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the then-current requirements. Any subgrant entered into by Grantee

shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.

- c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee
- f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the grant, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.
- h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.

16.9. Requiring Health Benefits for Covered Employees

Grantee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time

to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Grantee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Grantee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Grantee is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Grantee's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Grantee if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- d. Any Subgrant entered into by Grantee shall require the Subgrantee to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Grantee shall notify City's Office of Grant Administration when it enters into such a Subgrant and shall certify to the Office of Grant Administration that it has notified the Subgrantee of the obligations under the HCAO and has imposed the requirements of the HCAO on Subgrantee through the Subgrant. Each Grantee shall be responsible for its Subgrantees' compliance with this Chapter. If a Subgrantee fails to comply, the City may pursue the remedies set forth in this Section against Grantee based on the Subgrantee's failure to comply, provided that City has first provided Grantee with notice and an opportunity to obtain a cure of the violation.
- e. Grantee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Grantee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Grantee shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Grant.
- h. Grantee shall keep itself informed of the current requirements of the HCAO.
- i. Grantee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subgrantees and Subtenants, as applicable.
- j. Grantee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

- k. Grantee shall allow City to inspect Grantee's job sites and have access to Grantee's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Grantee to ascertain its compliance with HCAO. Grantee agrees to cooperate with City when it conducts such audits.
- m. If Grantee is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Grantee later enters into an agreement or agreements that cause Grantee's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Grantee and the City to be equal to or greater than \$75,000 in the fiscal year.

16.10 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who grants with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the grant must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the grant until the later of either the termination of negotiations for such grant or six months after the date the grant is approved. Grantee acknowledges that the foregoing restriction applies only if the grant or a combination or series of grants approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the grant; 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 20 percent in Grantee; any subgrantee listed in the bid or grant; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16.11 First Source Hiring Program.

- a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 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 Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any grant or property grant with the City, not exempted by the FSHA, the Grantee shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the grant or property grant. Grantees shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:
 - (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's

participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose

of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- (6) Set the term of the requirements.
 - (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
 - (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
 - (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy grants.
- c. **Hiring Decisions.** Grantee shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.
- e. **Liquidated Damages.** Grantee agrees:
- (1) To be liable to the City for liquidated damages as provided in this section;
 - (2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;
 - (3) That the grantee's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the grantee to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the grantee from the first source hiring process, as determined by the FSHA during its first investigation of a grantee, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the grantee's failure to comply with its first source referral contractual obligations.
 - (4) That the continued failure by a grantee to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the

financial and other damages that the City suffers as a result of the grantee's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a grantee to comply with its first source referral contractual obligations.

(6) That the failure of grantees to comply with this Chapter, except property grantees, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subgrants. Any subgrant entered into by Grantee shall require the subgrantee to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.12 Prohibition on Political Activity with City Funds. In accordance with S. F. 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 grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.13 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.

16.14 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

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

16.16 Public Access to Meetings and Records. If the 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, the Grantee shall comply with and be bound by

all the applicable provisions of that Chapter. By executing this Agreement, the 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. The 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. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The 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.

16.17 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Grantee to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

16.18 Food Service Waste Reduction Requirements. Effective June 1, 2007, 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.

16.19 Slavery Era Disclosure. Left Blank by Agreement of the Parties

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

16.21. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subgrantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

**ARTICLE 17
MISCELLANEOUS**

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency 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 Agency 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 Agency 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 the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

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

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

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

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

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

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

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

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

Section 6.4	Financial Statements.	Article 12	Disclosure of Information and Documents
Section 6.5	Books and Records.		
Section 6.6	Inspection and Audit.	Section 13.4	Grantee Retains Responsibility.
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Section 6.8	Ownership of Results.	This Article 17	Miscellaneous
Article 7	Taxes		
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 duly executed as of the date first specified herein.

CITY

HUMAN SERVICES AGENCY

By: [Signature] 7/5/13
Trent Rhorer Date
Executive Director
Human Services Agency

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN-HOME SUPPORTIVE SERVICES CONSORTIUM

By: [Signature] 7/1/13
Margaret Baran Date
Print Name: Margaret Baran

Approved as to Form:

Dennis J. Herrera
City Attorney

By: [Signature] 7.8.13
Sherri Sokeland Kaiser Date
Deputy City Attorney

Title: Executive Director

Address: 1390 Market St, Ste 250

City, State ZIP: San Francisco, CA 94102

Phone: (415) 659-5303

Federal Tax ID #: 94-2985244

City Vendor Number: 09689

**Appendix A – Services to be Provided
IHSS Consortium
In-Home Supportive Services – Contract Mode**

July 1, 2013 – June 30, 2017

I. Purpose of Grant

The purpose of this grant is to provide In-Home Supportive Services (IHSS). The IHSS Program provides assistance to those eligible aged, blind and disabled individuals 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 aged, blind and disabled individuals. 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, a municipal corporation.
Compliance Audit	An audit that covers all fiscal and programmatic terms and conditions of the contract, which includes, but is not limited to: <ol style="list-style-type: none">1. Any adjustment that is made to the authorized hours of services being provided by the Contractor; i.e., compare authorized hours to hours actually served;2. The Contractor has served all requested hours seven days a week including nights, weekends and holidays;3. The Contractor has provided a 24-hour, 800 number telephone service to the provider/recipient for the IHSS program needs;4. All County required contract reports are sent in a timely manner;5. All provider information and reports are maintained by the Contractor according to contract specifications;6. The Contractor has complied with the minimum and maximum wage and benefit requirements as specified in the contract;

7. The recipient has received written notification of the grievance/appeal rights regarding Contractor's delivery of service as specified in the contract.

8. The Contractor has maintained a personnel file for each provider which includes, but is not limited to: provider name, address, telephone number, health insurance, and any other pertinent employee information, as well as documentation of provider training, i.e., the documentation of provider orientation training, skill development training for recipient care, and training on wages, benefits, and the completion/submission of timesheets.

9. The Contractor has supported documentation of payments made to providers; e.g., timesheets signed and dated by providers and certified by the recipient;

10. The Contractor has complied with the specified supervisor ratio and supervisor/recipient visits;

11. The Contractor has submitted a current copy of the insurance policy to show actual cost for insurance premiums, and a copy of the insurance premium to show actual cost for workers compensation including the ex-mod rate;

12. The Contractor is in compliance with the Welfare and Institutions Code, the CDSS Manual of Policies and Procedures, California Department of Health Regulations found in the California Code of Regulations, Title XIX and Title XX provisions as applicable to the IHSS Program;

13. The Contractor is in compliance with the Equal Employment Opportunity rules and regulations as applicable to the IHSS Program;

Controller

Controller of the City and County of San Francisco or designated agent.

COUNTY

City and County of San Francisco

Evaluation

Evaluation means the use of reviews to:

1. Determine the efficiency and effectiveness of social services delivery systems management, optimal utilization of resources and elimination of deficiencies in management information systems, administrative procedures structure; and

2. Determine whether desired results or benefits are being achieved, whether the objectives established by the regulations are being met and whether the agency has evaluated alternatives, which might yield desired results at lower costs.

Financial audit	An audit to determine compliance with all financial provisions in this contract which includes, but is not limited to, all the financial records, accounts and documents, the provider wages, benefits, as well as the budget line items and the budget narrative pertaining to this contract.
Grantee	IHSS Consortium
HSA, or Agency	Human Services Agency of the City and County of San Francisco
In-Home Supportive Services (IHSS) -	An alternative to out-of-home care designed pursuant to the California Department of Social Services (CDSS) MPP Section 30-700. The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. Services are limited by the availability of funds. The IHSS Program shall refer to all services provided to eligible recipients, regardless of funding sources.
Intensive Supervision	Frequent contact and support to both IHSS recipient and home care providers in order to overcome barriers to service delivery.
Monitoring	The activities necessary to assure compliance with regulations and contractual requirements.
Purchaser	Director of Purchasing of the City and County of San Francisco, or designated agent.
Recipients	Persons determined eligible by the County for IHSS. Please see Target Population, of this RFP for eligibility criteria.

III. Target Population

1. To be eligible for IHSS, recipients must be living either in their own homes, SRO 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 home care providers. Additionally they will serve IHSS recipients who have behavioral issues that create barriers to service delivery. Grantee will provide ongoing and intensive supervisory intervention to identify strategies to overcome these barriers. An example of a recipient in this category is someone formerly homeless; a hoarder and clutterer; someone with anger management problems or who has history of being physically and/or verbally abusive towards his/her providers.

IV. Description of Services

Grantee shall provide the following services during the term of this contract:

Provide supervised IHSS for a maximum of 630,000 for fiscal year 2013-14. HSA will determine the maximum hours for subsequent years during the grant period, e.g. FY 2014-2015, FY 2015-2016 and FY 2016-2017.

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

Description of In-Home Supportive Services

1. Domestic services are limited to the following: 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. Transportation services when the recipient's presence is required at the destination and assistance is necessary to accomplish the travel are limited to:
- a. Transportation to and from appointments with physicians, dentists and other health practitioners;
 - b. Transportation necessary for fitting health related appliances/devices and special clothing;
 - c. Transportation under a. and b. shall be authorized only after social service staff has determined that Medi-Cal will not provide transportation in the specific case;
 - d. Transportation 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.
- b. 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;
- c. The services shall be provided under the direction of the licensed health care professional;
- d. 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, PCSP, and IPW 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 Grantee will meet the following Service Objectives:

1. Grantee will provide an annual total of 630,000 hours.
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 HSA-required 5-business day period or 24 hour emergency period, as specified by HSA worker and/or recipient designated start date.

VI. Outcome Objectives

On an annual basis, the Grantee 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), 90% 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 takes instructions well
 - e. the recipient could communicate to Grantee staff in language of choice
 - f. the Provider is respectful of cultural and ethnic background
 - g. the Client Services Supervisor returns calls within 24 hours
 - h. the Client Services Supervisor treats recipient with respect
 - i. I am satisfied with the schedule my Service Delivery Supervisor created with me.
 - j. 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 visits conducted by the Client supervisors, 95% of recipients rate their Providers quality of work as "good" or "excellent" 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, and 6) arrives on time.

VII. Reporting and Other Requirements

1. Annual Reporting Requirements:

- a. A 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 did not meet its own standards for the coming year.
 1. The Plan and Report will contain all elements listed in Section VII. 6, Quality Assurance Requirements
 2. The Plan and Report will include a Recipient Satisfaction Survey report, including at least the measurements stated in Section VI, Outcome Objectives.

2. Quarterly Reporting Requirements:

- a. Quarterly reporting will include data on progress toward each service and outcome objective as required in Section VI, Outcome Objectives.
- b. 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.
- c. Grantee shall submit a Utilization Management (UM) quarterly report that includes analysis of service utilization trend, rationale of underutilization, and projection of future utilization.

3. Monthly Reporting Requirements:

Monthly reporting will include: 1) actual costs incurred for the provision of services in the invoicing format specified in Appendix C, 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.

- a. Hours Authorized
- b. Hours Served
- c. Number of recipients served

d. Number of recipients served on the weekend

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.Flores@sfgov.org
Principal Administrative Analyst, Office of Contract Management

or

Megan.Elliott@sfgov.org
Program Director, IHSS Program

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 periods:
 - 1) The 1st through 15th due before the 25th of the calendar month;
 - 2) The 16th 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.

Please Note: HSA will make payment to Grantee based on a cost reimbursement line item invoice, which shall be based on an approved line

item budget. The payments may be adjusted for the hours approved from the CMIPS II County Contractor Invoice.

5. SF HSA Mandatory Training and Meeting Requirements

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, at a minimum, one key staff person to attend trainings annually identified by HSA 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. This staff person will be responsible for training the Grantee's supervision 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.

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

6. 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 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:
 1. Rate of Home Care Provider turnover for recipients
 2. Home Care Provider qualifications
 3. Number of Supervisory visits with recipients per year
 4. 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 upon request. 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 Procedures 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 to annually measure the performance of the providers.

7. 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:
 - a. All employees of the grantee are qualified to provide the care authorized;

- b. 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;
- c. 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
- d. 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.

VIII. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal 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.

**Appendix A-1 – Services to be Provided
IHSS Consortium
Provider Skill Development Training and Supports**

July 1, 2013 – June 30, 2017

I. Purpose of Grant

The purpose of this grant is to must provide ongoing basic and advanced skill development training to IHSS providers. Skill development is training that has a direct relationship to job competencies required of a home care provider that will enable them to provide safe, efficient and appropriate domestic and personal care services. Grantee shall assess the skill level of each home care provider in relation to the domestic and personal care services they will be required to perform and shall provide training that relates to job competencies. Additionally, Grantee must offer post training supports to IHSS providers that have completed training. The Grantee shall maintain records of all home care providers' skill assessments and specific training provided to meet minimum standards of competency.

The primary service goal for Provider Skill Development Training and Supports is to strengthen the homecare workforce in San Francisco through the provision of standardized skill development training and supports to Contract Mode and Independent Providers of IHSS, as well as IHSS Registry Providers.

II. Definitions

City	City and County of San Francisco, a municipal corporation.
COUNTY	City and County of San Francisco
Financial audit	An audit to determine compliance with all financial provisions in this contract which includes, but is not limited to, all the financial records, accounts and documents, the provider wages, benefits, as well as the budget line items and the budget narrative pertaining to this contract.
Grantee	IHSS Consortium
HSA, or Agency	Human Services Agency of the City and County of San Francisco
In-Home Supportive Services (IHSS) -	An alternative to out-of-home care designed pursuant to the California Department of Social

Services (CDSS) MPP Section 30-700. The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. Services are limited by the availability of funds. The IHSS Program shall refer to all services provided to eligible recipients, regardless of funding sources.

Monitoring	The activities necessary to assure compliance with regulations and contractual requirements.
Purchaser	Director of Purchasing of the City and County of San Francisco, or designated agent.

III. Target Population

IHSS home care providers who are employed by the Grantee for IHSS – Contract Mode, who are currently working as IHSS Independent Providers, and/or are currently listed on the San Francisco IHSS Public Authority Registry.

IV. Description of Services

Grantee shall provide the following services during the term of this contract:

Standardized skill development training and supports to Contract Mode and Independent Providers of IHSS, as well as IHSS Registry Providers.

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

Description of Provider Skill Development Training and Supports

Grantee must provide ongoing basic and advanced skill development training to IHSS providers. Skill development is training that has a direct relationship to job competencies required of a home care provider that will enable them to provide safe, efficient and appropriate domestic and personal care services. The Grantee shall assess the skill level of each home care provider in relation to the domestic and personal care services they will be required to perform and shall provide training that relates to job competencies. Additionally, Grantee must offer post training supports to IHSS providers that have completed training. The Grantee shall maintain records of all home care providers' skill assessments and specific training provided to meet minimum standards of competency.

1. 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, blood borne pathogens, food safety and sanitation, home safety, CPR and First Aid, and personal care and home care standards.
2. 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.
3. Post Training Supports consists of services to ensure IHSS home care providers are using skills they learned after receiving training successfully such as post training mentoring, on-the-job training, and/or career counseling.
4. Stipends are to be offered to all training participants according to policy and procedure developed by the Grantee and approved by HSA.

V. Service Objectives

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

Grantee will provide basic training to 100% of its staff providers in their first year of work, and specialized training to a minimum of 30% of its provider workforce,, basic training to 75% of IHSS Registry providers who enroll during the year, and basic and specialized training to at least 5% of non-Registry affiliated Independent Providers.

VI. Outcome Objectives

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

95% of providers completing basic and/or specialized Skills Development Training indicate they "agree" or "strongly agree" that the training helped them to take better care of their recipients on the 60-day post training survey.

VII. Reporting and Other Requirements

1. Annual Reporting Requirements:

- a. A Skill Development Training Plan and Report including curriculum, schedules, staff qualifications, and projected and actual attendance of training sessions, as well as post-training support goals and outcomes. This report shall include the results of student evaluations of trainings received as well as post training skill assessment records.

- b. A Training Evaluation report completed by providers who have attended Skills Development Training, including at least the measurements stated in Section VI, Outcome Objectives.

2. Quarterly Reporting Requirements:

IHSS Provider Skills Development Training quarterly report to include the following:

- a) Total Number of providers trained
- b) Subjects covered
- c) Hours of training
- d) Number of Contractor Employees, IHSS Independent Providers, and IHSS Registry providers who received training
- e) Total number of IHSS providers who received post training support

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.Flores@sfgov.org
Principal Administrative Analyst, Office of Contract Management

or

Megan.Elliott@sfgov.org
Program Director, IHSS Program

3. Quality Assurance Requirements

- a. 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.
- b. Grantee will develop Program 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.
- c. Grantee must develop and implement a recruitment program that clearly defines short and long term goals in recruiting Independent

Providers and IHSS Public Authority Registry Providers to its skill development training courses.

VIII. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of provider eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal 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 GRANT BUDGET SUMMARY
BY PROGRAM**

	A	B	C	D	E	F	G	
1	Name							
2	Term							
3	July 1, 2013 - June 30, 2017							
4	IHSS Contract Mode Services							
5	IHSS Contract Mode Services							
6	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>							
7	If modification, Effective Date of Mod. No. of Mod.							
8	Program: IHSS Contract Mode Services							
9	Budget Reference Page No. (s)							
10	Program Term	7/1/13-6/30/14	7/1/14-6/30/15	7/1/15-6/30/16	7/1/16-6/30/17		IHSS Contract Mode Total	
11	Expenditures							
12	Salaries & Benefits	\$17,062,499	\$17,062,499	\$17,062,499	\$17,062,499		\$68,249,996	
13	Operating Expense	\$934,742	\$934,742	\$934,742	\$934,742		\$3,738,968	
14	Subtotal	\$17,997,241	\$17,997,241	\$17,997,241	\$17,997,241		\$71,988,964	
15	Indirect Percentage (%)	7.70%	7.70%	7.70%	7.70%			
16	Indirect Cost (Line 16 X Line 15)	\$1,386,188	\$1,386,188	\$1,386,188	\$1,386,188		\$5,544,752	
17	Capital Expenditure	\$0	\$0	\$0	\$0		\$0	
18	Total Expenditures	\$19,383,429	\$19,383,429	\$19,383,429	\$19,383,429		\$77,533,716	
19	HSA-DAAS Revenues							
20	General Fund						\$0	
21	TOTAL HSA-DAAS REVENUES							
22	Other Revenues	\$0	\$0	\$0	\$0		\$0	
23	Program Income							
24	Total Revenues						\$0	
25	Full Time Equivalent (FTE)	482.50	482.50	482.50	482.50			
26	Prepared by:	Mark Burns					Telephone No.:	415-659-5319
27	Date 6/12/13							
28	HSA-DAAS Review Signature:							
29	HSA #1							
30	11/15/2007							

Salaries & Benefits Detail: Home Care Providers

	A	B	C	D	E	F	G	H	K	L
1	Program: HSS Contract Mode Services									
2	HSS Contract Mode Services									
3										
4										
5										
6										
7										
8	POSITION TITLE	Agency Totals Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	TOTAL
9	Home Care Providers	\$9,568,658	100%	100%	100%	\$9,568,658	\$9,568,658	\$9,568,658	\$9,568,658	\$38,274,632
10										\$0
11										\$0
12	TOTALS	\$9,568,658	1.00	1.00	1.00	\$9,568,658	\$9,568,658	\$9,568,658	\$9,568,658	\$38,274,632
13	FRINGE BENEFIT RATE	48.89%				48.89%	48.89%	48.89%	48.89%	
14	EMPLOYEE FRINGE BENEFITS	\$4,678,535				\$4,678,535	\$4,678,535	\$4,678,535	\$4,678,535	\$18,714,139
15										
16										
17										
18	TOTAL SALARIES & BENEFITS	\$14,247,193				\$14,247,193	\$14,247,193	\$14,247,193	\$14,247,193	\$56,988,771
19	HSA #2									11/15/2007

7/1/13-6/30/14 7/1/14-6/30/15 7/1/15-6/30/16 7/1/13-6/30/17 7/1/13-6/30/17

**HUMAN SERVICES AGENCY GRANT BUDGET SUMMARY
BY PROGRAM**

	A	B	C	D	E	F	G
1							
2							
3							
4							
5	Name						Term
6	Provider Skills Development Training & Support						July 1, 2013 - June 30, 2017
7	(Check One)	New <input checked="" type="checkbox"/>	Renewal <input type="checkbox"/>	Modification <input type="checkbox"/>			
8	If modification, Effective Date of Mod.		No. of Mod.				
9	Program:						
10	Budget Reference Page No (s)						
11	Program Term	7/1/13-6/30/14	7/1/14-6/30/15	7/1/15-6/30/16	7/1/16-6/30/17	Total	
12	Expenditures						
13	Salaries & Benefits	\$423,074	\$423,074	\$423,074	\$423,074	\$1,692,296	
14	Operating Expense	\$390,467	\$390,467	\$390,467	\$390,467	\$1,561,868	
15	Subtotal	\$813,541	\$813,541	\$813,541	\$813,541	\$3,254,164	
16	Indirect Percentage (%)	7.70%	7.70%	7.70%	7.70%		
17	Indirect Cost (Line 16 X Line 15)	\$62,661	\$62,661	\$62,661	\$62,661	\$250,644	
18	Capital Expenditure	\$0	\$0	\$0	\$0	\$0	
19	Total Expenditures	\$876,202	\$876,202	\$876,202	\$876,202	\$3,504,808	
20	HSA-DAAS Revenues						
21	General Fund					\$0	
22	TOTAL HSA-DAAS REVENUES						
23		\$0	\$0	\$0	\$0	\$0	
24	Other Revenues						
25	Program Income						
26	Total Revenues					\$0	
27	Full Time Equivalent (FTE)						
28		6.13	6.13	6.13	6.13		
29	Prepared by: Mark Burns						Telephone No.: 415-659-5319
30	HSA-CO Review Signature:						Date 6/12/13
31	HSA #1						11/15/2007

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency _____ CFDA or other Identification # _____

1. _____

2. _____

3. _____

4. _____

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

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

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.

2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D-Interests In Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
OEWD	DUE 7-1-13	100,000

Appendix E-Permitted Subgrantees

None

City and County of San Francisco



Edwin M. Lee, Mayor

Human Services Agency

Department of Human Services
Department of Aging and Adult Services

Trent Rhorer, Executive Director

July 10, 2013

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

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 JUL 10 PM 4:37

RE: In Home Supportive Services Contract with IHSS Consortium of San Francisco

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the contract between the City and County of San Francisco and the IHSS Consortium of San Francisco for the period from July 1, 2013 to June 30, 2017 for the total contract amount of \$87,321,540.

At its meeting of June 28, 2013, the Adult and Aging Services Commission recommended the authorization of this contract. Because the contract is over \$10,000,000, the Department is now requesting approval from the Board of Supervisors in accordance with the Administrative Code.

Attached please find the proposed resolution. David Curto, Director of Contracts, (557-5581) can provide further information.

Please schedule the Board's earliest consideration and notify Mr. Curto when the resolution is ready.

Thank you for your assistance.

Sincerely,

Trent Rhorer
Executive Director

130730

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: In-Hone Supportive Services Consortium	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>(1) Member of the Board of Directors President Gay Kaplan, Vice President Jessica Pitt and Treasurer Clare Murphy, Secretary Nancy Rasch. . Members at large Robert J. Carlson, Andrew Gaines, Ben Kutnick and Rick Levy, Forrest Malakoff, Art Wolf.</p> <p>(2) Executive Director Margaret Baran and Deputy Director Mark Burns.</p>	
Contractor address: 1390 Market Street, Suite 250, San Francisco CA 94102	
Date that contract was approved:	Amount of contracts: \$ 87,321,540
Describe the nature of the contract that was approved: The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance and skills development training that has a direct relationship to job competencies required of a home care provider that will enable them to provide safe, efficient and appropriate domestic and personal care services	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed