

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

HOMEBRIDGE, INC.

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

RECITALS

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

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

WHEREAS, the City’s Board of Supervisors approved this Agreement by 240-20 on June 2, 2020; and:

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

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

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

**ARTICLE 1
DEFINITIONS**

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

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “Agency” shall mean Human Services Agency or Department of Human Services

- (c) **“Application Documents”** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (d) **“Budget”** shall mean the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.
- (e) **“Charter”** shall mean the Charter of City.
- (f) **“Contractor”** shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (g) **“Controller”** shall mean the Controller of City.
- (h) **“Eligible Expenses”** shall have the meaning set forth in Appendix A.
- (i) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (j) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (k) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (l) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (m) **“Grant”** shall mean this Agreement.
- (n) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (o) **“Grant Plan”** shall have the meaning set forth in Appendices A and B, or shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.
- (p) **“HRC”** shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “CMD” or the Contract Monitoring Division of the City.
- (q) **“Indemnified Parties”** shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (r) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss

described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

- (s) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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

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

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

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

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

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

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

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

ARTICLE 3 TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on July 1, 2020 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at

City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

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

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

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

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

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

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

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

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.. The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

5.4 State or Federal Funds

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

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

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

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

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department.

Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City,

subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

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

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

(a) Name as additional insured City and its officers, agents and employees.

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

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

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

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

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

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

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

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

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

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

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other

records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be

addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:)

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

If to Grantee: Mark Burns
Executive Director
Homebridge, Inc.
1035 Market Street, L-1
San Francisco, CA 94103
Attn: Mark Burns
Email: mburns@homebridgeca.org

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Local Business Enterprise Utilization; Liquidated Damages. Reserved.

16.2 Nondiscrimination; Penalties.

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

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

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

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

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

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

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

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

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

16.8. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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

16.13 “Reserved. (Working with Minors)”

16.14 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients’ sexual orientation and gender identity, and reporting such data to the Department **annually**. In seeking to collect information about clients’ sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health’s Policies and Procedures entitled “Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with

any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made.

Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

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

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

16.20 Compliance with California Department on Aging. If grant is in excess of \$100,000 in California Department of Aging Funding, grantee is required to complete and submit of Standard Form LLL, "Disclosure Form to Report Lobbying", Form LLL to be found at: <http://www.adp.ca.gov/NNA/files/Documents1X.doc>

16.21 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if the Grantee
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or sub-awards under the award.

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

**ARTICLE 17
MISCELLANEOUS**

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

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

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

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

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

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

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

- Appendix A, Services to be Provided**
- Appendix B, Budget**
- Appendix C, Method of Payment**
- Appendix D, Interests in Other City Grants**
- Appendix E, Permitted Subgrantees**
- Appendix F, HIPPA Business Associate Addendum**
- Appendix G, Federal Award Information**
- Appendix H, Federal Requirements for Subcontractors**

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

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

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

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

Section 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.	Section 13.4	Grantee Retains Responsibility.
Section 6.5	Books and Records.	Section 14.3	Consequences of Recharacterization.
Section 6.6	Inspection and Audit.	This Article 17	Miscellaneous
Section 6.7	Submitting False Claims; Monetary Penalties		
Article 7	Taxes		
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

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

17.12 Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task

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

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

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

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

CITY

GRANTEE:

HUMAN SERVICES AGENCY

HOMEBRIDGE, INC.

DocuSigned by:
Trent Rhorer 6/22/2020
By: 9753A8670BB74EE...
Trent Rhorer
Executive Director
Human Services Agency

DocuSigned by:
Mark Burns 6/18/2020
By: EA0917ECC4B8421...

Approved as to Form:

Dennis J. Herrera
City Attorney

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

Phone: 415-659-5319

DocuSigned by:
David Ries 6/22/2020
By: EFF1B6C5BE4244A...
David K. Ries
Deputy City Attorney

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

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

I. Purpose of Grant

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

II. Definitions

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

III. Target Population

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

3. Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1

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

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

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

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

IV. Description of Services

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

1. Serve approximately 450,000 - 475,000 hours annually to approximately 850 clients at any given time.
2. Seven-day a week availability of high quality and culturally/linguistically appropriate in-home care that is specifically provided to assist older people and adults with disabilities who have complex needs to remain safely in their own homes.
3. Skilled home care providers for recipients who are unable to hire or supervise their own IPs, or who have additional capacity and service issues; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Service Objectives

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

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

VI. Outcome Objectives

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

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

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

I. Reporting and Other Requirements

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

A. Annual Reporting Requirements:

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

B. Quarterly Reporting Requirements:

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

C. Monthly Reporting Requirements:

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

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

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

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

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

or

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

D. Electronic Visit Verification

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

E. SF HSA Mandatory Training and Meeting Requirements

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

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

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

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

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

F. Quality Assurance Requirements

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

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

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

G. Personal Care Services Program and IHSS Plus Waiver Enrollment

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

II. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of specific program standards or requirements as outlined above; back-up documentation for reporting progress towards meeting service and outcome objectives; internal policies and procedures; personnel files for homecare providers; training standards and requirements; and records maintenance.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

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

Salaries & Benefits Detail - Program Staff

Term: FY20-25

POSITION TITLE	Agency Totals		For HSA Program		For DAS Program	For DAS Program	For DAS Program	For DAS Program	For DAS Program	TOTAL
	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary
Chief Operating Officer	\$188,116	1	15%	0.15	\$28,217	\$28,217	\$28,217	\$28,217	\$28,217	\$141,085
Director of Programs	\$145,570	1	100%	1	\$145,570	\$145,570	\$145,570	\$145,570	\$145,570	\$727,850
Associate Director of Nursing	\$167,160	1	60%	0.6	\$100,296	\$100,296	\$100,296	\$100,296	\$100,296	\$501,480
Manager of Care Teams	\$74,038	4	100%	4	\$296,152	\$296,152	\$296,152	\$296,152	\$296,152	\$1,480,760
Sr. Manager of Programs	\$89,095	1	100%	1	\$89,095	\$89,095	\$89,095	\$89,095	\$89,095	\$445,475
Care Supervisor-FT	\$55,667	27	100%	27	\$1,503,009	\$1,503,009	\$1,503,009	\$1,503,009	\$1,503,009	\$7,515,045
Care Supervisor-PT	\$59,401	2	50%	1	\$59,401	\$59,401	\$59,401	\$59,401	\$59,401	\$297,005
Scheduler	\$49,706	2	100%	2	\$99,412	\$99,412	\$99,412	\$99,412	\$99,412	\$497,060
Lead Care Supervisor	\$62,109	2	100%	2	\$124,218	\$124,218	\$124,218	\$124,218	\$124,218	\$621,090
Timekeeper	\$58,286	1	100%	1	\$58,286	\$58,286	\$58,286	\$58,286	\$58,286	\$291,430
Service Support Specialist	\$49,978	2	100%	2	\$99,956	\$99,956	\$99,956	\$99,956	\$99,956	\$499,780
Program Assistant	\$44,696	1	100%	1	\$44,696	\$44,696	\$44,696	\$44,696	\$44,696	\$223,480
Program Analyst	\$55,274	1	100%	1	\$55,274	\$55,274	\$55,274	\$55,274	\$55,274	\$276,370
Specialized Training Coordinator	\$47,608	1	100%	1	\$47,608	\$47,608	\$47,608	\$47,608	\$47,608	\$238,040
Support & Retention Coordinator	\$46,859	5	100%	5	\$234,295	\$234,295	\$234,295	\$234,295	\$234,295	\$1,171,475
Nurse Case Manager LVN	\$71,067	1	100%	1	\$71,067	\$71,067	\$71,067	\$71,067	\$71,067	\$355,335
Data Manager	\$89,095	1	100%	1	\$89,095	\$89,095	\$89,095	\$89,095	\$89,095	\$445,475
Data Systems Administrator	\$83,980	1	80%	0.8	\$67,184	\$67,184	\$67,184	\$67,184	\$67,184	\$335,920
Desktop Support	\$62,016	1	100%	1	\$62,016	\$62,016	\$62,016	\$62,016	\$62,016	\$310,080
Workforce Development Analyst	\$60,821	1	80%	0.8	\$48,657	\$48,657	\$48,657	\$48,657	\$48,657	\$243,285
Wkf. Dev. Training Sup. - Work Readiness	\$64,608	1	100%	1	\$64,608	\$64,608	\$64,608	\$64,608	\$64,608	\$323,040
Recruitment Coordinator	\$49,168	1	100%	1	\$49,168	\$49,168	\$49,168	\$49,168	\$49,168	\$245,840
Outreach Coordinator	\$50,085	1	100%	1	\$50,085	\$50,085	\$50,085	\$50,085	\$50,085	\$250,425
Training										
Training Specialist	\$64,704	1	100%	1	\$64,704	\$64,704	\$64,704	\$64,704	\$64,704	\$323,520
Training Specialist	\$63,409	1	100%	1	\$63,409	\$63,409	\$63,409	\$63,409	\$63,409	\$317,045
Workforce Development Analyst	\$60,821	1	16%	0.16	\$9,731	\$9,731	\$9,731	\$9,731	\$9,731	\$48,655
Director of Talent Development	\$143,504	1	10%	0.1	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$71,750
Salary Savings/Turnover					(\$147,035)	(\$147,035)	(\$147,035)	(\$147,035)	(\$147,035)	(\$735,176)
Overtime					\$32,383	\$32,383	\$32,383	\$32,383	\$32,383	\$161,915
TOTALS	2,056,843	64.0	23.1	59.61	\$3,524,907	\$3,524,907	\$3,524,907	\$3,524,907	\$3,524,907	\$17,624,534
FRINGE BENEFIT RATE	35%					35.2%				
EMPLOYEE FRINGE BENEFITS	\$723,904				\$1,240,587	\$1,240,587	\$1,240,587	\$1,240,587	\$1,240,587	\$6,202,935
TOTAL SALARIES & BENEFITS	\$2,780,747				\$4,765,494	\$4,765,494	\$4,765,494	\$4,765,494	\$4,765,494	\$23,827,469
HSA #2					4,832,500					
					67,006					

Notes:

**Appendix C– Method of Payment
Homebridge, Inc**

- I. In accordance with Section 5 of the Grant Agreement, this is a rate based contract with a not to exceed annual budget. Payments shall be made monthly for Contract Mode based on an hourly rate for Served Client Hours. Served Client Hours are defined as any hour that Grantee served in billing month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. The rate is \$55.56 as approved by the State. Any rate increase approved by the State will be accepted, once authorization on rate change has been confirmed.
- III. The hours eligible for monthly payment are determined by the number of Served Client Hours by Grantee in that month. Homebridge will submit hours to CMIPs no later than the 15th of the month for the prior month. Homebridge will work with City to reconcile all rejected hours in CMIPs.
- IV. Grantee will submit all invoices and related documentation in the format specified by SFHSA within 25 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.
- V. Grantee and HSA agree that additional advances may be negotiated throughout the year, depending on Grantee’s cash flow projections, in addition to Section XII.
- VI. 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>
- VII. 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.
- VIII. Invoices shall include total actual expenditures incurred during the period of service, unless otherwise specified.
 - A. The grantee will submit a monthly invoice detailing **Served Client Hours** multiplied by the rate in paragraph II above. The grantee will maintain a record describing hours and activities provided.
 - B. All charges incurred under this agreement shall be due and payable only after services have been rendered, and in no case in advance of such services, except as detailed in the contract advance provisions and paragraph V of this amendment.

- C. Invoices from subgrantees (if any) for the period of service must be submitted regardless of dollar amount. If requested by SFHSA, supporting documentation must be uploaded into CARBON and submitted along with the invoice.
 - D. Grantee shall supply additional specific supporting documentation when requested by SFHSA. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- IX. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- X. 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.
- XI. 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. All advances to be reconciled by end of each fiscal year. 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.
- XII. 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 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
HSA-Case Management	07/01/2018-06/30/2021	316,435
HSA-Provider Skills and Training	07/01/2020-06/30/2025	4,125,000
OEWD-workforce Development	07/01/2019-06/30/2020	215,000

Appendix E – Permitted Subcontractors

None

Appendix F
City and County of San Francisco
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the agreement by and between the City and County of San Francisco, the Covered Entity (“CE”), and Homebridge Inc. (“Contractor”), the Business Associate (“BA”), dated July 1, 2020 (FSP #1000018284) (“Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the Human Services Agency (“HSA”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Part 164, Subpart D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to

believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. User Training. The BA shall provide, and shall ensure that BA subcontractors provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

c. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or

required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

d. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

e. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

f. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on

behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

g. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

h. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

i. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing

within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

Notifications to CE shall be made to;

San Francisco Human Services Agency

Privacy Office:

HSAPrivacyOffice@sfgov.orgHSAPrivacyOffice@sfgov.org

Information Security Office: HSA.IT.Information.Security@sfgov.org

n. Breach Pattern or Practice by Business Associate’s Subcontractors and

Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the

BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Appendix G- Federal Award Information for Subrecipients

	E	F	G	H	I	J	K	L	M	N	O	P
	Service	CFDA	CFDA Title	Other Name, if any	Federal awarding agency	Known (and anticipated) Federal Prime Award Numbers and Award periods	Known Federal Award Date	Federal Award Project Description (from Pass-Through)	Pass-Through Agency (from Federal to CCSF), if applicable	Known (and anticipated) Pass-Through Award Identifying Information and Award periods	Federal award amount, Actual (and Anticipated) to CCSF-	Research & Development Award?
8												
49	IHSS Contract Mode including Provider Skills and Development	93.778	Medical Assistance Program	Medi-Cal	Department of Health and Human Services			This program provides financial assistance to States for payments of medical assistance on behalf of cash assistance recipients, children, pregnant women, and the aged who meet income and resource requirements, and other categorically-eligible groups.				

Appendix H

Federal Requirements: Provisions for All Federal Funds Subcontracts and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

A. City means the City and County of San Francisco.

B. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Contracts, as opposed to Subawards (to Subrecipients), include but are not limited that to a Contractor

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program. In contrast, the City passes through responsibility for administering all or part of a Federal program to a Subrecipient.
- iv. See 2 CFR §200.330 for more guidance.

C. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

Contractor shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this contract.

III. Procurement Compliance (2 CFR §200.318 through .326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following
1. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding

acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.

2. Providing full and open competition as per 2 CFR § 200.319

3. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

IV. Cost Principles Compliance *(2 CFR §200 Subpart E)*

Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City.

V. Equal Employment Opportunity Compliance *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*

A. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VI. Davis-Bacon Act Compliance *(applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VII. Copeland Anti-Kickback Act Compliance *(applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. Contract Work Hours and Safety Standards *(applicable to all contracts awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

A. Compliance: Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

- B. Overtime:** No Contractor or Subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

IX. Debarment and Suspension (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h)*)

- A. Contractor represents and warrants that it is not
- i. Debarred nor suspended from federal financial assistance programs and activities
 - ii. Proposed for debarment
 - iii. Declared ineligible
 - iv. Voluntarily excluded from participation in covered transactions by any federal department of agency.
- B. Contractor agrees that neither Contractor nor any of its Third Party Subcontractors shall enter into any Third Party Subcontracts for any of the work under this Agreement with a Third Party Subcontractor who is debarred, suspended, or

otherwise excluded from or ineligible for participation in federal assistance programs as specified above. 2 CFR §180.220.

- i. Contractor and Third Party Contractors can meet this requirement with lower level contractors by requiring they sign a certification to its effect and/or including such a clause in their contracts/agreements with the lower level contractors. It is also required to check those contractors' status at the System for Award Management (SAM) at www.sam.gov under Search Records prior to awarding the funds and/or establishing the agreement and also on a regular, but at least annual, basis. To ensure accuracy of the verification, Subrecipient should use the lower level entity's exact name and Unique Entity Identifier (UEI, formerly known as Data Universal Numbering System number) or Social Security Number or Tax Identification Number (TIN) to perform the query. A copy of the query should be printed and kept on file in case of a review by county staff or funding agencies.

X. Byrd Anti-Lobbying Requirements (*applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93*)

A. Subcontractor hereby certifies, to the best of his or her knowledge and belief, that

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. Procurement of Recovered Materials (*applicable to all contracts and subcontracts for the procurement of recovered materials; 2 CFR §200 Appendix II(h) and 2 CFR §200.322*)

Contractor agrees to comply with all applicable standards, orders, or requirements issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as supplemented by the Environmental Protection Agency regulations (40 CFR Part 247).

XII. Incorporation of Uniform Administrative Requirements

A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.

B. Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.

- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
- ii. US Department of Housing and Urban Development: (no exceptions or additions)
- iii. US Department of Education: (no exceptions).
- iv. US Department of Agriculture: 2 CFR Part 400

XIII. Inclusion of Federal Requirements in Third Party Subcontracts

The Subrecipient agrees to include all of the above clauses in each Third Party Subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

City and County of San Francisco

Human Services Agency

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

Trent Rhorer, Executive Director



London Breed, Mayor

MEMORANDUM

TO: DISABILITY AND AGING SERVICES COMMISSION

THROUGH: SHIREEN MCSPADDEN, EXECUTIVE DIRECTOR

FROM: JILL NIELSEN, DEPUTY DIRECTOR
 ESPERANZA ZAPIEN, ACTING DIRECTOR OF CONTRACTS

DATE: JUNE 3, 2020 *js m ez*

SUBJECT: NEW GRANT: **HOMEBRIDGE** (NON-PROFIT) FOR IN-HOME SUPPORTIVE SERVICES (IHSS) CONTRACT MODE

GRANT TERM: 7/1/20 - 6/30/25

TOTAL AMOUNT:	<u>New</u>	<u>Contingency</u>	<u>Total</u>		
	\$129,332,065	\$12,933,205	\$142,265,270		

ANNUAL AMOUNT:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413	\$25,866,413

Funding Source	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$27,159,735	\$29,746,380	\$72,425,950	\$12,933,205	\$142,265,270
PERCENTAGE:	21%	23%	56%		100%

The Department of Disability and Aging Services (DAS) requests authorization to enter into a new grant agreement with Homebridge for In-Home Supportive Services (IHSS) Contract Mode for the term of July 1, 2020 through June 30, 2025 for an amount of \$129,332,065 plus a 10% contingency of \$12,933,205 for a total not to exceed amount of \$142,265,270. The purpose of this grant is to provide in-home supportive services to a target population in need of personal care.

Because the proposed grant is over \$10,000,000, it is subject to approval from the Board of Supervisors in accordance with Charter Section 9.118(b) of the San Francisco Administrative Code. The Department is concurrently seeking Board approval of this grant.

Background

The In-Home Supportive Services (IHSS) Program is a Federal/State/County funded, county administered program that provides assistance to eligible people with disabilities who are unable to fully provide for their own personal care and/or carry out household activities without assistance. The intent of the program is to assist people with disabilities to reside in community settings. Recipients of IHSS services may reside in their own homes, SRO hotels, public housing, or shelters. The IHSS program is designed pursuant to the California Department of

Social Services (CDSS) MPP Section 30-700, as an alternative to out-of-home care and/or institutional placement.

The IHSS program compensates providers to carry out a wide variety of services including household chores and personal care. These services are intended to facilitate safe community living while encouraging independence and rehabilitation wherever possible. IHSS is provided through either an independent provider (IP) or an agency provider (Contract Mode IHSS). Clients who utilize independent providers contract directly with the IP while the Department contracts with an agency to provide Contract Mode IHSS. The purpose of Contract Mode is to assist clients, who are unable to identify and/or supervise their own IP, typically as a result of cognitive impairment and/or serious mental illness. In San Francisco, Contract Mode IHSS provides a critical safety net service for some of the city's most vulnerable residents.

Services to be Provided – IHSS Contract Mode

Grantee shall provide an estimated 460,000 hours of supervised Contract Mode IHSS services annually. Grantee will provide timely intakes and service delivery to recipients who receive an average of 45 hours of service per month. Grantee will monitor services through quarterly face-to-face quality assurance home visits and through caregivers equipped with mobile technology. All caregivers will receive initial classroom training, intensive field based training and regular supervision, support and advanced skills development.

Contract monitoring activities include monthly, quarterly and annual reports that the grantee is required to submit to the Department and regular meetings with Department staff to discuss and evaluate performance. The Grantee will conduct client satisfaction surveys and solicit feedback from Department staff to measure performance.

In fiscal year 19-20, Grantee is meeting the majority of objectives. Grantee continues to create operational efficiencies to serve nearly 65% of authorized hours and has consistently served 100% of clients' requested hours. Additionally, 90% or more of clients were satisfied with Grantee's services in all areas of the annual Client Satisfaction Survey.

Selection

This Grantee was selected through Request for Proposals (RFP) #852 issued in November 2019.

Funding

This grant utilizes a combination of Federal, State and County funds.

ATTACHMENTS

Appendix A – Services to be Provided - IHSS Contract Mode

Appendix B – Program Budget – IHSS Contract Mode

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

I. Purpose of Grant

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

II. Definitions

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

III. Target Population

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

3. Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1

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

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

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

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

IV. Description of Services

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

1. Serve approximately 450,000 - 475,000 hours annually to approximately 850 clients at any given time.
2. Seven-day a week availability of high quality and culturally/linguistically appropriate in-home care that is specifically provided to assist older people and adults with disabilities who have complex needs to remain safely in their own homes.
3. Skilled home care providers for recipients who are unable to hire or supervise their own IPs, or who have additional capacity and service issues; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Service Objectives

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

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

VI. Outcome Objectives

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

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

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

I. Reporting and Other Requirements

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

A. Annual Reporting Requirements:

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

B. Quarterly Reporting Requirements:

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

C. Monthly Reporting Requirements:

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

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

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

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

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

or

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

D. Electronic Visit Verification

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

E. SF HSA Mandatory Training and Meeting Requirements

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

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

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

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

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

F. Quality Assurance Requirements

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

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

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

G. Personal Care Services Program and IHSS Plus Waiver Enrollment

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

II. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of specific program standards or requirements as outlined above; back-up documentation for reporting progress towards meeting service and outcome objectives; internal policies and procedures; personnel files for homecare providers; training standards and requirements; and records maintenance.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

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

Salaries & Benefits Detail - Program Staff

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

35%

\$5,296

FRINGE BENEFIT RATE

\$5,296

\$1,240,587

EMPLOYEE FRINGE BENEFITS

\$1,240,587

\$1,240,587

\$1,240,587

\$4,765,494

\$4,765,494

\$4,765,494

\$4,765,494

\$4,765,494

\$4,765,494

\$2,780,747

\$2,780,747

\$2,780,747

4,832,500

4,832,500

4,832,500

67,006

67,006

67,006

AMENDED IN COMMITTEE
5/20/2020

FILE NO. 200357

RESOLUTION NO. 240-20

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

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

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

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

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

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

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

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

1 APPROVED:

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4 /S/

5 Trent Rhorer

6 Executive Director, Human Services Agency

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City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 200357

Date Passed: June 02, 2020

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

May 20, 2020 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

May 20, 2020 Budget and Finance Committee - RECOMMENDED AS AMENDED

June 02, 2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

File No. 200357

I hereby certify that the foregoing Resolution was ADOPTED on 6/2/2020 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

6/12/20

Date Approved