

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco
and
San Francisco In-Home Supportive Services Public Authority**

1000037896

This Agreement is made this 1st day of July, 2026, in the City and County of San Francisco (“City”), State of California, by and between San Francisco In-Home Supportive Services Public Authority (“Contractor”) and City.

Recitals

WHEREAS, the Department of Disability and Aging Services (“Department”) seeks to procure Independent Provider Mode from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was selected with procurement as authorized by Administrative Code Section 21.25; and

WHEREAS, this Contract is exempt from Civil Service Commission review because it is with a public entity; and,

WHEREAS, the City’s Disability and Aging Services Commission approved this Agreement on February 18, 2026 in the amount of \$991,313,916 for the period commencing July 1, 2026 and ending June 30, 2031; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of \$991,313,916 for the period commencing July 1, 2026 and ending June 30, 2031; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

- 1.1 “Agreement” means this contract document, including all attached appendices.
- 1.2 “Appendices” means the appendices listed in Article 14 (“Appendices”) herein.
- 1.3 “Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.
- 1.4 “Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- 1.5 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and Department of Disability and Aging Services.
- 1.6 “City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.
- 1.7 “CMD” means the Contract Monitoring Division of the City.
- 1.8 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.
- 1.9 “Contractor” means San Francisco, In-Home Supportive Services Public Authority, 832 Folsom Street, 9th Floor, San Francisco, CA 94107.
- 1.10 “Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.
- 1.11 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.12 “Generative Artificial Intelligence” means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.

1.13 “Party” and “Parties” means the City and Contractor either individually or collectively.

1.14 “Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.15 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on July 1, 2026 and expire on June 30, 2031, unless earlier terminated as otherwise provided herein.

2.2 **Reserved. Options to Extend.**

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to the 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 the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** The City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until the City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of services.

3.3 **Compensation.**

3.3.1 **Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Nine Hundred Ninety One Million, Three Hundred Thirteen Thousand, Nine Hundred and Sixteen Dollars (\$991,313,916), the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 **Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor’s obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City’s withholding of payments as provided herein.

3.3.4 **Invoicing.** Contractor shall invoice the City for the services provided under this Agreement on a timely basis, and in no event later than 30 days after delivery of the services or as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within 15 days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of

Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System)**

3.3.6 **Reserved. Grant Funded Contracts.**

3.3.7 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved. Payment Discount Terms.**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Reserved (Submitting False Claims).**

3.6 **Reserved. Payment of Prevailing Wages.**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in **Appendix A, "Scope of Services."** Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

Contractor shall commit sufficient resources for timely completion within the project schedule.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City’s execution of this Agreement constitutes its approval of the subcontractors listed below and/or in Appendices.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, including its agents and employees, will not represent or hold itself/themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with Section 4.4. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.4, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. 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 Contractor 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 Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from Section 4.4

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Reserved (Liquidated Damages).**

4.7 **Reserved (Performance Bond).**

Article 5 Insurance and Indemnity

5.1 **Insurance.** Contractor and City agree that each Party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each Party to discharge promptly any obligations each incurs by operation of this Agreement. If at any time during the term of this Agreement either Party plans to cease to be self-insured for any such possible claims, the Party shall provide the other Party advance notice of the change in sufficient time for the Parties to negotiate appropriate insurance requirements before any lapse in coverage. If the Parties fail to reach agreement on the terms of insurance policies or policy endorsements required, either Party may terminate this Agreement by giving written notice of termination specifying the date upon which termination shall become effective. If City terminates the Agreement under Section 5.1, the termination provisions of Section 8.1 shall apply.

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result

from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

5.2.2 City shall indemnify and hold Contractor, its officers, employees and agents, harmless from and against any and all Claims arising out of the performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

5.2.3 In the event of concurrent negligence of City, its officers, employees and agents, and Contractor and its officers, employees and agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

5.2.4 Contractor and City shall indemnify and hold each other harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City or Contractor, of each other's articles or services to be supplied in the performance of this Agreement.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CONTRACT NOT TO EXCEED AMOUNT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF 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, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on

behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor 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, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor 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 Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 **Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination specifying the date on which termination shall become effective. Upon receipt, Contractor shall commence and diligently perform all actions necessary on the part of Contractor to effect the termination on the date specified and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Within 30 days after the specified termination date, Contractor shall submit to City an invoice for all services performed prior to the specified date, which shall be compensated on the terms set forth in Section 3.3 (“Compensation”). City shall not be liable for any costs incurred by Contractor after the termination date.

8.2 **Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

4.5	Assignment	10.3.6	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform the Services or to perform or observe any other term, covenant or condition contained in this Agreement, including any

obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten (10) days after written notice thereof from City to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to City, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (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 Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, 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 Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All 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 exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 Section 8.4, “Rights and Duties upon Termination or Expiration,” and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.3.6(b)	Grant Funded Contracts – Disallowance	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.2.2	Default Remedies	Article 13	Data and Security
9.1	Ownership of Results		

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of the City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Governmental Conduct Related Contractual Obligations.

10.2.1 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.2.2 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.2.3 **Limitations on Contributions.** By executing this Agreement, Contractor 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 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 (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor 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 contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.3 Employment Related Contractual Obligations.

10.3.1 Reserved (Local Business Enterprise and Non-Discrimination in Contracting Ordinance).

10.3.2 Reserved (Minimum Compensation Ordinance).

10.3.3 Reserved (Health Care Accountability Ordinance).

10.3.4 Reserved (First Source Hiring Program).

10.3.5 Reserved (Working with Minors).

10.3.6 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

10.3.7 Reserved (Nondiscrimination in Contracts).

10.3.8 **Reserved (Nondiscrimination in the Provision of Employee Benefits).**

10.4 **Reserved (Environmental Related Contractual Obligations).**

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

10.6 **Reserved (Nonprofit Contractor Obligations).**

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	<u>Human Services Agency</u> <u>Director of Contracts, GB00</u> <u>Office of Contract Management</u> <u>P.O. Box 7988</u> <u>San Francisco, CA 94120-7988</u>
To Contractor:	<u>San Francisco In-Home Supportive Services Public Authority</u> <u>832 Folsom Street, 9th Floor</u> <u>San Francisco, CA 94107</u> <u>Attn: Eileen Norman</u> <u>Email: enorman@sfihsdpa.org</u>

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Laws Requiring Access for People with Disabilities.**

11.2.1 Contractor 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 contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities 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 Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (“ICT”) and/or Services provided under this Agreement.

11.2.3 Reserved (Web and Mobile Content Accessibility)

11.3 Incorporation of Recitals. The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all City records related to its formation, Contractor’s performance of Services, and City’s payment may be subject to the California Public Records Act, (California Government Code § 7920.000 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 Modification of this Agreement. 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.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor’s compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This Agreement including the Appendices, sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of City’s Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner applicable to the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City’s terms and Contractor’s terms, City’s terms shall take precedence. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

11.15 **No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

Reserved. Payment Card Industry (“PCI”) Requirements. Reserved. Business Associate Agreement.

13.2 Management of City Data.

13.2.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of

City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.2.2 Use of Generative Artificial Intelligence in Deliverables. Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.2.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors’ environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.3 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.4 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.5 **Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 **Appendices.** The following appendices (“Appendices” in the plural and each an “Appendix” in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- A: Scope of Services
- B: Calculation of Charges

Article 15 MacBride And Signature

15.1 **Reserved (MacBride Principles – Northern Ireland).**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

Kelly Dearman
Executive Director
Department of Disability and Aging Services

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie Lopez
Deputy City Attorney

Approved:
Direct Purchase under Administrative Code 21.04

CONTRACTOR

San Francisco In-Home Supportive Services Public Authority

Eileen Norman
Executive Director
832 Folsom Street, 9th Floor
San Francisco, CA 94107

Federal Tax ID #: 68-0376444
City Supplier ID #: 0000011189
DUNS Number : 115794740

Appendices

- A: Scope of Services
- B: Budget
- C: Method of Payment
- D: Federal Award Information
- E: Federal Requirements Subcontractors
- F: Additional Federal Requirements

**Appendix A – Services to be Provided
San Francisco IHSS Public Authority
Independent Provider Mode – In-Home Supportive Services
July 1, 2026 – June 30, 2031**

I. Purpose of Agreement

The purpose of the agreement is to improve services under the Independent Provider Mode for In-Home Supportive Services (IHSS) recipients in the City and County of San Francisco. In order to accomplish this goal, the major service areas are:

- A.** Maintaining an Independent Provider worker registry;
- B.** Providing and administering health and dental benefits for Independent Providers;
- C.** Participating in Independent Provider group orientation as needed, conducting LiveScans and processing of criminal background checks of potential Independent Providers;
- D.** Providing a Mentorship Program for IHSS Recipients
- E.** Providing a One Stop Resource Center for IHSS recipients and Independent Providers, which includes trainings for IHSS recipients and providers, distribution of limited safety and protective supplies, Bus Passes, and Provider ID Cards to Independent Providers;
- F.** Providing stipends to Union Stewards for performance of Union related activities in accordance with the current Collective Bargaining Agreement between SEIU 2015 and Contractor; and
- G.** Staffing and coordinating the activities of the San Francisco IHSS Public Authority Governing Body.

II. Definitions

ACL	All County Letter
CARBON	SFHSA’s web-based Contracts Administration, Reporting, and Billing On-line System
CDSS	California Department of Social Services
City	City and County of San Francisco, a municipal corporation
CMIPS	Case Management Information and Payroll System, the statewide IHSS database
COBRA	Consolidated Omnibus Reconciliation Act of 1985
CORI	Criminal offender record information
DAS	Department of Disability and Aging Services
IHSS	In-Home Supportive Services

IHSS Eligible	An individual who is currently: (1) an IHSS recipient; or (2) a Medi-Cal recipient and has applied for In Home Supportive Services through the San Francisco Department of Disability and Aging Services.
IP	Independent Provider of IHSS
IPAC	Independent Provider Assistance Center
Mentee	An IHSS recipient who receives PA Mentorship Services.
Mentor	A Public Authority employee familiar with IHSS and/or other Medi-Cal services from either previous work experience or personal experience as a Recipient or Provider.
PEAU	Provider Enrollment Appeals Unit
Recipient	An individual who has been assessed and authorized by DAS Social Workers to receive personal care, domestic, and related services through the San Francisco IHSS Program.
SFHSA	San Francisco Human Services Agency
SNF	Skilled Nursing Facilities such as Laguna Honda Hospital
SOC 852	Notice to Applicant Provider of Provider Ineligibility Due to Tier 1 Crimes (SOC 852)
SOC 852 A	Notice to Applicant Provider of Provider Ineligibility Due to Tier 2 Crimes (SOC 852A)
SOC 855 A	Notice to Recipient of Provider Ineligibility Due to Tier 1 Crimes (SOC 855A)
SOC 855 B	Notice to Recipient of Provider Ineligibility Due to Tier 2 Crimes (SOC 855B)
SOC 856	To Request an Appeal (SOC 856)
SOC 857	Notice to Recipient of Provider Eligibility County/PA/NPC Acknowledgement of Receipt of Waiver (SOC 857)
SOC 858 A	Notice to Provider of Provider Ineligibility—Tier 1 Crimes Ineligibility—Subsequent Conviction (SOC 858A)
SOC 858 B	Notice to Provider of Provider Ineligibility—Tier 2 Crime Ineligibility—Subsequent Conviction (SOC 858B)

SOC 859 A	Notice to Recipient of Provider Ineligibility—Tier 1 Crimes Ineligibility—Subsequent Conviction (SOC 859A)
SOC 859 B	Notice to Recipient of Provider Ineligibility—Tier 2 Crimes Ineligibility—Subsequent Conviction (SOC 859B)
SOC 862	IHSS Recipient Request for Provider Waiver form (SOC 862)
SOC 863	IHSS Applicant Provider Request for General Exception form (SOC 863)
SOC 881	IHSS Provider Request to Remain Active in CMIPS
SOGI	Sexual Orientation and Gender Identity; <i>Ordinance No. 159-16</i> amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (<i>Chapter 104, Sections 104.1 through 104.9</i>).
Tier 1	W & I Code Section 12305.81 – which prohibits any individual who in the last 10 years has been convicted of, or incarcerated following a conviction for, a crime involving fraud against a government health care or supportive services program, or a violation of subdivision (a) of section 273a of the Penal Code (PC) (abuse of a child under circumstances/conditions likely to produce great bodily harm or death), or Section 368 of the PC (abuse of an elder or dependent adult), or similar violations in another jurisdiction. (apply to felony and misdemeanor offenses.)
Tier 2	Exclusionary crimes including: W&IC section 12305.87 and include the following: – A violent or serious felony, as specified in PC section 667.5(c), and PC section 1192.7(c); – A felony offense for which a person is required to register as a sex offender, pursuant to PC section 290(c); and

	– A felony offense for fraud against a public social services program, as defined in W&IC section 10980(c)(2) and (g)(2).
Vendors	Entities contracted with IHSS-PA for Health and Dental Benefits

III. Target Population

This program is designed to serve all people who can benefit from the services outlined in this Appendix, and particularly those demonstrating the greatest economic and social need. To ensure that the most vulnerable people are aware of and can benefit from this program, The San Francisco IHSS Public Authority shall ensure that program services are accessible to:

- A. Persons with low to moderate income
- B. Persons who are socially isolated
- C. Persons with limited English-speaking proficiency
- D. Persons from communities of color or communities that have historically been under-served
- E. Members of the LGBTQIA+ community
- F. Persons at risk of institutionalization
- G. Worker Registry: The Registry target populations consist of all IHSS Recipients of the San Francisco IHSS program, all individuals who are already working as IPs, as well as individuals who are seeking employment as an IP.
- H. IHSS Provider Benefits Administration Service: The target population consists of IHSS IPs enrolled with IHSS and who meet eligibility requirements to enroll in the health and dental benefits provided by the San Francisco IHSS Public Authority as defined by the Collective Bargaining Agreement between SEIU 2015 and the Contractor.
- I. Independent Provider Enrollment Service: The target population consists of individuals who apply to become IPs in the San Francisco IHSS program. Applicants who clear all State requirements to become IPs are then enrolled to provide IHSS home care services.
- J. IHSS Mentorship Services: IHSS-eligible Recipients in the process of discharging from institutional-living settings to community living in San Francisco; or Current Recipients who are in need of short-term support to remain living independently in the community; and Current Recipients who need help hiring and managing an IP.
- K. One Stop Resource Center: IPs of IHSS in need of additional support and training around working with IHSS Consumers, self-care, and professional home care strategies and techniques. Community Support Staff in search of additional information and resources related to IHSS.
- L. Union Shop Steward Payment for Union Activities: Maximum of eleven (11) IP Union Stewards annually identified by SEIU 2015 of performing activities falling within the scope of representation of IHSS IPs. These Union Stewards will receive stipends and will not be considered employees of the Contractor,

nor will the San Francisco IHSS Public Authority be responsible for the Union Stewards' performance of activities for which they receive a stipend.

- M.** San Francisco IHSS Public Authority Governing Body: IHSS Recipients over the age of 55 years, authorized to represent organizations that advocate for aging adults. IHSS Recipients between the ages of 18 and 60 years, authorized to represent organizations that advocate for younger people with disabilities. IHSS Providers who provide personal assistance services to an IHSS recipient. Members of the DAS, DPH, HSA, MOD Commissions.

IV. Description of Services

San Francisco IHSS Public Authority shall provide the following services during the term of this contract:

A. Worker Registry

Registry services are intended to benefit Recipients by aiding them in hiring an IP who comes as close as possible to meeting their individual needs, so that they can form a stable employer relationship with the IP.

- (1) San Francisco IHSS Public Authority shall design and maintain a Registry database of IPs who have cleared Registry screening, IHSS IP enrollment and basic training. The Registry database will serve the purpose of compiling appropriate referral lists for IHSS Recipients who request such assistance.
- (2) San Francisco IHSS Public Authority shall recruit and enroll IPs to the Registry on an ongoing basis, ensuring both the number and diversity of active Registry IPs best meets the service and language needs of IHSS Recipients. The demographics of registry IPs should reflect the cultural and linguistic makeup of the IHSS recipient population using the Registry.
- (3) San Francisco IHSS Public Authority shall encourage Registry IPs to participate in personal care assistance training offered through the DAS funded IP Training Program.
- (4) San Francisco IHSS Public Authority shall receive referrals from DAS Social Workers for Recipients in need of Registry services. Recipients may also self-refer to the Registry.
- (5) Within two business days of receipt of a Registry referral, San Francisco IHSS Public Authority shall call and attempt to assist the Recipient in finding an IP by conducting a brief screening to ascertain the Recipient's needs and preferences in order to provide a list of IPs for possible hire.
- (6) San Francisco IHSS Public Authority shall email or mail Recipients with a list of at least 5 Registry IPs, whose skills match the Recipient's service and language needs as closely as possible, immediately following the phone screening.

- (7) will identify Recipients who need help in the hiring process and refer them to the Mentorship Program.
- (8) San Francisco IHSS Public Authority shall refer Registry Recipients who are unable to hire an IHSS IP and who may need IHSS Contract Mode services to the appropriate IHSS Social Worker.
- (9) San Francisco IHSS Public Authority shall conduct (2) follow ups with Registry Recipients within 15 and 30 business days after sending out a list to determine how things are going and if the recipient has hired from the list. Follow-up shall be documented.

San Francisco IHSS Public Authority Responsibilities

- (1) San Francisco IHSS Public Authority shall analyze demographics of IHSS recipient and Registry IP populations at least quarterly. If Registry IP demographics do not match those of Registry Recipients, the Registry will demonstrate efforts to recruit a more culturally and linguistically representative Registry group.
- (2) San Francisco IHSS Public Authority shall check in with Registry IPs monthly to verify their continued interest and eligibility for the program.
- (3) San Francisco IHSS Public Authority will intervene with Registry IPs who have a documented pattern of not calling back or showing up for interviews with Registry Recipients by providing training, coaching and possible termination from Registry.
- (4) San Francisco IHSS Public Authority will track numbers of users of Registry services on a daily, weekly, and monthly basis.
- (5) San Francisco IHSS Public Authority will ensure the Registry database contains at least 5 active and available Providers who match Recipient needs/preferences for each list requested by a Registry user. Recruitment will be made through outreach and presentations as necessary to maintain Registry size and diversity.
- (6) San Francisco IHSS Public Authority shall develop policy guidelines for referring Recipients and IPs to the Union and/or the Independent Provider Assistance Center (IPAC) for questions regarding union contract or contact info, timesheets, or payroll. San Francisco IHSS Public Authority shall ensure Registry staff are knowledgeable about IPAC services, and there is a clear protocol for referring questions/issues to the Union or IPAC.

- (7) San Francisco IHSS Public Authority shall require that potential Registry IPs applying to be active on the Registry have met all legal requirements to become an IHSS IP, including having passed a Department of Justice criminal background check, as well as verifying that they are active in Case Management Information and Payroll System (CMIPS).
- (8) San Francisco IHSS Public Authority shall require that all IPs joining the Registry attend a Registry orientation, either virtually or in-person.
- (9) San Francisco IHSS Public Authority shall maintain policies and procedures relating to the conduct of both IHSS Registry Recipients and Registry IPs. The San Francisco IHSS Public Authority shall implement a protocol by which IPs and Recipients who do not follow established rules and guidelines including but not limited to: assault, threats of violence, harassment, repeated timesheet fraud, theft, and other major violations may no longer utilize Registry services. San Francisco IHSS Public Authority and DAS staff will inform each other of conduct problems of Recipients and IPs and collaboratively address issues. Documentation of violations and determinations will be maintained through this process and retained for monitoring.
- (10) San Francisco IHSS Public Authority shall notify the assigned DAS Social Worker by email the same day a Registry list has been sent to a recipient, and shall retain documentation for monitoring.
- (11) San Francisco IHSS Public Authority will maintain records for reporting purposes of the following: Outcomes for registry Recipients seeking to connect with an IP, IHSS Social Worker notifications (both initial and follow-up), as well as Recipients decisions about termination of services for Recipients or Providers with violations mentioned in bullet (9) above.

B. IHSS Provider Benefits Administration Service

San Francisco IHSS Public Authority shall provide the following services during the term of this contract:

- (1) Regular analysis and maintenance of IP eligibility for health and dental benefits;
- (2) Dissemination of IP enrollment information and applications;
- (3) Information and referral services for IP health and dental coverage questions;
- (4) Assistance to IPs during open enrollment to add and/or change coverage;
- (5) Enrollment of IPs into benefits upon receipt of health and dental applications;

- (6) Termination of benefits for IPs who become ineligible; and
- (7) Collaboration with vendors to update eligibility list and notify all potential COBRA beneficiaries of available benefits within 30 days.

San Francisco IHSS Public Authority Responsibilities

- (1) San Francisco IHSS Public Authority shall receive and review all enrollment applications to determine eligibility for health and dental insurance coverage. (If the application is submitted before the 12th of each month, coverage will start on the 1st of the following month.)
- (2) San Francisco IHSS Public Authority shall notify vendor of IPs of enrollment status. Vendor will mail out the welcome application packets to eligible IPs.
- (3) San Francisco IHSS Public Authority shall follow procedures to ensure that all qualified IPs have proper health and dental insurance coverage.
- (4) San Francisco IHSS Public Authority shall notify IPs when they are at risk of losing health and dental benefits due to work reduced hours.
- (5) San Francisco IHSS Public Authority shall respond promptly to IP inquiries regarding health and dental insurance coverage.
- (6) San Francisco IHSS Public Authority shall assist IPs with resolving discrepancies of coverage.
- (7) San Francisco IHSS Public Authority shall ensure that all records pertaining to health and dental insurance are safely stored.
- (8) San Francisco IHSS Public Authority shall collect and analyze benefit participation/utilization data for monthly, quarterly and annual reports to DAS.

C. Independent Provider Enrollment Service

San Francisco IHSS Public Authority shall:

- (1) Provide free and/or low-cost fingerprinting services to IP population at Contractor's office during specified business hours;
- (2) Receive Criminal Offender Record Information (CORI) for all applicants to ensure that State eligibility requirements are met for their enrollment as IPs;
- (3) Respond to all applicant requests regarding criminal background check status;
- (4) Update CMIPS of all eligible and ineligible IPs;

- (5) Process all Provider appeals of criminal background check results; and
- (6) Communicate with IPs who have not worked for 12 months regarding continued eligibility.

San Francisco IHSS Public Authority Responsibilities

- (1) LiveScan services
 - a. Maintain certification to perform LiveScan services.
 - b. Maintain LiveScan equipment and trained staff to provide fingerprinting services.
 - c. Accept payments and provide receipts for services rendered, unless covered by budgeted free fingerprinting.
 - d. Provide LiveScan services during consistent and published times at Contractor's office.
- (2) Provider CORI information
 - a. San Francisco IHSS Public Authority shall analyze CORI from the DOJ for Tier 1 or Tier 2 Convictions.
 - b. San Francisco IHSS Public Authority shall determine individual eligibility for IHSS service provision.
 - c. San Francisco IHSS Public Authority shall enter individual eligibility information into CMIPS.
 - i. San Francisco IHSS Public Authority shall develop procedures to ensure that IPs who have gone through the fingerprinting process have an accurate record in CMIPS such as SSN, name and address.
 - d. San Francisco IHSS Public Authority shall notify recipient and prospective IPs of eligibility determination using appropriate State notification forms.
 - e. Per ACL 10-05, San Francisco IHSS Public Authority shall:
 - i. Destroy criminal history record information immediately following determination of applicants who have cleared.
 - ii. Retain the criminal history record information of applicants who are disqualified based on a criminal record for a period of one year, for purposes of any legal appeal the provider may file.
- (3) Applicant requests
 - a. San Francisco IHSS Public Authority shall develop and implement procedures to respond to fingerprint status inquiries in a timely fashion.
- (4) Appeals
 - a. San Francisco IHSS Public Authority shall develop and implement procedures to receive applicant appeals and respond to questions regarding appeals.
 - b. San Francisco IHSS Public Authority shall forward all appeals to the state Provider Enrollment Appeals Unit (PEAU).

- c. San Francisco IHSS Public Authority shall share CORI information with the PEAU, applicant, and recipient according to State IHSS regulations.

(5) Inactive Providers

- a. San Francisco IHSS Public Authority shall send form SOC 881 via mail to IPs who have not submitted timesheets in 12 months.
- b. San Francisco IHSS Public Authority will deactivate IPs who do not request to remain active in CMIPS.

D. IHSS Mentorship Services

San Francisco IHSS Public Authority shall:

(1) Outreach and Referral

- a. San Francisco IHSS Public Authority will develop an outreach plan to inform Skilled Nursing Facilities (SNFs), IHSS Recipients, DAS Social Workers, and other community partners how individuals can access the IHSS Recipient Mentoring Services.
- b. San Francisco IHSS Public Authority will conduct sufficient outreach to achieve an annual unduplicated population of 100 Mentees.

(2) Receipt of Mentee referrals

- a. San Francisco IHSS Public Authority will receive referrals from PA Registry Staff, IHSS Social Workers, and SNFs for target population.
- b. San Francisco IHSS Public Authority will engage with potential Mentee within 3 business days of receiving the referral.

(3) Mentee Assessment

- a. San Francisco IHSS Public Authority will conduct a Mentorship Intake to understand the Mentee's goals within IHSS. After assessment, Mentee will be matched with a Mentor to provide training and assistance with hiring, getting care started, and retaining an IP.

(4) Recipient Training

- a. San Francisco IHSS Public Authority will provide training and coaching on how to be a successful employer of an IP. Provide training on topics such as "Finding an IP", "Getting Started with an IP" and "Communications Strategies."

(5) Skilled Nursing Facility Discharge Mentoring

- a. San Francisco IHSS Public Authority will assist IHSS-eligible Recipients in the process of discharging from SNFs with hiring and training IPs or working with Contract Mode Home Care Providers.
- b. San Francisco IHSS Public Authority will provide coaching on how to be a successful employer of an IP or a successful user of IHSS Contract Mode.

San Francisco IHSS Public Authority Responsibilities

- (1) Skilled Nursing Facility Discharge mentoring
 - a. San Francisco IHSS Public Authority will provide Mentors to work with Mentees leaving SNFs on topics that will include, but not be limited to:
 - i. Accessing community-based resources;
 - ii. Hiring, managing, and retaining IPs;
 - iii. Accessing and using public transportation;
 - iv. Review and discuss authorized service needs.

- (2) San Francisco IHSS Public Authority will assist Mentee and IP with planning homecare after discharge.
 - a. Assist to coordinate start date for IP's employment; and
 - b. Assist in developing IP's regular schedule.

- (3) San Francisco IHSS Public Authority will contact Mentee one (1) month and three (3) months after discharge from the facility to assess the Mentee's satisfaction with the mentorship services and to determine the level of stability in living in the community. Additional earlier follow up may also be conducted, if necessary. All follow up activities will be documented in recipient records.

- (4) Mentee Records
 - a. San Francisco IHSS Public Authority will create records for all Mentees accessing Mentorship Services. Mentee Records will include:
 - i. Mentorship Intake
 1. Assessment of Mentee hiring needs
 2. Notes on interviewing and hiring process
 3. Outcome of hiring attempts
 - ii. Mentee training records
 1. List of training modules provided
 2. Documentation of provided training
 - iii. All staff contact with and about Mentee will be documented in case notes. This includes in-person visits, phone calls and collateral contacts with other agencies etc.

- (5) Mentor Recruitment and Qualification
 - a. San Francisco IHSS Public Authority will recruit and maintain an adequate number of Mentors to meet the annual Service Objectives.
 - b. Mentors will complete Mentorship training prior to providing services.

- (6) Mentor Training
 - a. San Francisco IHSS Public Authority will develop a training curriculum specific to the needs of new IHSS Mentors.
 - b. San Francisco IHSS Public Authority will provide all new Mentors with training.

- c. San Francisco IHSS Public Authority will maintain records of Mentor training attendance.

E. One Stop Resource Center

San Francisco IHSS Public Authority shall:

- (1) Provide a resource center that is accessible to target population digitally, telephonically and on-site during regular business hours.
- (2) Design, implement and evaluate safety and protective supplies distribution pilot as required in the current IP Collective Bargaining Agreement between SEIU 2015 and Contractor.

San Francisco IHSS Public Authority Responsibilities

- (1) San Francisco IHSS Public Authority will ensure that trainings and resources contain relevant and up-to-date information for Recipients and IPs.
- (2) San Francisco IHSS Public Authority will conduct outreach and marketing to ensure IHSS Recipients and IPs are aware of trainings and workshops.
- (3) San Francisco IHSS Public Authority will ensure resources in One Stop Center are relevant to IHSS Recipients and IPs and are up-to-date. Staff in the One Stop Resource Center, will be knowledgeable about IHSS and available resources and will make referrals and linkages to needed community services.
- (4) San Francisco IHSS Public Authority will develop and implement policies and procedures to ensure equitable distribution of safety and protective supplies to IPs.

F. Union Shop Steward Payment for Union Activities

San Francisco IHSS Public Authority shall:

- (1) SEIU 2015 will recruit, train and monitor eleven (11) Union Stewards to perform Union related activities such as:
 - a. negotiations;
 - b. maintaining a Union visibility at the Public Authority Office that does not unreasonably interfere with office activities;
 - c. having a role in new provider orientations to inform applicants about the Union;
 - d. representing IPs who have grievances or problems;
 - e. posting information on the bulletin board provided for the Union; and
 - f. assisting IPs with navigating the IHSS program.
- (2) Monthly SEIU 2015 will track and submit to San Francisco IHSS Public Authority up to eight (8) hours performed by the identified Union Stewards in a mutually agreeable format and time.
- (3) San Francisco IHSS Public Authority will provide individual stipend checks to Union Stewards upon receipt of approved hours within a mutually agreeable time.

San Francisco IHSS Public Authority Responsibilities

- (1) Develop and implement a process with SEIU 2015 to identify, track and pay stipends to up to eleven (11) Union Stewards for up to 8 hours of authorized Union activity per month.
- (2) Ensure that each identified Union Steward receives and signs proper independent San Francisco IHSS Public Authority forms and documentation.
- (3) Distribute checks to individual IP Union Stewards who have been identified and verified to have performed authorized hours by SEIU 2015.
- (4) Keep accurate and compliant records of stipend program.

G. San Francisco IHSS Public Authority Governing Body

The IHSS Public Authority Governing Body is established in Chapter 70 of San Francisco's Administrative Code and functions as a board with responsibility for providing high level direction to the IHSS Public Authority. The members of the Governing Body are appointed by the Board of Supervisors and must reside in San Francisco. Additionally, members must have familiarity with, or knowledge of personal assistance services; the capacity to understand their role to aid and assist the IHSS Public Authority in the administration of its duties; and the ability to participate in regularly scheduled meetings. The San Francisco IHSS Public Authority is responsible for supporting and coordinating the activities of the Governing Body.

San Francisco IHSS Public Authority shall:

- (1) Recruit and appoint members of the Governing Body to fill the 13 membership seats designated by the Board of Supervisors.
- (2) Adhere to the enacted Governing Body Bylaws.
- (3) Facilitate six (6) Governing Body Meetings throughout the year.
- (4) Facilitate quarterly Finance Committee meetings to review fiscal budgets and planning.

San Francisco IHSS Public Authority Responsibilities

- (1) Appoint and conduct annual performance evaluations of the Public Authority Executive Director.
- (2) Review and approve annual program and operating budgets.
- (3) Review and approve annual fiscal audit.
- (4) Report on Commission action items that affect the IHSS community.

V. Location and Time of Services

Address:

832 Folsom St. 9th floor, San Francisco, CA 94107

Office Hours:

Monday – Friday: 9am-5pm (closed 12pm-1pm)

Livescan Hours (by appt) Tuesday – Thursday: 9:30am – 4:20pm
PPE Pick-Up (by appt) Monday: 10am – 3pm
ID Cards Monday: 10am – 12pm

VI. Service Objectives

On an annual basis, San Francisco IHSS Public Authority shall meet the following service objectives:

A. Worker Registry

- (1) San Francisco IHSS Public Authority will provide Registry lists to at least 1,000 unduplicated Recipients annually.
- (2) San Francisco IHSS Public Authority will maintain a 1:5 ratio of diverse IPs on the Registry at any given point in time. (of Registry Recipients to IPs on list)

B. IHSS Provider Benefits Administration

- (1) 100% of eligible IPs will receive health, dental, and/or COBRA enrollment packets within 30 days of when the San Francisco IHSS Public Authority receives CMIPS data.

C. Independent Provider Enrollment Service/Fingerprinting

- (1) 100% of all Criminal Offender Record Information will be processed by the San Francisco IHSS Public Authority within 5 working days of receipt.
- (2) San Francisco IHSS Public Authority will complete at least 500 LiveScans annually.

D. IHSS Recipient Mentorship Program

- (1) San Francisco IHSS Public Authority will serve at least 100 unduplicated Mentees annually. Served means engagement with Mentorship Services and completion of Mentorship Intake.
- (2) San Francisco IHSS Public Authority will assist at least 20 unduplicated Mentees in discharging from long-term care institutions to independent living annually.

VII. Outcome Objectives

On an annual basis, San Francisco IHSS Public Authority will meet the following service objectives:

A. Worker Registry

- (1) 75% of Recipients using Registry services will have an active Provider (as verified in CMIPS II) within 60 days of receiving their first list. (Pending data points in CMIPS to measure this outcome)
- (2) In a written survey approved by HSA and conducted by the Contractor, a minimum of 85% of the Recipients will indicate:
 - a. General satisfaction with the Registry services provided (4 or 5 on a five point scale.) Recipients state they feel safe in the care of the Providers (4 or 5 on a five point scale.)

B. IHSS Provider Benefits Administration

- (1) 100% of qualified IPs submitting enrollment packets will be subsequently enrolled into appropriate plans.

C. Independent Provider Enrollment Service/Fingerprinting

- (1) 100% of criminal background checks will be appropriately and stringently processed to ensure recipient safety.

D. IHSS Recipient Mentoring Service

- (1) 75% of Mentees will have an active IP within 90 days of engagement in Mentorship Services. (Pending data points in CMIPS to measure this outcome)
- (2) 90% of Mentees who started Mentorship services while residing in a SNF will report that their Mentor helped them transition from SNF care to IHSS services.
- (3) 90% of Mentees report general satisfaction with the Mentorship services (4 or 5 on a five point scale).

VIII. Data Collection and Reporting Requirements

- A. San Francisco IHSS Public Authority will provide a monthly report of activities, referencing the tasks as described in Section VI & VII- Service and Outcome Objectives. San Francisco IHSS Public Authority will enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. San Francisco IHSS Public Authority will provide an annual report summarizing the agreement activities, referencing the tasks described in Section VI & VII- Service and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Contractor. San Francisco IHSS Public Authority will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- C. San Francisco IHSS Public Authority will send the following data points on a monthly and quarterly basis to the County by the 15th of the following month:

(1) Worker Registry:

- a. Recipients: number of referrals, number/percentage of Recipients engaged in services, number of lists sent to Recipients, Average # of lists sent to Recipients, and number/percentage of Recipients who were referred in the past 60 days and had 1+ provider linked.
- b. Providers: Number of Registry provider applications received, number of registry Providers onboarded, number of “active” registry Providers, Providers, number of Registry Providers not actively seeking work (employed with 1+ Recipients) and average length between application to acceptance on Registry.

(2) Health and Dental Benefits:

- a. Number of eligible Providers, number of enrollment packets sent, percentage of packets sent to eligible Providers, number of submitted

packets, number of enrollments, percentage of enrollments of Providers that submitted packets, number of terminations, number of disenrollments, and percentage of eligible Providers enrolled in benefits.

- (3) LiveScan and Criminal Background Checks:
 - a. Number of records processed, number of tier 1 & 2, number of LiveScans completed, percentage of records processed within 5 days.
 - (4) Mentorship:
 - a. Number of referrals from SNFs, number of referrals from DAS/Registry, number of referrals from community partners, number of self-referrals, number of hospital discharges, number of Mentorship Intakes completed, number of Mentees paired with a Mentor.
 - (5) One-Stop Resource Center:
 - a. Number of One-Stop Resource Center workshop and training attendees number of trainees that found the training or workshop helpful, number of trainings and workshops offered, number of users (drop-in and telephone) of the One Stop Center, and number of Consumers and Providers who received resource assistance (in-person or virtually)
 - b. Number of personal protective equipment (PPE) distributed, and number of Provider identification badges produced.
 - c. Number of recruitment events and attendees
 - (6) IHSS Public Authority Governing Body
 - a. Coordinate and staff 6 public meetings a year.
 - b. Ensure all Governing Body membership seats are filled and that appointed representatives meet the criteria that is detailed in Chapter 70 of the Administrative Code.
- D. San Francisco IHSS Public Authority will enter the following services measures monthly into the CARBON system:**
- (1) Worker Registry: Number of unduplicated Recipients to whom Registry lists was provided.
 - (2) IHSS Provider Benefits Administration: Number of qualified IPs submitting enrollment packets who are subsequently enrolled into appropriate plans.
 - (3) Independent Provider Enrollment Service: Number of Criminal Offender Records processed by the San Francisco IHSS Public Authority during reporting month.
 - (4) IHSS Recipient Mentoring Service: Number of unduplicated Mentees served during reporting month.
 - (5) Governing Body: Number of meetings staffed and coordinated
- E. San Francisco IHSS Public Authority will provide Ad Hoc reports as required by the Department.**
- F. Quarterly and Annual Reports will be entered into the Contracts Administration, Reporting, and Billing Online (CARBON) system.**

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

Tara.Alvarez@sfgov.org

Contract Manager, Office of Contract Management, SFHSA

or

Michael.Powell@sfgov.org

Program Support Analyst, In-Home Supportive Services Program
and

Jessie.Latch@sfgov.org

Program Manager, In-Home Supportive Services Program, SFHSA

IX. Monitoring Activities

- A. Program Monitoring:** Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring:** Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**HUMAN SERVICES AGENCY BUDGET SUMMARY
BY PROGRAM**

Grantee/Contractor: San Francisco In Home Supportive Services Public Authority						Full Term:	7/1/26 - 6/30/31
Program: Independent Provider Mode						Effective Date:	
New <input type="checkbox"/> Modifier <input type="checkbox"/> Revisor <input type="checkbox"/> (Check One)						Modification #	
	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/29 - 6/30/30	7/1/30 - 6/30/31	7/1/26 - 6/30/31	
Expenses	Original	Original	Original	Original	Original	Total	
Salaries & Benefits	\$3,802,623	\$3,916,464	\$4,033,919	\$4,155,266	\$4,279,671	\$20,187,943	
Operating-Direct	\$1,396,073	\$1,346,973	\$1,363,322	\$1,380,129	\$1,397,411	\$6,883,908	
Subtotal	\$5,198,696	\$5,263,437	\$5,397,241	\$5,535,395	\$5,677,082	\$27,071,851	
Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	
Indirect Costs (Line 16 X Line 15)	\$779,804	\$789,516	\$809,586	\$830,309	\$851,562	\$4,060,777	
Consultant/Subcontractor (\$50,000+)	\$122,500	\$115,100	\$117,500	\$120,125	\$125,829	\$601,054	
Direct Client Pass-Through	\$135,404,492	\$153,127,740	\$172,381,865	\$193,118,704	\$215,318,986	\$869,351,787	
Capital Expenses	\$65,000	\$11,000	\$11,000	\$11,000	\$11,000	\$109,000	
Total Expenses	\$141,570,492	\$159,306,793	\$178,717,192	\$199,615,533	\$221,984,459	\$901,194,469	
HSA / DAS Revenues							
General Fund	\$28,314,098	\$31,861,359	\$35,743,438	\$39,923,107	\$44,396,892	\$180,238,894	
State	\$42,471,148	\$47,792,038	\$53,615,158	\$59,884,660	\$66,595,338	\$270,358,341	
Federal	\$70,785,246	\$79,653,397	\$89,358,596	\$99,807,767	\$110,992,230	\$450,597,234	
Total HSA / DAS Revenues	\$141,570,492	\$159,306,793	\$178,717,192	\$199,615,533	\$221,984,459	\$901,194,469	
Grantee/Contractor Revenues							
Total Grantee/Contractor Revenues							
Total Revenues	\$141,570,492	\$159,306,793	\$178,717,192	\$199,615,533	\$221,984,459	\$901,194,469	
Prepared by and Date:							
Telephone No. & Email:						HSA Budget Form (3/24)	

Operating Expenses Detail

	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/29 - 6/30/30 Original	7/1/30 - 6/30/31 Total	7/1/26 - 6/30/31 Total
Expenditure Category						
Rental of Property	\$530,134	\$465,134	\$465,134	\$465,134	\$465,134	\$2,390,670
Utilities(Elec, Water, Gas, Phone, Garbage)	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648	\$238,912
Office Supplies, Postage	\$55,000	\$56,650	\$58,350	\$60,101	\$61,904	\$292,005
Building Maintenance Supplies and Repair						
Communications, Printing and Reproduction	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$265,456
Insurance	\$41,000	\$42,230	\$43,497	\$44,802	\$46,146	\$217,675
Staff Training	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Staff Travel-(Local & Out of Town)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Rental of Equipment						
Consulting/Professional Services						
Consultant A (first \$50k; anything over on next tab)						
Subcontractor A (first \$50k; anything over on next tab)						
Shop Stewards	\$43,827	\$45,142	\$46,496	\$47,891	\$49,328	\$232,684
Independent Financial Auditor	\$31,000	\$32,000	\$33,000	\$34,000	\$35,000	\$165,000
Legal Counsel	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
IT/Tech Services	\$44,845	\$46,190	\$47,576	\$49,003	\$50,473	\$238,087
SalesForce Software & Consultants	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Bookkeeping, HRIS & Payroll Services (Paychex)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Other	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Other						
Bank Service, Charges and Fees	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000
Education & Outreach (Incl. SDN)	\$49,250	\$49,250	\$49,250	\$49,250	\$49,250	\$246,250
Exchange (Monthly Email Service - Cloud)	\$4,000	\$4,120	\$4,244	\$4,371	\$4,502	\$21,237
CAPA Annual Dues	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$110,000
Mentorship Program Salaries and Benefits	\$196,537	\$202,433	\$208,506	\$214,761	\$221,204	\$1,043,441
Mentorship Program: Training/Meetings/Materials/Consultants	\$16,480	\$16,974	\$17,483	\$18,007	\$18,547	\$87,491
Governing Body Stipends & Ansilary	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$65,000
Governing Body Communciations and Expenses	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$60,000
CICA Membership	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Total Operating Expense	\$1,396,073	\$1,346,973	\$1,363,322	\$1,380,129	\$1,397,411	\$6,883,908

HSA Budget Form (3/24)

Subcontractors-Pass Thru

	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/29 - 6/30/30 Original	7/1/30 - 6/30/31 Original	7/1/26 - 6/30/31 Total
Consultant/Subcontractor						
SalesForce Software & Consultants	\$70,000	\$72,100	\$74,000	\$76,220	\$80,007	\$372,327
Bookkeeping, HRIS & Payroll Services (Paychex)	\$12,500	\$13,000	\$13,500	\$13,905	\$15,822	\$68,727
Other	\$40,000	\$30,000	\$30,000	\$30,000	\$30,000	\$160,000
Total Subcontractor	\$122,500	\$115,100	\$117,500	\$120,125	\$125,829	\$601,054
Direct Client Pass-Through						
Direct Client Pass-Through A						
Direct Client Pass-Through B						
IP Transit Passes	\$516,000	\$516,000	\$516,000	\$516,000	\$516,000	\$2,580,000
IP Life Enhancement Fund	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
IP Supplies & ID Cards / Job Related Safety Equipm	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$180,000
BioMetrics4All & DOJ Per Person Expense	\$172,000	\$172,000	\$172,000	\$172,000	\$172,000	\$860,000
Health Insurance - SF Health Plan	\$131,505,620	\$149,143,521	\$168,323,786	\$188,983,421	\$211,182,910	\$849,139,258
Dental Insurance - Liberty Dental	\$3,064,872	\$3,150,219	\$3,224,079	\$3,301,283	\$3,302,076	\$16,042,529
Subcontracted IP Training	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Total Direct Client Pass-Through	\$135,404,492	\$153,127,740	\$172,381,865	\$193,118,704	\$215,318,986	\$869,351,787

HSA Budget Form (3/24)

Capital Expenses Detail

	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/29 - 6/30/30 Original	7/1/30 - 6/30/31 Original	7/1/26 - 6/30/31 Total
Equipment (any single item \$10k+)						
Copiers		\$11,000			\$11,000	\$22,000
Laptops / Monitors / Telephones			\$11,000	\$11,000		\$22,000
Phone and Internet line purchase/instalation	\$5,000					\$5,000
Remodeling						
Additional Office Cubicles	\$35,000					\$35,000
Remodeling	\$15,000					\$15,000
Lobby, Confrence Rm, & training rm furniture	\$10,000					\$10,000
Total Capital Expenditure (Equipment and Remodeling Cost)	\$65,000	\$11,000	\$11,000	\$11,000	\$11,000	\$109,000

HSA Budget Form (3/24)

Appendix C – Method of Payment

- I. In accordance with Article 3 of the Contract Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 3, Section 3.3 Compensation.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA’s web-based Contracts Administration, Reporting, and Billing Online (CARBON) system at: <https://contracts.sfhhsa.org>

Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor 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: <https://sf.gov/get-paid-your-vendor-services>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Contractor’s proposal and specified in the contract.
 - C. The invoice shall show by line item:
 - Budgeted amount (per approved contract budget or modification)
 - Expenses for invoice period
 - Expenses year-to-date
 - % of budget expended
 - Remaining balance
 - Adjustments, including advance payment recovery
 - Program income when specified in the contract agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, % FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Contractor may adjust items within the existing budget of the contract.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Contractor must keep and make available as requested such

supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Contractor's accounting system
- Documentation should be submitted with the invoice for any and all Capital Expenses and/or Equipment of \$10,000 or more.
- Contractor shall supply back-up documentation for any individual lines exceeding \$5,000 on a monthly invoice (i.e. bill with proof payment or paid receipt).
- Indirect costs shall not be applied to Capital Expenses, Equipment of \$10,000 or more, Direct Client Pass-Thru Funds, or Subcontractor Expenses exceeding \$50,000.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other, then the following documentation shall also be included with each invoice submission:

List any Federal Awarding Agency and ALN or other Identification # below:

1. 93.778
2. _____
3. _____
4. _____

VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 30 calendar days after receipt of the invoice.

VII. Within 45 days after the end of the contract period, Contractor shall submit a final report reflecting actual expenditures, which will be supported by the Contractor's accounting records. If a refund is due SFHSA, it will be submitted with the final report.

VIII. Advances or prepayments are allowable in order to meet the Contractor's cash flow needs in certain unique circumstances. Advances will be allowed once during each fiscal year. The Agency, at its sole discretion, shall make available to the Contractor upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized contract award, or as mutually agreed upon. The advanced sum shall be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month contract, the rate of repayment of the advance will be 1/10th per month from July to April. Advance repayment will be reconciled monthly through invoice review in CARBON. Exceptions to these requirements will be considered and approved on a case-by-case basis. Requests for advance payment are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

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

- A. 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.
 - B. The Contractor 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.
 - C. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in the CARBON system by specified deadlines may result in withholding of contract payments.

Appendix D- Federal Award Information for Subcontractor

	E	F	G	H	I	J	K	L	M	N	O	P
	Service	Assistance Listing (ALN)	Assistance Listing (ALN) Program 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	IHSS Public Authority	93.778	Medical Assistance Program (MAP)	Medi-Cal	Department of Health and Human Services							
106												

Appendix E

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.

Appendix F

Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the “Drug-Free Workplace Act of 1988,” all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).
- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).
- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).
- IV. In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children’s services and that all sub grantees shall certify compliance accordingly.
- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the

award term, go to: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

- VI. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
 - a. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - b. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - c. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).