

File No. 250514

Committee Item No. 14

Board Item No. 34

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 23, 2025

Board of Supervisors Meeting Date July 29, 2025

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Executed Grant Agreement 7/1/2023</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Request for Proposals 1/9/2023</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DAS Commission Minutes 4/5/2023</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DAS Commission Minutes 5/7/2025</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>HSA Presentation 7/23/2025</u>
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Completed by: Brent Jalipa Date July 17, 2025

Completed by: Brent Jalipa Date July 24, 2025

1 [Grant Agreement Amendment - Institute on Aging - Community Living Fund Program - Not to  
2 Exceed \$25,676,683]

3 **Resolution approving the First Amendment between the City, acting by and through the**  
4 **Department of Disability and Aging Services, and Institute on Aging for the provision of**  
5 **the Community Living Fund Program, increasing the amount by \$14,261,943 for a new**  
6 **total not to exceed amount of \$25,676,683 effective upon approval of this Resolution,**  
7 **extending the term by two years for a total term of four years from July 1, 2023, through**  
8 **June 30, 2027, clarifying the scope of services, and adding appendices consistent with**  
9 **the ongoing receipt of federal funding; and authorizing the Executive Director of the**  
10 **Department of Disability and Aging Services to enter into amendments or modifications**  
11 **to the First Amendment that do not materially increase the obligations or liabilities to**  
12 **the City and are necessary to effectuate the purposes of the First Amendment or this**  
13 **Resolution.**

14  
15 WHEREAS, The City and County of San Francisco, by and through its Department of  
16 Disability and Aging Services, wishes to continue providing the Community Living Fund  
17 program to San Francisco older adults and adults with disabilities; and

18 WHEREAS, On January 9, 2023, the Department of Disability and Aging Services  
19 issued a Request for Proposals (RFP) for these services; and

20 WHEREAS, Institute on Aging submitted a responsive and responsible proposal and  
21 was awarded the grant agreement; and

22 WHEREAS, On April 5, 2023, the Disability and Aging Services Commission approved  
23 the Community Living Fund grant agreement with Institute on Aging in the total not to exceed  
24 amount of \$22,750,279 for the period from July 1, 2023, through June 30, 2027; and  
25

1 WHEREAS, On June 6, 2023, the Board of Supervisors approved Resolution 305-23  
2 authorizing the grant agreement between the City and County of San Francisco and Institute  
3 on Aging to provide the Community Living Fund program during the period of July 1, 2023,  
4 through June 30, 2025, for a total not to exceed amount of \$11,414,740; and

5 WHEREAS, On July 1, 2023, the Department of Disability and Aging Services and  
6 Institute on Aging entered into an agreement for the Community Living Fund program  
7 (“Original Agreement”); and

8 WHEREAS, The Original Agreement has a term of July 1, 2023, through June 30,  
9 2025, and a not to exceed amount of \$11,414,740; and

10 WHEREAS, The Original Agreement is on file with the Clerk of the Board of  
11 Supervisors in File No. 230407, which is hereby declared to be a part of this Resolution as if  
12 set forth fully herein; and

13 WHEREAS, The Department of Disability and Aging Services wishes to amend the  
14 Original Agreement by extending the term by two years through June 30, 2027, and by  
15 increasing the maximum expenditure by \$14,261,943 for a total not to exceed amount of  
16 \$25,676,683 (the “First Amendment”); and

17 WHEREAS, The Department of Disability and Aging Services wishes also to clarify and  
18 reframe the scope of services in Appendix A to reflect funding for additional CalAIM services,  
19 and to add Appendices I and J for consistency with federal funding obligations; and

20 WHEREAS, On May 7, 2025, the Disability and Aging Services Commission approved  
21 the First Amendment to extend the term by two years through June 30, 2027, and to increase  
22 the grant amount by \$16,216,128 for a revised not to exceed amount of \$27,630,868; and

23 WHEREAS, Section 9.118(b) of the Charter of the City and County of San Francisco  
24 requires Board of Supervisors’ approval by Resolution of any contract which, when entered  
25

1 into or amended, extends over 10 years, and of any contract which, when entered into or  
2 amended, costs the City \$10,000,000 or more; and

3 WHEREAS, The increased maximum expenditure included in the First Amendment is  
4 large enough to require that the amendment be taken back to the Board of Supervisors for  
5 approval in accordance with Section 9.118(b) of the Charter; and

6 WHEREAS, The proposed First Amendment contained in File No. 250514, is  
7 substantially in final form, with all material terms and conditions included, and only remains to  
8 be executed by the parties upon approval of this Resolution; now, therefore, be it

9 RESOLVED, That the Board of Supervisors hereby approves the First Amendment in  
10 substantially the form contained in File No. 250514; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
12 Disability and Aging Services, through its Executive Director, to make any modifications to the  
13 First Amendment, prior to its final execution by all parties, that the Department of Disability  
14 and Aging Services determines, in consultation with the City Attorney, are consistent with this  
15 Resolution, in the best interest of the City, do not materially increase the obligations or  
16 liabilities of the City, are necessary or advisable to effectuate the purposes of the First  
17 Amendment and are in compliance with all applicable laws, including City's Charter; and, be it

18 FURTHER RESOLVED, That within 30 days of the First Amendment being fully  
19 executed by all parties, the Department of Disability and Aging Services shall submit to the  
20 Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 250514;  
21 this requirement and obligation resides with the Department, and is for purposes of having a  
22 complete file only, and in no manner affects the validity of the approved First Amendment.



1     APPROVED BY:

2  
3  
4     /s/ Cindy Kauffman for

5     Kelly Dearman  
6     Executive Director, Department of Disability and Aging Services

<b>Item 14</b> <b>File 25-0514</b>	<b>Department:</b> Human Services Agency (HSA)
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would approve the first amendment to the grant between HSA and Institute on Aging for the provision of the Community Living Fund (CLF) program, increasing the not to exceed amount by \$16,216,128 for a total not to exceed \$27,630,868, and extending the term by two years through June 30, 2027.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The CLF was established in 2006 by the Board of Supervisors and is funded by annual General Fund appropriations and federal funds issued by the State. Administered by the HSA through the Department of Disability and Aging Services, the program assists eligible lower income San Francisco residents transition out of hospitals or care facilities so they can live independently. In June 2023, the Board of Supervisors approved a grant between HSA and the Institute on Aging for the provision of the Community Living Fund program in the amount of \$11,414,740 for a two-year term from July 1, 2023 through June 30, 2025.</li> <li>Under the proposed amendment, the Institute on Aging will continue to provide case management and purchase of goods and services for older adults and adults with disabilities who are currently in or at risk of being institutionalized, administer the Public Guardian Housing Fund program, and provide an Enhanced Care Management program for San Francisco Health Plan members. The proposed amendment updates the scope of services to include the provision of the Community Supports program for San Francisco Health Plan members to find and pay for housing.</li> <li>According to the FY 2024-25 program monitoring report, Institute on Aging met or exceeded most service objectives. Data for two of the outcome objectives was not available at the time of program monitoring because of a database transition but will be reported on FY 2025-26.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>When factoring the actual expenditures for FY 2023-24 (which were less than budgeted), projected remaining spending, and a contingency, we estimate that HSA will spend \$25,676,683 on this grant. This is \$1,954,185 less than the Department is seeking.</li> <li>The grant is funded approximately 80 percent by the City's General Fund and approximately 20 percent by federal funds. The grant funds a total of 14.19 FTE program staff for the CLF program and 0.35 FTE for the Public Guardian Housing Fund program.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>Amend the proposed resolution to reduce the not to exceed amount from \$27,630,868 to \$25,676,683.</li> <li>Approve the proposed resolution, as amended.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND****Community Living Fund**

The Community Living Fund (CLF) was established in 2006 by the Board of Supervisors (File 06-0793) and is funded by annual General Fund appropriations and federal funds issued by the State. Administered by the Human Services Agency (HSA) through the Department of Disability and Aging Services (DAS), the CLF program assists eligible lower income San Francisco residents transition out of hospitals or care facilities so they can live independently and prevents unnecessary institutionalization for individuals living the community. As specified in Section 10.100-12 of the San Francisco Administrative Code, appropriations to the fund may only be used for DAS programming related to community placement alternatives.

**Existing Grant**

In June 2023, the Board of Supervisors approved a grant between HSA and the Institute on Aging for the provision of the Community Living Fund program in the amount of \$11,414,740 for a two-year term<sup>1</sup> from July 1, 2023 through June 30, 2025 (File 23-0407). Under the terms of the RFP, the total grant duration was for four years.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the first amendment to the grant between HSA and Institute on Aging for the provision of the CLF program, increasing the not to exceed amount by \$16,216,128 for a total not to exceed \$27,630,868 and extending the term by two years for a total four-year term from July 1, 2023 through June 30, 2027. The resolution also authorizes HSA to make further immaterial amendments to the contract.

**Services and Client Eligibility**

Under the proposed amendment, the Institute on Aging will continue to provide the following services as part of the CLF program:

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<sup>1</sup> The Board amended the original resolution and approved a two-year grant in 2023 (although a four-year grant was requested). HSA had fully spent the FY 2021-22 budget despite only serving 50 percent of the target number of clients. According to HSA, the decrease in clients served in FY 2021-22 was driven by the impact of COVID-19 and paused discharges from Laguna Honda Hospital. HSA experienced a reduction in program referrals during this same period compared to previous years. According to HSA, the average monthly purchase of services cost per client rose by \$370 (14 percent) from the prior year, primarily in increased costs for home care and assisted living subsidies. In addition, grant funds were used to upgrade a data system, as well as higher indirect costs for that year.

- Case management and purchase of goods and services (deemed necessary by assessment) for older adults and adults with disabilities who are currently in or at risk of being institutionalized. Examples of goods and services that can be purchased through the CLF program include home care, transportation, assistive devices, home modifications, and translation services.
- Administration of the Public Guardian Housing Fund program. This program provides support to Public Guardian clients through monthly approval and administration of housing subsidies, coordinated case management, in-person visits, and other activities. Allowable purchases through the Public Guardian Housing Fund include (1) monthly subsidies (up to 100 percent) for a licensed assisted living facility, supportive housing, or similar, and (2) move-related costs and purchases (such as security deposits, furniture, etc.).
- Provision of the Enhanced Care Management (ECM) program through the California Advancing and Innovating Medi-Cal (CalAIM) initiative for San Francisco Health Plan (SFHP) members. These services are designed to help individuals with complex health and social needs living in the community at risk of institutionalization or transitioning from living in a nursing facility to the community. ECM services include client outreach, assessment and development of care plans, coordination of medical and non-medical services, provision of health education, client support during transitions such as hospital discharges, care navigation support, and client referral to community and social support resources.

In addition, the proposed amendment updates the scope of services to include the following as part of the CLF program:

- Provision of the Community Supports program through the CalAIM initiative for SFHP members. Clients in this program must be eligible for and enrolled in the Enhanced Case Management program. This program helps eligible San Francisco Health Plan members (1) transition from a licensed facility to living in a private residence, and (2) transition from a nursing facility or at risk of being placed in such a facility to living in an assisted living facility. Services include housing needs assessments, assistance in locating and securing housing or facility placement, assessment of eligibility for the Assisted Living Waiver<sup>2</sup> and assistance with placement, and other activities.

Under the proposed amendment, Institute on Aging must continue to annually serve approximately 375 total unduplicated clients in the CLF program. Institute on Aging will also annually serve approximately 30 total unduplicated clients in the Community Supports program and serve at least six new clients in the Public Guardian Housing Fund program.

Eligible CLF program recipients must be San Francisco residents, age 18 or older, institutionalized or at risk of being institutionalized, willing and able to live in the community with appropriate supports, and at an income level up to 300 percent of federal poverty plus assets up to \$130,000

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<sup>2</sup> An assisted living waiver program is a Medicaid program that allows individuals to receive long-term care services in an assisted living facility or home and community-based setting, instead of a nursing home, while still receiving Medicaid benefits

for case management services (or assets up to \$6,000 for individuals with only purchase of service needs). Priority is given to patients of Laguna Honda and Zuckerberg San Francisco General Hospital, patients at other San Francisco acute care hospitals and skilled nursing facilities, nursing home eligible individuals on the Laguna Honda Hospital waiting list, and individuals who are at imminent risk for nursing home or institutional placement.

#### Subcontractors

The contract also provides funding to three subcontractors that provide case management services to clients: (1) Catholic Charities for \$157,832 annually; (2) Self-Help for the Elderly for \$172,014 annually; and (3) Conard House for \$130,115 annually.

### **Performance and Fiscal Monitoring**

#### FY 2024-25 Performance

HSA staff completed program monitoring on the Institute on Aging grant for FY 2024-25 in July 2025. Based on the monitoring, Institute on Aging was found in compliance with the terms of the contract, and no corrective action was needed.

As reflected in Exhibit 1 below, the FY 2024-25 program monitoring report showed that Institute on Aging met or exceeded most service objectives. The organization served a total of 391 unduplicated clients, which exceeded the service objective goal of 375 unduplicated clients. Institute on Aging also enrolled 27 non-ECM clients, which was below the service objective goal of 55; however, the organization exceeded the objective goal for the total number of new clients enrolled.

Data for two of the outcome objectives was not available at the time of program monitoring because of a database transition for the launch of ECM.<sup>3</sup> According to HSA, a new data management system was implemented to document ECM services and claims and incorporate new Community Supports program services and claims, while an existing data system tracked other CLF program clients and services, therefore limiting reporting functionality. HSA states that the two data systems will be consolidated in FY 2025-26, and these objectives will be tracked and reported on for FY 2025-26. In addition, according to a client satisfaction survey completed in May 2025, 83 percent of clients believed that CLF services helped maintain or improve their quality of life, which is somewhat below the outcome objective goal of 90 percent.

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<sup>3</sup> According to the FY 2022-23 program monitoring report, Institute on Aging exceeded the outcome goal for percentage of clients who are being discharged from Laguna Honda Hospital at the time of enrollment and community living for at least six months (93 percent) but did not meet the outcome goal for percentage of care plan problems resolved, on average, after one year of enrollment in CLF program (53 percent) due to challenges related to the high needs of clients receiving intensive case management. Data was not available for these two outcome objectives in the FY 2023-24 program monitoring report due to the database transition.

**Exhibit 1: FY 2024-25 Service and Outcome Objective Performance**

<b>Objective</b>	<b>Target</b>	<b>Performance</b>
<b>Service Objectives</b>		
Number of unduplicated clients	375	391
Number of total new client enrollments (ECM and non-ECM)	175 (total), 120 (ECM) and 55 (non-ECM)	212 (total), 185 (ECM) and 27 (non-ECM)
Number of clients enrolled in Public Guardian Housing Fund	6	6
<b>Outcome Objectives</b>		
Percent of clients who are being discharged from Laguna Honda Hospital at the time of enrollment and community living for at least six months	85%	Not Tracked
Percent of care plan problems resolved, on average, after one year of enrollment in CLF program	70%	Not Tracked
Percent of client survey respondents who believe that CLF services helped maintain or improve their quality of life	90%	83%

Source: HSA

**Proposed Service and Outcome Objectives**

The proposed amendment maintains the existing service objective to serve a total of 375 unduplicated clients.<sup>4</sup> The amendment adds an additional service objective that Institute on Aging annually serve approximately 30 total unduplicated clients in the Community Supports program, as well as modifies the service requirements on new client enrollments. The service objectives under the proposed amendment are detailed below:

- Serve a total of 375 unduplicated clients;
- Enroll a total of 175 new clients (150 ECM clients, 25 traditional CLF Program clients);
- Serve a total of 30 unduplicated Community Supports program clients (10 Community Transition clients and 20 Nursing Facility Transition/Diversion clients); and
- Serve a total of six (6) clients for Public Guardian Housing Fund services.

In addition, the proposed amendment updates the outcome objectives to include the following:

- At least 85 percent of clients experience one or fewer unplanned admissions to an acute care hospital within a six-month period;

<sup>4</sup> According to HSA, the service goal remains the same despite the addition of the Community Supports program component because some clients are receiving both ECM and Community Support services, which may not lead to a higher unduplicated client count. As previously mentioned, clients in the Community Supports program must be enrolled in the ECM program.

- At least 70 percent of clients achieve their annual care plan goals within one year of enrollment in the program; and
- At least 85 percent of clients feel they are treated with respect by program staff.

#### Fiscal and Compliance Monitoring

HSA staff reviewed Institute on Aging's financial documents in June 2025 as part of the FY 2024-25 Citywide Fiscal and Compliance Monitoring program and identified no findings.

### **FISCAL IMPACT**

The proposed first amendment would increase the not-to-exceed amount of the Institute on Aging grant by \$16,216,128, for a total not to exceed \$27,630,868. The budgeted sources and uses of the grant from FY 2023-24 through FY 2026-27 are summarized in Exhibit 2 below.

#### **Exhibit 2: Budgeted Sources and Uses of Funds for Proposed Grant**

	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>Total</b>
<b>Sources</b>					
City General Fund	\$4,760,146	\$4,771,848	\$5,270,716	\$5,258,902	\$20,061,611
Federal Funds	548,161	711,021	1,757,682	2,040,498	5,057,360
<b>Total Sources</b>	<b>\$5,308,306</b>	<b>\$5,482,869</b>	<b>\$7,028,398</b>	<b>\$7,299,398</b>	<b>\$25,118,971</b>
<b>Expenditures</b>					
Salaries & Benefits	\$1,582,218	\$1,793,554	\$1,853,855	\$1,853,855	\$7,083,482
Operating Expenses	768,688	722,688	723,996	723,996	2,939,367
Indirect Cost (12%)	284,481	308,442	317,684	317,684	1,228,291
Management Fee for Subcontractors <sup>5</sup>	12,750	12,750	12,750	12,750	51,000
Capital Expenditure <sup>6</sup>	0	68,250	0	0	68,250
Purchase of Services	2,292,114	2,207,525	3,750,454	4,021,454	12,271,546
<i>Subtotal, CLF Program</i>	<i>\$4,940,251</i>	<i>\$5,113,209</i>	<i>\$6,658,738</i>	<i>\$6,929,738</i>	<i>\$23,641,936</i>
Public Guardian Housing Program	368,055	369,660	369,660	369,660	1,477,034
<b>Total Expenditures</b>	<b>\$5,308,306</b>	<b>\$5,482,869</b>	<b>\$7,028,398</b>	<b>\$7,299,398</b>	<b>\$25,118,971</b>
Contingency (10%)					2,511,897
<b>Not to Exceed Amount</b>					<b>\$27,630,868</b>

Source: Appendix B of Proposed Amendment

Salaries and fringe benefits funded by the grant are for a total of 14.19 FTE program staff for the CLF program and 0.35 FTE for the Public Guardian Housing Fund program. For FY 2025-26 and FY 2026-27, operating expenses for each year for the CLF program reflect approximately 10 to 11 percent of the total budget and include costs such as rent, staff travel, subcontractors, web hosting and user fee, technology equipment, translation services, and other expenses.

<sup>5</sup> This refers to an administrative fee that was established with Institute on Aging for managing the subcontractors.

<sup>6</sup> This funds the start-up development and customization of the data system used to document and track ECM and Community Support Services client and programmatic data

Expenses for the purchase of goods and services in the CLF program increase by approximately \$1.5 million from FY 2024-25 to FY 2025-26. According to HSA, this will fund six additional CLF program clients in need of on-going assisted living subsidies (an estimated \$27,000 per month), as well as upfront expenses<sup>7</sup> for approximately 30 Community Supports clients before reimbursements are received from SFHP. According to HSA, revenue from claims submitted to SFHP will be used to offset the General Fund.

The not-to-exceed amount includes a 10 percent contingency to account for escalation and/or expansions of programs. The contingency is calculated based on the four-year budget. The contingency amount of \$2.5 million provides an 18 percent contingency on the remaining two years. We recommend that the contingency amount be reduced to \$1,432,780 to reflect 10 percent of the remaining two-year budget. The grant is funded approximately 80 percent by the City's General Fund and approximately 20 percent by federal funds.

### **Actual Spending**

According to HSA, spending was below budget in FY 2023-24 of the grant agreement, with Institute on Aging spending approximately 84 percent, or \$4.4 million of the total budget of \$5.3 million. HSA states this was driven by staffing vacancies and underspending in operating expenses and purchases of goods and services. As of April 2025, invoiced expenditures were 71 percent of the budget in FY 2024-25, or \$3.9 million out of \$5.5 million. Assuming Institute on Aging fully spends the FY 2024-25 grant budget of \$5.5 million, plus actual and proposed spending on the grant, we expect the total grant authority needed to extend the agreement to be \$25,676,683 (which includes the reduced contingency amount). Therefore, we recommend HSA reduce the not to exceed amount of the grant by \$1,954,185 from \$27,630,868 to \$25,676,683 and the Board of Supervisors amend the resolution to reflect a new not to exceed amount of \$25,676,683.

### **RECOMMENDATIONS**

1. Amend the proposed resolution to reduce the not to exceed amount from \$27,630,868 to \$25,676,683.
2. Approve the proposed resolution, as amended.

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<sup>7</sup> This includes the purchase of goods and services, Nursing Facility Transition (NFT) service fees that fund the cost of services provided by assisted living facilities (such as assistance with Instrumental Activities of Daily Living like eating, bathing, dressing, meal preparation, and other activities), and NFT admin fees.



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

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**INSTITUTE ON AGING  
GRANT ID#: 1000028610**

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This **AMENDMENT** of the July 1, 2023 Grant Agreement (the "Agreement") is dated as of July 1, 2025 and is made in the City and County of San Francisco, State of California, by and between **INSTITUTE ON AGING, 3575 GEARY BOULEVARD, SAN FRANCISCO CA 94118** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the **Human Services Agency** ("Department").

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through Request for Proposals #1050, which was competitively bid on January 9, 2023 and this modification is consistent therewith; and

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

**WHEREAS**, the City's Board of Supervisors approved this amendment by Resolution # \_\_\_\_\_ on \_\_\_\_\_, 2025; and

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

**WHEREAS**, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **extend the grant period, increase the grant amount, revise the Appendices, and update standard contractual clauses**; and

**WHEREAS**, City and Grantee desire to execute this amendment to update the prior Agreement;

**NOW, THEREFORE**, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
  - (a) Agreement.** The term “Agreement” shall mean the Agreement dated **July 1, 2023** between Grantee and City.
- 2. San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.
- 3. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
  - (a) Article 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2023** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2025**.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2023** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2027**.
  - (b) Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Three Hundred Seventy-Seven Thousand Thirty-Six Dollars (\$10,377,036)** for the period from **July 1, 2023 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount: Up to One Million, Thirty-Seven Thousand Seven Hundred Four Dollars (\$1,037,704) may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eleven Million, Four Hundred Fourteen Thousand Seven Hundred Forty Dollars (\$11,414,740)** for the period from **July 1, 2023 to June 30, 2025.**

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

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty Four Million, Two Hundred Forty Three Thousand Nine Hundred Three Dollars (\$24,243,903)** for the period from **July 1, 2023 to June 30, 2027, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount: Up to One Million Four Hundred Thirty Two Thousand Seven Hundred Eighty Dollars (\$1,432,780) may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Twenty Five Million Six Hundred Seventy Six Thousand Six Hundred Eighty Three Dollars (\$25,676,683)** for the period from **July 1, 2023 to June 30, 2027.**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent

Amount may not to be used in Program Budgets attached to this Agreement as Appendix **B-2 and B-3**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-2 and B-3** specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (c) **Appendix A.** Appendix A, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1, pp. 1-15, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-8 of the Aforesaid Agreement displays the original total amount of **\$9,667,532**.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges, pp. 1-5, which displays the budget as herein modified to **\$22,920,633**.

- (e) **Appendix B.** Appendix B-1, Calculation of Charges, pp. 1-4 of the Aforesaid Agreement displays the original total amount of **\$709,504**.

Such section is hereby superseded in its entirety by Appendix B-3, Calculation of Charges, pp. 1-4, which displays the budget as herein modified to **\$1,323,270**.

- (f) **Article 5.4 Cost of Doing Business Adjustment.** Article 5.4 is hereby added to the agreement and reads as follows:

**Cost of Doing Business Adjustment.** The City may, acting in its sole discretion, adjust the Grant amount in any year to reflect a Cost of Doing Business (“CODB”) adjustment as authorized by the San Francisco Board of Supervisors. The Board of Supervisors and the Mayor will make the CODB determination annually through the budget process. Grantee understands and agrees that the CODB adjustment is wholly discretionary and not a Grantee entitlement.

- (g) **Appendix I and J.** Additional Federal Funding Award Information and Requirements Appendices.

Appendices I and J are hereby added in their entirety, which describe the federal funding award information and requirements.

**(h) 16.22 Compliance with Other Laws 16.22(b).**

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

**16.22 Compliance with Other Laws.**

- a. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- b. **Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/ subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.**

**(i) Article 4.2 (b) Grantor Vaccination Policy is hereby removed in its entirety.**

**(j) 17.15 Compliance with Laws Requiring Access for People with Disabilities.** Article 17.15 is hereby added to the agreement and reads as follows:

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

17.15.1 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.

17.15.2 Reserved.

**(k) 17.6 Entire agreement** section 17.6 is hereby replaced in its entirety to read as follows:

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

Appendix A-1, Services to be Provided  
Appendix B-2, Budget-CLF  
Appendix B-3, Budget-Public Guardian  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Grants  
Appendix E, Permitted Subgrantees  
Appendix F, Business Associate Agreement  
Appendix G, Data Access Agreement  
Appendix H, Privacy Attestation  
Appendix I, Federal Award Information for Subrecipients  
Appendix J, Federal Requirements for Subrecipients

- 4. Effective Date.** Each of the modifications set forth in Section 3 shall be effective on and after the date of this Amendment.
- 5. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

**CITY**

**DEPARTMENT OF DISABILITY AND  
AGING SERVICES**

By: \_\_\_\_\_  
Kelly Dearman Date  
Executive Director

**GRANTEE:**

**INSTITUTE ON AGING**

By: \_\_\_\_\_  
Date

Name: J. Thomas Briody  
Title: Chief Executive Officer  
Address: 3575 Geary Boulevard  
City, State ZIP: San Francisco CA 94118

Cell Phone: 415-314-8425  
Email: tbriody@ioaging.org

Federal Tax ID #: 94-2978977  
City Vendor Number: 0000018304  
DUNS Number: 825965486

**Approved as to Form:**

David Chiu  
City Attorney

By: \_\_\_\_\_  
Grace DiLaura  
Deputy City Attorney

**Appendix A-1: Services to be Provided**  
**Institute on Aging**  
**Community Living Fund Program**  
**Effective July 1, 2023 to June 30, 2027**

**I. Purpose of the Grant**

The San Francisco Administrative Code, Section 10.100-12, created an Aging and Adult Services Community Living Fund (CLF) to support aging in place and community placement alternatives to institutionalization. The Fund is administered by the Department of Disability and Aging Services (DAS). The purpose of this grant is to provide services through the CLF.

The Community Living Fund Program (CLFP) is designed to implement and fulfill the purpose of the CLF, aiming to (1) prevent unnecessary institutionalization for individuals living in the community and (2) support the transition of individuals from skilled nursing facilities back into the community. It supports older adults and adults with disabilities with the resources, services, and care coordination needed to live in the community. The program includes a two-pronged approach: (1) coordinated case management and (2) purchase of services.

The goals of CLFP are as follows.

- A. Enable eligible older adults and adults with disabilities to remain living safely in their own homes and communities for as long as possible.
- B. Provide financial support for home- and community-based long-term care and supportive services beyond existing provisions.
- C. Offer flexible funding to create “wrap-around” services that provide essential community-based assistance, care, and support.
- D. Facilitate the development of service delivery models that strengthen the community-based long-term care systems and workforce.
- E. Expand, not supplant, the existing funding, to fill funding gaps until new sources of financial support for community-based long-term care services can be secured through federal Medicaid waivers and/or other means.

**II. Definitions**

ADL	Activities of Daily Living; including eating, dressing, transferring, bathing, toileting, and grooming
Adult with a Disability	A person 18-59 years of age living with a disability



Assisted Living Waiver	An assisted living waiver program is a state-specific Medicaid program that allows individuals to receive long-term care services in an assisted living facility or home and community-based setting, instead of a nursing home, while still receiving Medicaid benefits. These programs are funded by both federal and state funds and are designed to provide a more person-centered and cost-effective alternative to traditional nursing home care.
At Risk of Institutionalization	To be considered at risk of institutionalization, a person must have, at a minimum, one of the following: 1) functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transferring, bathing, toileting, and grooming; or 2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or 3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living (IADLs): preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone
BAA	Business Associate Agreement; establishing a legally binding relationship between HIPAA-covered entities and business associates to ensure complete protection of PHI
CalAIM	California Advancing and Innovating Medi-Cal (CalAIM) is a statewide initiative aimed at transforming and improving the Medi-Cal program in California. It focuses on addressing the social determinants of health, enhancing services, and improving care delivery for Medi-Cal recipients, particularly those with complex health and social needs. CalAIM includes a range of reforms, such as expanding access to managed care, integrating physical and behavioral health services, and offering additional services like enhanced care management and community-based long-term services and supports.
CARBON	Contracts Administration, Reporting, and Billing Online System
Case Management	Case management is a formal strategy that coordinates and facilitates access to a variety of services in a timely manner for people who need assistance in organizing and managing their care and/or supportive services. It includes a standardized process of client intake, assessment, care planning, care plan implementation, monitoring,

	reassessment, and discharge/termination. This includes intensive case management services which may require frequent visits and follow-up depending on care needs. Case management is an integral component of long-term care service delivery and is central to accessing additional services through the CLF Program.
City	City and County of San Francisco
Communities of Color	An inclusive term and unifying term for persons who do not identify as White, who have been historically and systemically disadvantaged by institutionalized and interpersonal racism
Community Living Fund	The Community Living Fund (CLF), or “the Fund”, was created in the San Francisco Administrative Code Section 10.100-12 to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. DAS oversees the administration of the Fund.
Community Living Fund Program	Funded by CLF, the Community Living Fund Program (CLFP) provides home- and community-based services, or a combination of goods and services, that will help those who are currently institutionalized to return to community living, or those at risk of institutionalization to continue living in their homes. This program, using a two-pronged approach of coordinated case management and purchased services, provides the needed resources, not available through any other mechanism, to vulnerable older adults and adults with disabilities.
Disability	A condition or combination of conditions that is attributable to a mental, cognitive, or physical impairment, including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: a) Self-care: activities of daily living (ADL), and instrumental activities of daily living (IADL); b) Capacity for independent living and self-direction; c) Cognitive functioning, and emotional adjustment
Grantee	Institute on Aging
HIPAA	Health Insurance Portability and Accountability Act, a federal law that created national standards to protect patient health information from being disclosed without a patient’s consent or knowledge
HITECH	Health Information Technology for Economic and Clinical Health; creating incentives related to health care information technology,

	including incentives for the use of electronic health record (EHR) systems among providers
HSA	Human Services Agency of the City and County of San Francisco
IADL	Instrumental Activities of Daily Living; including activities such as managing finances, shopping for groceries, preparing meals, using transportation, managing medications, and keeping up with housekeeping. These tasks are not considered to be essential for basic functioning but are often used to assess an individual's ability to live independently.
LGBTQ+	An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their sex assigned at birth. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender nonbinary.
Limited English-Speaking Proficiency	Any person who does not speak English well or is otherwise unable to communicate effectively in English because English is not the person's primary language
MOU	Memorandum of Understanding; describing a bilateral or multilateral agreement between two or more parties
OCM	Office of Contract Management, HSA
OCP	Office of Community Partnerships, DAS, HSA
Older Adult	An individual who is 60 years of age or older
PHI	Protected Health Information; any information in a medical record that can be used to identify an individual, and that was created, used, or disclosed in the course of providing a health care service, such as a diagnosis or treatment
Purchase of Services	Purchased goods and services for clients deemed necessary by assessment; purchases may include equipment, modifications to residence, or needed support services
Socially Isolated	Having few social relationships and few people to interact with regularly.

SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 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 (Chapter 104, Sections 104.1 through 104.9)
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### III. Target Populations

This program is designed to serve all people who can benefit from the services outlined in this Appendix, 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 Grantee shall ensure that program services are accessible to the following populations.

- A. Persons with low 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. Persons of the LGBTQ+ community
- F. Persons at risk of institutionalization

### IV. Client Eligibility

#### A. Traditional CLFP Eligibility - all of the following criteria for a person who is:

- 1. Aged 18 years or older;
- 2. A resident of San Francisco;
- 3. Living in an institutional setting or assessed to be at imminent risk of institutionalization primarily due to functional or chronic health needs;
- 4. Willing and able to live in the community with appropriate support;
- 5. Having an income at or below 300% of federal poverty level;
- 6. Having individual assets up to \$130,000 for case management services or up to \$6,000 for purchase of services only;
- 7. Demonstrating a need for services or resources to prevent institutionalization and support community living.

Preference is given to the following groups of people who are willing and able to live in the community with appropriate support.

- 1. Patients of Laguna Honda Hospital and Zuckerberg San Francisco General Hospital
- 2. Patients at other San Francisco acute care hospitals and skilled nursing facilities

3. Nursing home eligible individuals on the waiting lists of Laguna Honda Hospital, Zuckerberg San Francisco General Hospital, or other hospitals
4. Individuals at imminent risk of institutional placement

**B. Public Guardian (PG) Housing Fund Eligibility** – both of the following criteria for a person who is:

1. An existing client with DAS PG program;
2. Meeting the traditional CLFP eligibility criteria (see section IV.A).

**C. DAS Enhanced Care Management (ECM) Eligibility** - all of the following criteria for a person who is:

1. A member of San Francisco Health Plan (SFHP);
2. A resident of San Francisco;
3. An adult belonging to one of the following populations of focus:
  - a. Adults living in the community and at risk of long-term care institutionalization;
  - b. Adult nursing facility residents transitioning to the community;
4. An individual who is willing and able to live in the community with appropriate support.

**D. DAS Community Supports (CS) Eligibility**

1. Community Transition Services Eligibility - all of the following criteria for a person who is:
  - a. Eligible and enrolled in DAS ECM program (see section IV.C);
  - b. Currently receiving medically necessary nursing facility level of care (LOC) services and opting to transition to a home setting—rather than remain in a nursing facility or Medical Respite—while continuing to receive the required LOC services;
  - c. Living in a nursing home and/or medical respite setting for 60+ days.
2. Nursing Facility Transition to Assisted Living Facilities Eligibility – all of the following criteria for a person who is:
  - a. Eligible and enrolled in DAS ECM program (see section IV.C);
  - b. Living in a nursing home and/or medical respite setting for 60+ days;
  - c. Requiring placement in an Assisted Living Facility or a similar level of care setting based on assessment;
  - d. Willing and able to safely transition to an Assisted Living Facility.
3. Nursing Facility Diversion to Assisted Living Facilities Eligibility – all of the following criteria for a person who is:
  - a. Eligible and enrolled in DAS ECM program (see section IV.C);

- b. Requiring nursing facility level of care services based on assessment;
- c. Willing and able to receive medically necessary nursing facility level of care services at an Assisted Living Facility in lieu of a nursing facility.

## **V. Description of Service Components**

### **A. Traditional CLFP Service Component**

#### **1. Case Management**

The Grantee provides varying levels of case management services, including intensive case management and moderate to minimal assistance. This flexible approach allows services to be tailored to individual needs, ensuring stabilization and preventing premature hospitalization and/or institutionalization.

Levels of case management are defined as below:

- a. Intensive case management supports individuals with complex medical, cognitive, behavioral, and psychological needs who require the highest level of care, supervision, and access to ongoing resources and services. This critical support is designed for individuals with chronic and acute conditions, ensuring comprehensive coordination and access to a full spectrum of social, behavioral, mental health, and medical services.
- b. Moderate case management assists individuals who require minimal to moderate support and access to one-time resources and services. Designed for more stable clients with specific needs, this level of care provides targeted interventions to promote stabilization and prevent hospitalization or nursing home placement.

#### **2. Purchase of Services**

CLFP provides a range of service options, varying levels of care, housing, and supportive services. These services must be deemed necessary by a CLFP Case Manager, and the funds are only used as the last resort, when all other payment options for that service have been exhausted. Purchased services supplement existing resources to ensure that each client receives a comprehensive and appropriate array of services necessary for community living.

### **B. PG Housing Fund Service Component**

The CLFP supports the PG Housing Fund initiative by administering housing funds for PG clients who meet the traditional CLFP eligibility criteria. The PG office provides support through in-person visits, coordinated case management, monthly approval of the housing subsidies, and other activities to ensure equitable access to and appropriate use of the fund.

Allowable purchases through the PG Housing Fund are as follows.

1. Supplemental monthly subsidies (up to 100% as appropriate) for a licensed assisted Living Facility, supportive housing, or similar arrangements
2. Move-related expenses such as security deposits, moving boxes, transportation for the move, care provider hours for packing and unpacking belongings, furniture, or similar purchases

#### **C. DAS ECM Service Component**

This grant agreement includes DAS ECM program through the CalAIM state initiative for members of the SFHP. ECM services are designed to provide comprehensive, coordinated care for individuals with complex health and social needs to improve health outcomes and reduce unnecessary hospitalizations. ECM is delivered through a collaborative, team-based approach, ensuring clients receive holistic and personalized support.

The program targets individuals living in the community at risk of institutionalization as well as nursing facility residents transitioning to the community. These two populations of focus align with those of the traditional CLFP component.

ECM includes seven (7) core services: outreach and engagement, comprehensive assessment and care management plan, enhanced coordination of care, health promotion/education, transitional care services, client and family support, as well as coordination of and referral to community and social support services.

#### **D. DAS CS Service Component**

The Grantee also provides services for DAS CS program through CalAIM initiative for members of SFHP. DAS ECM clients will be referred to the DAS CS program if deemed eligible. A client referred to the DAS CS program must also be eligible for and enrolled in the DAS ECM program. DAS CS program includes the following two types of services.

##### **1. Community Transition Services / Nursing Facility Transition to a Home**

This area of CS services is defined as non-recurring set-up expenses for individuals who are transitioning from a licensed facility to a living arrangement in a private residence. Allowable expenses cover the following services.

- a. Assessing clients' housing needs and presenting options
- b. Assisting in searching for and securing housing, including the completion of housing applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history)
- c. Communicating with landlord (if applicable) and coordinating the move

- d. Establishing procedures and contacts to retain housing
- e. Identifying, coordinating, securing, or funding non-emergency, non-medical transportation to options prior to transition and on move-in day
- f. Identifying the need for and coordinating funding for environmental modifications to install necessary accommodations for accessibility

## **2. Nursing Facility Transition/Diversion to Assisted Living Facilities Services**

The goal of this area of CS services is to assist individuals who are in nursing facilities or at risk of being placed in such facilities to transition or divert them to assisted living settings.

In addition to the services available at the Assisted Living Facility, this service component includes the following services.

- a. Assess clients' housing needs and present options.
- b. Assess the service needs of the client to determine if enhanced onsite services are needed.
- c. Assist with securing a facility residence, including the completion of facility applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history, client acknowledgement of paying the room and board portion of the facility rate).
- d. Communicate with facility administration and coordinate the move.
- e. Establish procedures and contacts to retain facility housing.
- f. Conduct outreach to the referred client for the approved Community Supports upon receiving the referral and begin providing services. The Grantee shall initiate outreach within 24 hours of assignment, if applicable.
- g. Coordinate with other providers in the client's care team, including DAS and SFHP if needed.
- h. Assess eligibility for the Assisted Living Waiver (ALW) and assist with required assessments and ALW placement, if approved. If ALW placement occurs out of the San Francisco County, the client may be disenrolled from SFHP and enroll with another Medi-Cal plan in the area. The Community Supports provider will work with SFHP and the new Medi-Cal plan to ensure continuity of care.

Allowable expenses for this service area are those necessary to enable a person to establish a community facility residence (except room and board). Clients are required to pay for room and board. The required client contribution will be based on their income and will align with the state's individual contribution requirements under the ALW, which is adjusted annually.



## **VI. The CLFP Administration**

- A. The Grantee coordinates all case management services through clinical supervision, participating in multi-disciplinary meetings with stakeholders and partners monthly or as needed to support client transitions to the community and advance the mission of CLF. This includes case conferences to share expertise and strengthen teamwork.
- B. The Grantee works collaboratively with community organizations currently serving the client and engages additional partners with relevant expertise. When working in collaboration with other agencies or community-based organizations through sub-contracts, MOUs, and/or BAAs, the Grantee must ensure appropriate staffing and expertise in the required areas.
- C. The Grantee shall ensure that the purchase of all proposed goods and services is reasonable, prudent, and properly procured in accordance with clearly written internal fiscal policies and procedures.
- D. The CLF is the fund of the last resort in the purchase of goods and services. As such, the Grantee shall ensure that all other viable options must be exhausted prior to the utilization of CLF dollars.
- E. The Grantee facilitates a CLFP Advisory Council providing a forum for consumer and community feedback. Members should include current and former program participants, representatives from community agencies, as well as population representatives of San Francisco.
- F. The Grantee shall conduct annual client surveys to measure program impact and outcomes. These surveys are designed to gather input from clients regarding their direct experience in an anonymous format.
- G. The Grantee utilizes a designated database for the CLFP to track client information, assessments, care plans, progress notes, service authorizations, and purchased services.
- H. The Grantee manages complex billing with effective fiscal management, including the ability to leverage other state and federal funds.
- I. The Grantee shall comply with requirements to provide time certifications for staff involved in service delivery and service support activities.
- J. The Grantee shall provide interpretation for all limited English-speaking clients either directly or through a service.
- K. The Grantee shall provide services to clients in a culturally, ethnically, and linguistically appropriate manner.
- L. The Grantee shall ensure that the CLFP staff complete the appropriate training required for the level of care they are providing.
- M. The Grantee shall ensure that the CLFP staff have the appropriate licenses in good standing, when applicable.
- N. The Grantee shall ensure that the CLFP staff have no recent history (10 years) of criminal

activity, including a history of criminal activities that endanger clients and / or their families.

- O. The Grantee shall ensure that the CLFP staff have no history of liability claims against them.
- P. The Grantee shall ensure that the CLFP staff have no history of fraud, waste, and / or abuse.
- Q. The Grantee shall ensure no differentiation or discrimination in appointment scheduling, client treatment, service quality, or any other respect of service delivery. The Grantee shall not discriminate against any client based on race, color, national origin, ancestry, religion, sex, marital status, health status, sexual orientation, physical/sensory/mental disabilities, age, socioeconomic status, participation in publicly financed health care programs, or the filing of any grievance or complaint.
- R. The Grantee shall promptly notify DAS of any complaints from or on behalf of clients as well as any professional liability claims filed or asserted regarding services provided by, or on behalf of, the Grantee. The Grantee shall cooperate with DAS in resolving client complaints through the grievance procedure and assist in the resolution of any related matters.
- S. The Grantee and its subcontractors shall create a case record for each client. The case record shall be maintained in a format and with the level of details required by state and federal laws prevailing in professional standards, and any applicable federal, state, or local government agencies. Records should be maintained in a current, detailed, organized, and comprehensive manner.
- T. The Grantee shall retain all client records, books, charges, and papers related to the provision of services, service costs, and payments received for at least ten (10) years after services are rendered.
- U. The Grantee and its subcontractors shall comply with confidentiality requirements and all applicable state and federal laws and regulations, such as HIPAA, HITECH, regarding any client information accessed or used by their personnel. The Grantee may have data access to the Department of Public Health's system according to the Business Associate Agreement (BAA). This provision does not limit the Grantee's obligation to provide client or medical records, encounter data, and client care information to DAS, authorized state or federal agencies, or other service providers upon authorized referral.

## **VII. Responsibilities of DAS**

- A. All referrals to the CLFP must come through the DAS Benefits and Resource Hub, Intake and Screening Unit, which is the initial entry point for accessing the CLF. The DAS Intake and Screening Unit completes an initial screening and refers the presumed eligible clients to the Grantee.

- B. DAS will maximize the CLFP funding by leveraging state and federal resources, such as CalAIM initiative and the Community Services Block Grant (CSBG).
- C. DAS manages communication, data sharing, and claims processing with SFHP for the DAS ECM and CS service components.

#### **VIII. Collaborative Responsibilities between the Grantee and HSA**

- A. The Grantee and the DAS Intake and Screening Unit collaborate in the referral and outreach process to promote equitable access to the CLFP.
- B. DAS and the Grantee also collaborate with LHH and other stakeholders through multi-disciplinary team meetings to support the successful transition of clients to the community with appropriate services and resources.
- C. While DAS is responsible for data exchange and claims billing with SFHP, the Grantee must ensure that the database meets file specifications for secure data exchange. The Grantee also shall provide DAS with access to files, the database, and a secure portal for data exchange and claims billing. The Grantee shall abide by all service provision and documentation requirements as outlined in SFHP ECM Program Guide (attached) and Community Supports Program Guide (attached).
- D. The Grantee works closely with HSA Planning Unit staff and DAS staff to ensure appropriate and accurate data for evaluation and program design analysis.

#### **IX. Service Objectives**

On an annual basis, the Grantee shall meet the following service objectives.

- A. Target number of total unduplicated clients served: 375
- B. Target number of total new client enrollments: 181
  - 1. Estimated target number of new enrollments in ECM: 150
  - 2. Estimated target number of new enrollments in traditional CLFP: 25
  - 3. Estimated target number of new enrollments in PG Housing Fund: 6
- C. Target number of total unduplicated clients receiving CS services: 30
  - 1. Estimated target number of Community Transition Services clients: 10
  - 2. Estimated target number of Nursing Facility Transition/Diversion services clients: 20

#### **X. Outcome Objectives**

On an annual basis, the following outcome objectives shall be measured by data reports or the results of the annual client surveys with a participation rate of at least 35% of the actual number of unduplicated clients of the fiscal year.

- A. Clients experience one or fewer unplanned admissions to an acute care hospital within a six-month period. (Target: 85%)
- B. Clients achieve their annual care plan goals within one year of enrollment in the program. (Target: 70%)

- C. Clients feel they are treated with respect by program staff. (Target: 85%)

## **XI. Reporting Requirements**

The Grantee shall provide the following reports during the term of the grant agreement.

- A. The Grantee shall provide monthly reports on service units of all the program components to DAS Program Analyst by the 5th working day of the month for the preceding month.
- B. The Grantee shall enter all required data, including client SOGI data, into the CLFP designated database and comply with reporting timeline requirements, including the CLFP 6-month and annual reports.
- C. The Grantee shall submit response rates and aggregated data from the annual client surveys to DAS by March 15th of each grant year.
- D. The Grantee shall submit time studies of the CLFP staff to DAS. The time study is due on the 10th day following the time study month.
- E. Monthly, quarterly, and annual reports must be entered into the Contracts Administration, Billing and Reporting Online (CARBON) system.
- F. The Grantee shall submit a Fiscal Closeout Report to HSA no later than July 31 of each grant year. This report must be submitted to the CARBON system.
- G. The Grantee shall develop and deliver ad hoc reports as requested by HSA.
- H. The Grantee shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable and to make all reasonable efforts to implement HIPAA and HITECH requirements.
- I. The CLFP program staff shall complete the following trainings on an annual basis and maintain the evidence of staff's completion of the trainings.
  - 1. California Department of Aging (CDA) Security Awareness training or similar training
  - 2. DAS Elder Abuse Prevention and Mandated Reporter training on an annual basis.
- J. All other reports and correspondence shall be sent to the following DAS staff members.
  - 3. Zhiqing Li, Program Analyst  
DAS | Office of Community Partnerships  
PO Box 7988  
San Francisco, CA 94120  
[zhiqing.li@sfgov.org](mailto:zhiqing.li@sfgov.org)
  - 4. Tara Alvarez, Senior Contract Manager  
Office of Contracts Management  
PO Box 7988  
San Francisco, CA 94120  
[tara.alvarez@sfgov.org](mailto:tara.alvarez@sfgov.org)

## **XII. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of compliance with specific program standards or requirements, documentation of consumer eligibility and targeted mandates, records of the units of services and all reports, progress of service and outcome objectives, consumer records' collection and maintenance, reporting performance including monthly service unit reports on SF DAS Getcare, current organizational chart, evidence of program staff's training on Elder Abuse Reporting and California Department of Aging (CDA) Security Awareness Training, written policies and procedures manuals of all DAS/OCF funded programs, written project income policies if applicable, grievance procedure posted onsite and provided for the homebound consumers, site chart with updated hours of operation, a list of board of directors with age and ethnicity information, and outcomes of service provision according to Sections VI, VII, and VIII.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance, and HIPAA compliance.

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

Name					Term
<b>Institute on Aging</b>					<b>7/1/23 - 6/30/27</b>
(Check One)    New        Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>					
If modification, Effective Date of Mod. 7/1/25        No. of Mod. 1					
Program: <b>Community Living Fund</b>					
Budget Reference Page No.(s)	Current	Current	New	New	Total
Program Term	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	<b>7/1/26 - 6/30/27</b>	<b>7/1/23 - 6/30/27</b>
<b>Expenditures</b>					
Salaries & Benefits	\$1,582,218	\$1,793,554	\$1,853,855	\$1,853,855	\$7,083,482
Operating Expense	\$768,688	\$722,688	\$723,996	\$723,996	\$2,939,367
<b>Subtotal</b>	<b>\$2,350,906</b>	<b>\$2,516,242</b>	<b>\$2,577,851</b>	<b>\$2,577,851</b>	<b>\$10,022,849</b>
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$284,481	\$308,442	\$317,684	\$317,684	\$1,228,291
Allowable Indirect from Subcontracts	\$12,750	\$12,750	\$12,750	\$12,750	\$51,000
Capital Expenditure	\$0	\$68,250	\$0	\$0	\$68,250
<b>Total Expenditures</b>	<b>\$2,648,137</b>	<b>\$2,905,684</b>	<b>\$2,908,284</b>	<b>\$2,908,284</b>	<b>\$11,370,390</b>
Purchase of Services	\$2,292,114	\$2,207,525	\$3,750,454	\$4,021,454	\$12,271,546
<b>TOTAL EXPENDITURES</b>	<b>\$4,940,251</b>	<b>\$5,113,209</b>	<b>\$6,658,738</b>	<b>\$6,929,738</b>	<b>\$23,641,936</b>
<b>HSA Revenues</b>					
General Funds	\$3,843,930	\$3,854,028			\$7,697,958
CLF-Modification/New			\$4,032,496	\$4,020,680	\$8,053,176
CSBG match	\$1,096,321	\$1,096,321	\$1,096,321	\$1,096,321	\$4,385,284
Local Funds for Home Safe			\$320,400	\$320,400	\$640,800
NFT		\$123,732	\$1,131,264	\$1,414,080	\$2,669,076
CTS		\$39,128	\$78,257	\$78,257	\$195,642
<b>Total Revenues</b>	<b>\$4,940,251</b>	<b>\$5,113,209</b>	<b>\$6,658,738</b>	<b>\$6,929,738</b>	<b>\$23,641,936</b>
Prepared by:					
HSA-CO Review Signature:					
<b>HSA #1</b>					

## Cu

					Current	Current	New	New	Total
					7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/23 - 6/30/27
	Agency Totals		For HSA Program		DAS	DAS	DAS	DAS	DAS
POSITION TITLE	Annual Full TimeSalary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
CLF Manager / Sr CLF Manager	\$ 139,704	0.90	100%	0.90	\$ 113,982	\$122,252	\$125,733	\$125,733	\$ 487,701
Business Manager	\$ 79,866	0.05	100%	0.05	\$ -	\$0	\$3,993	\$3,993	\$ 7,987
VP of Community Living	\$ 235,569	0.10	100%	0.10	\$ 21,904	\$22,282	\$23,557	\$23,557	\$ 91,299
Senior Director of Care Management	\$ 186,966	0.20	100%	0.20	\$ 29,649	\$34,137	\$37,393	\$37,393	\$ 138,573
Sr Clinical Supervisor #1	\$ 122,189	1.00	100%	1.00	\$ 94,599	\$112,186	\$122,189	\$122,189	\$ 451,162
Clinical Supervisor #2	\$ -	0.00	100%	0.00	\$ 85,430	\$112,321	\$0	\$0	\$ 197,751
Accounting Coordinator 1 / Sr. Program Admin Coordinator	\$ 71,749	0.90	100%	0.90	\$ 31,371	\$33,970	\$64,574	\$64,574	\$ 194,490
Sr. Program Coordinator	\$ 71,643	0.50	100%	0.50	\$ 29,302	\$33,703	\$35,822	\$35,822	\$ 134,648
Care Manager #1	\$ 76,468	1.00	100%	1.00	\$ 52,242	\$54,982	\$76,468	\$76,468	\$ 260,161
Care Manager #2	\$ -	0.00	100%	0.00	\$ 48,224	\$0	\$0	\$0	\$ 48,224
Care Manager #3	\$ 103,508	1.00	100%	1.00	\$ 71,127	\$98,319	\$103,508	\$103,508	\$ 376,462
Care Manager #4	\$ 123,119	1.00	100%	1.00	\$ 34,985	\$87,242	\$123,119	\$123,119	\$ 368,465
Care Manager #5	\$ 96,888	1.00	100%	1.00	\$ 81,552	\$84,055	\$96,888	\$96,888	\$ 359,383
Care Manager #6	\$ 94,994	1.00	100%	1.00	\$ 101,822	\$62,092	\$94,994	\$94,994	\$ 353,901
Care Manager #7	\$ 94,994	1.00	100%	1.00	\$ 64,299	\$89,766	\$94,994	\$94,994	\$ 344,052
Care Manager #8	\$ 118,643	1.00	100%	1.00	\$ 105,915	\$112,449	\$118,643	\$118,643	\$ 455,651
Care Manager #9	\$ 113,425	1.00	100%	1.00	\$ 21,959	\$104,641	\$113,425	\$113,425	\$ 353,451
Care Manager #10	\$ -	0.00	100%	0.00	\$ 31,121	\$3,582	\$0	\$0	\$ 34,703
OT Consultant #1	\$ -	0.44	100%	0.44	\$ 45,433	\$54,762	\$0	\$0	\$ 100,195
OT Consultant #2	\$ 151,002	1.00	100%	1.00	\$ 135,337	\$143,472	\$151,002	\$151,002	\$ 580,813
Clinical Supervisor	\$ 127,551	0.30	100%	0.30	\$ 16,245	\$14,670	\$38,265	\$38,265	\$ 107,446
Outreach Coordinator	\$ 73,145	0.80	100%	0.80	\$ 24,252	\$53,959	\$58,516	\$58,516	\$ 195,244
Clinical Supervisor	\$ -	0.00	100%	0.00	\$ 25,023	\$0	\$0	\$0	\$ 25,023
	\$ 2,081,423	14.19	23	14.19	\$ 1,265,773	\$ 1,434,844	\$ 1,483,084	\$ 1,483,084	\$ 5,666,785
FRINGE BENEFIT RATE	25%				25%	25%	25%	25%	
EMPLOYEE FRINGE BENEFITS	\$520,356				\$ 316,445	\$358,710	\$370,771	\$370,771	\$ 1,416,697
TOTAL SALARIES & BENEFITS	\$2,601,778				\$1,582,218	\$1,793,554	\$1,853,855	\$1,853,855	\$7,083,482

Operating Expense Detail

<u>Expenditure Category</u>	Current <u>7/1/23 - 6/30/24</u>	Current <u>7/1/24 - 6/30/25</u>	New <u>7/1/25 - 6/30/26</u>	New <u>7/1/26 - 6/30/27</u>	Total <u>7/1/23 - 6/30/27</u>
Rental of Property	\$76,008	\$76,008	\$76,008	\$76,008	\$304,032
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$0	\$0	\$0	\$0	\$0
Office Supplies, Postage	\$4,000	\$2,000	\$2,000	\$2,000	\$10,000
Building Maintenance Supplies and Repair	\$0	\$0	\$0	\$0	\$0
Printing and Reproduction	\$0	\$0	\$0	\$0	\$0
Insurance	\$6,367	\$6,367	\$6,367	\$6,367	\$25,468
Staff Training	\$0	\$0	\$0	\$0	\$0
Staff Travel	\$10,000	\$6,000	\$6,000	\$6,000	\$28,000
Outreach, Marketing	\$4,000	\$1,000	\$1,000	\$1,000	\$7,000
Rental of Equipment	\$0	\$0	\$0	\$0	\$0
<b>Consultants/Subcontractors</b>					
Catholic Charities	\$153,982	\$157,832	\$157,832	\$157,832	\$627,477
Self-Help for the Elderly	\$172,014	\$172,014	\$172,014	\$172,014	\$688,055
Conard House	\$126,941	\$130,115	\$130,115	\$130,115	\$517,285
Temporary Contract Employees	\$1,427	\$0	\$0	\$0	\$1,427
<b>OTHER</b>					
Web Hosting and User Fee	\$143,853	\$143,853	\$143,853	\$143,853	\$575,412
Technology Equipment	\$21,866	\$3,000	\$3,000	\$3,000	\$30,866
Wireless Fees	\$11,500	\$9,000	\$9,000	\$9,000	\$38,500
Storage	\$7,500	\$7,500	\$8,808	\$8,808	\$32,616
Recruiting Fees	\$7,586	\$3,000	\$3,000	\$3,000	\$16,586
Professional Trainings/Retreat	\$3,500	\$3,500	\$3,500	\$3,500	\$14,000
Translation Services	\$18,144	\$1,500	\$1,500	\$1,500	\$22,644
<b>OPERATING EXPENSE TOTAL</b>	<b>\$768,688</b>	<b>\$722,688</b>	<b>\$723,996</b>	<b>\$723,996</b>	<b>\$2,939,367</b>
<b>HSA #3</b>					



EQUIPMENT		Current	Current	New	New	Total
No.	ITEM/DESCRIPTION	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/23 - 6/30/27
1	RTZ PACECare Software	\$0	\$41,000			\$41,000
2	RTZ PACECare Software	\$0	\$27,250			\$27,250
TOTAL EQUIPMENT COST		\$0	\$68,250	\$0	\$0	\$68,250
REMODELING						Total
Description:		7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/23 - 6/30/27
TOTAL REMODELING COST						
TOTAL CAPITAL EXPENDITURE (Equipment and Remodeling Cost)		\$0	\$68,250	\$0	\$0	\$68,250

## HSA #4

Purchase of Service Detail

	Current	Revised	New	New	Total
<u>Purchase of Service Category</u>	<u>7/1/23 - 6/30/24</u>	<u>7/1/24 - 6/30/25</u>	<u>7/1/25 - 6/30/26</u>	<u>7/1/26 - 6/30/27</u>	<u>7/1/23 - 6/30/27</u>
Global Purchase of Services	\$2,292,114	\$2,025,525	\$2,341,454	\$2,341,454	\$9,000,546
NFT Service Fees		\$177,590	\$1,368,680	\$1,629,600	\$3,175,870
NFT Admin Fees		\$4,410	\$40,320	\$50,400	\$95,130
<b>TOTAL PURCHASE OF SERVICE EXPENSE</b>	<b>\$2,292,114</b>	<b>\$2,207,525</b>	<b>\$3,750,454</b>	<b>\$4,021,454</b>	<b>\$12,271,546</b>
HSA #4					

### HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

Name <b>Institute on Aging</b>					Term <b>7/1/23 - 6/30/27</b>
(Check One)    New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>					
If modification, Effective Date of Mod. 7/1/25    No. of Mod. 1					
Program: <b>CLF-PG Housing Fund</b>					
Budget Reference Page No.(s)	Current	Current	New	New	Total
Program Term	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	<b>7/1/26 - 6/30/27</b>	<b>7/1/23 - 6/30/27</b>
<b>Expenditures</b>					
Salaries & Benefits	\$22,123	\$20,388	\$26,790	\$26,790	\$96,091
Operating Expenses	\$33,695	\$30,107	\$23,705	\$23,705	\$111,211
<b>Subtotal</b>	<b>\$55,818</b>	<b>\$50,495</b>	<b>\$50,495</b>	<b>\$50,495</b>	<b>\$207,302</b>
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$8,372	\$7,574	\$7,574	\$7,574	\$31,094
Purchase of Service	\$303,865	\$311,591	\$311,591	\$311,591	\$1,238,638
<b>Total Expenditures</b>	<b>\$368,055</b>	<b>\$369,660</b>	<b>\$369,660</b>	<b>\$369,660</b>	<b>\$1,477,035</b>
<b>DAS Revenues</b>					
General Funds	\$368,055	\$369,660	\$369,660	\$369,660	\$1,477,035
<b>TOTAL HSA REVENUES</b>	<b>\$368,055</b>	<b>\$369,660</b>	<b>\$369,660</b>	<b>\$369,660</b>	<b>\$1,477,035</b>
<b>Other Revenues</b>					
<b>Total Revenues</b>	<b>\$368,055</b>	<b>\$369,660</b>	<b>\$369,660</b>	<b>\$369,660</b>	<b>\$1,477,035</b>
Full Time Equivalent (FTE)					
Prepared by: Matthew Mouille					
HSA-CO Review Signature:					
HSA #1					

**Salaries & Benefits Detail**

POSITION TITLE	Current		Current		New		New		Total
	7/1/23 - 6/30/24		7/1/24 - 6/30/25		7/1/25 - 6/30/26		7/1/26 - 6/30/27		7/1/23 - 6/30/27
	Agency Totals		HSA Program						DAS
	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary
Procurement Director	\$ 143,219	1.00	5%	5%	\$7,161	1,342.00	-	-	\$8,503
Business Manager	\$ -	1.00	5%	5%	\$0		-	-	\$0
Sr Director Care Management	\$ 149,526	1.00	5%	5%	\$7,476	8,534.00	-	-	\$16,010
Manager, CLF Program / Sr. Manager, CLF Program	\$ 136,964	1.00	10%	10%	\$3,061	6,434.00	13,970.37	13,970.37	\$37,436
Sr. Program Admin Coordinator	\$ 73,156	1.00	10%	10%	-	\$0	7,461.92	7,461.92	\$14,924
TOTALS	\$ 502,866	5.00	35%	0.35	\$17,698	\$16,310	\$21,432	\$21,432	\$76,873
FRINGE BENEFIT RATE	25%								
EMPLOYEE FRINGE BENEFITS	\$125,716				4,424.50	4,077.50	5,358.07	5,358.07	\$19,218
TOTAL SALARIES & BENEFITS	\$628,582				22,122.50	20,387.50	26,790.36	26,790.36	\$96,091
HSA #2									

<u>Expenditure Category</u>	Current <u>7/1/23 - 6/30/24</u>	Current <u>7/1/24 - 6/30/25</u>	New <u>7/1/25 - 6/30/26</u>	New <u>7/1/26 - 6/30/27</u>	Total <u>7/1/23 - 6/30/27</u>
Rental of Property	\$800	\$800	\$800	\$800	\$3,200
Utilities(Elec, Water, Gas, Phone, Garbage)	\$250	\$250	\$250	\$250	\$1,000
Office Supplies, Postage	\$344	\$344	\$344	\$344	\$1,376
Building Maintenance Supplies and Repair	\$0	\$0	\$0	\$0	\$0
Printing and Reproduction	\$0	\$0	\$0	\$0	\$0
Insurance	\$200	\$200	\$200	\$200	\$800
Staff Training / Recruiting	\$0	\$0	\$0	\$0	\$0
Staff Travel-(Local and Out of Town)	\$0	\$0	\$0	\$0	\$0
Rental of Equipment	\$0	\$0	\$0	\$0	\$0
<b>CONSULTANTS</b>					
Temp Contractor	\$29,601	\$25,513	\$19,111	\$19,111	\$93,335
<b>OTHER</b>					
RTZ Updates	\$0	\$0	\$0	\$0	\$0
Technology	\$2,500	\$3,000	\$3,000	\$3,000	\$11,500
<b>TOTAL OPERATING EXPENSE</b>	<b>\$33,695</b>	<b>\$30,107</b>	<b>\$23,705</b>	<b>\$23,705</b>	<b>\$ 111,211</b>
<b>HSA #3</b>					

Purchase of Service Detail					
	Current	Current	New	New	Total
Purchase of Service Category	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/23 - 6/30/27
Global Purchase of Services	\$303,865	\$311,591	\$311,591	\$311,591	\$1,238,638
<b>TOTAL PURCHASE OF SERVICE EXPENSE</b>	<b>\$303,865</b>	<b>\$311,591</b>	<b>\$311,591</b>	<b>\$311,591</b>	<b>\$1,238,638</b>
<b>HSA #4</b>					

**Appendix I - Federal Award Information for Subrecipients**

	E	F	G	H	I	J	K	L	M	N	O	P
8	Service	Assistance Listing (CFDA)	Assistance Listing (CFDA) 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?
154	Community Living Fund (IOA)	93.778	Medical Assistance Program (MAP)	Medi-Cal	Department of Health and Human Services	2305CA5MAP	08/01/22 11/01/22 01/01/23 04/01/23 07/01/23	The Department of Health Care Services (DHCS) is the single State agency designated to administer or supervise the administration of Medicaid programs under Title XIX. The California Department of Social Services is a subrecipient of DHCS and serves as a passthrough entity for federal funds received in reimbursement from DHCS for counties' Title XIX-eligible expenditures. This funding provides Federal financial participation to State and local entities for payments of medical assistance on behalf of cash assistance recipients, children, pregnant women, and the aged who meet income and resource requirements, and other categorically-eligible groups.	Ca Dept of Health Care Services to Ca Dept of Social Services	N/A: Annual subvention funding	Anticipating estimated \$90,000,000 annually	No

## Appendix J

### Federal Requirements for Subrecipients: Provisions for All Federal Funds Subawards 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. Subaward** means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient

- i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
- ii. May determine client eligibility for the federal program
- iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

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

**D. 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 Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**

- 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.
- iv. See 2 CFR §200.330 for more guidance.

**E. 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**

- A.** Subrecipient 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. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

## **III. Requirements for Pass-Through Entities (2 CFR §200.331)**

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement the Subrecipient shall include
  - i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge.
  - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward.
  - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or. If no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
  - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
  - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement, the Subrecipient agrees to
  - i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (iii) of this section,
  - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions.
  - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements.

- iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements.
- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

**IV. 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
- B. 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.
- C. Providing full and open competition as per 2 CFR § 200.319
- D. 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.

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

- A. 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. This includes but is not limited to compliance with the following
- B. §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they
  - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
  - ii. Be incorporated into the official records of the Subrecipient;
  - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities;

- iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
- v. Comply with the established accounting policies and practices of the Subrecipient;
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii)).
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100% on the same Federal program, or equivalent documentation as supporting documentation.

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

Subrecipient 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).

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

Subrecipient 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).

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

Subrecipient 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).

**IX. Contract Work Hours and Safety Standards** *(applicable to all agreements 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:** Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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.

**X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests** *(2 CFR §200 Appendix II(f) and 2 CFR §200.315)*

- A.** Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed

elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).

- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

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

- A. Subrecipient represents and warrants that it is not
  - (1) Debarred nor suspended from federal financial assistance programs and activities
  - (2) Proposed for debarment
  - (3) Declared ineligible
  - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- B. Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs as specified above. 2 CFR §180.220.
  - (1) Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and/or including such a clause in their contracts/agreements with the lower level entities. It is also required to check those entities’ status at the System for Award Management (SAM) at [www.sam.gov](http://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.

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

**A. Subrecipient 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.

**XIII. Single Audit Requirements**

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

Subrecipient shall, upon request of the Human Services Agency, submit a copy of the Single Audit within thirty (30) days after receipt of the Auditor's report, or nine (9) months after the

end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight federal agency.

**XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies**

- 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 agreement provisions. All 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. Subrecipient 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

**XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts**

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude Requirements for Pass-Through Entities) 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.



SAN FRANCISCO HUMAN SERVICES AGENCY

**Department of Disability  
and Aging Services**

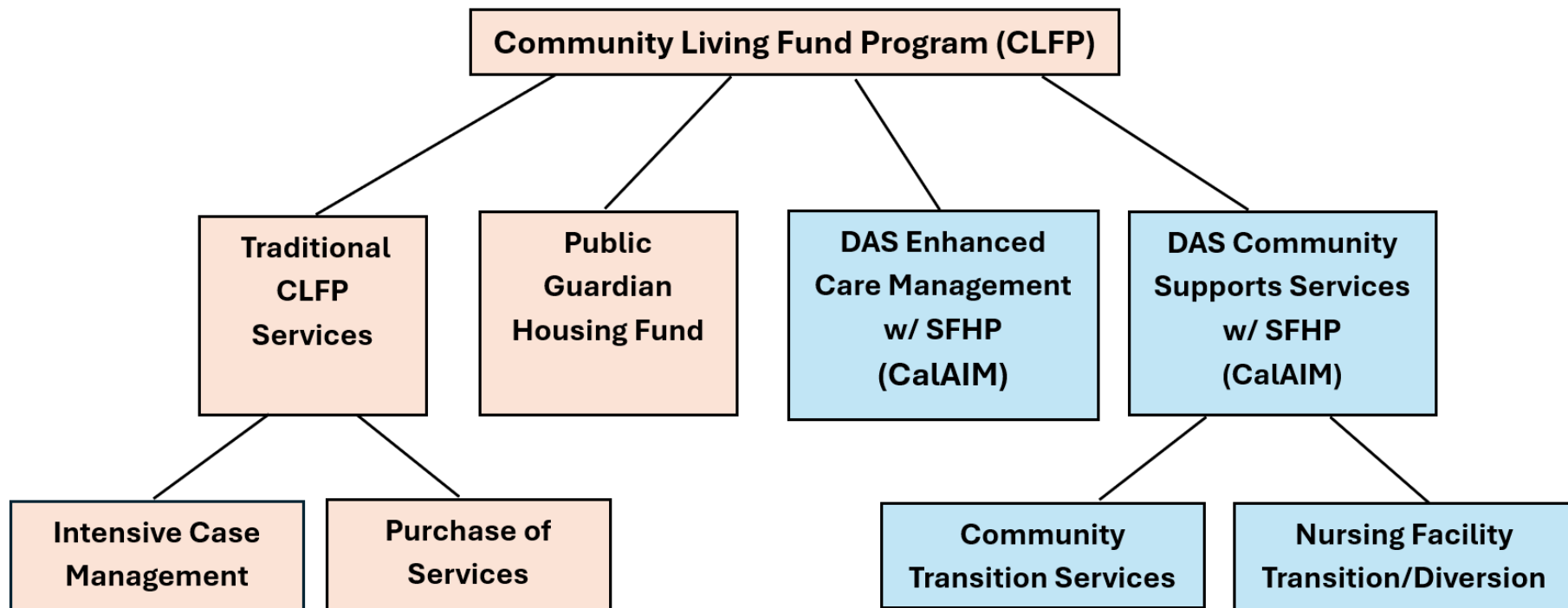
# **Community Living Fund Program Presentation**

## **Resolutions 250514, 250515, 250516**

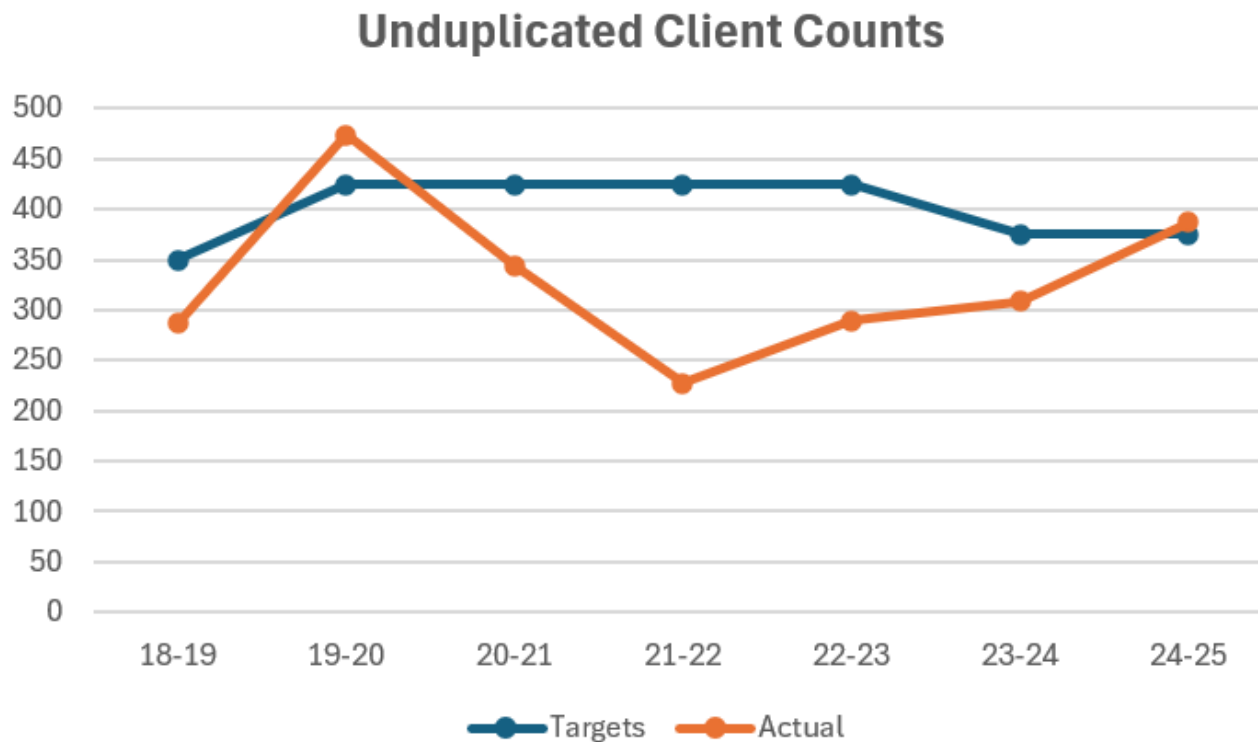




# Service Overview



# Program Performance Trend



# Client Referral Pathways



# CalAIM Revenue Forecast

CalAIM Services	Contract Term with SFHP	Projected Revenue Amounts	Revenue Received (7/1/23 – 6/30/24)
DAS Enhanced Care Management	7/1/2023 – 6/30/2028	\$3.9 million	\$1 million
DAS Community Supports	7/1/2024 – 6/30/2028	\$6 million	\$160,000 (estimated)
<b>TOTAL</b>	7/1/2023 – 6/30/2028	<b>\$9.9 million</b>	<b>\$1.16 million</b>





SAN FRANCISCO HUMAN SERVICES AGENCY  
**Department of Disability  
and Aging Services**

# Thank you!



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

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**INSTITUTE ON AGING**  
**Grant ID: 1000028610**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **July 1, 2023**, in the City and County of San Francisco, State of California, by and between **INSTITUTE ON AGING, 3575 GEARY BOULEVARD SAN FRANCISCO CA 94118** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **Human Services Agency** (“Department”),

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through Request for Proposals #1050, which was competitively bid on January 9, 2023, and is consistent therewith; and

**WHEREAS**, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**Community Living Fund program provides case management and purchase of services for older adults and adults with disabilities who are currently in a skilled nursing facility and are ready to live in the community, or those at risk of being institutionalized. ;** and

**WHEREAS**, the City’s Board of Supervisors approved this Agreement by Resolution #305-23 on June 16, 2023; and

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

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

## **ARTICLE 1 DEFINITIONS**

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

- (a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B and B1.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix A, B, and B1.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and

expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

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

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

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

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

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

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

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

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



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

### **ARTICLE 3 TERM**

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

**3.2 Duration of Term.** The term of this Agreement shall commence on **July 1, 2023** and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

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

#### **4.2 Grantee's Personnel.**

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

(c) Expired as of 3/1/23. (see <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>)

**4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or

other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

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

#### **4.5 Publications and Work Product.**

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

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

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

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other

purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

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

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

## **ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS**

### **5.1 Maximum Amount of Grant Funds.**

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Three Hundred Seventy-Seven Thousand Thirty-Six Dollars (\$10,377,036)** for the period **from July 1, 2023 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount: Up to One Million, Thirty-Seven Thousand Seven Hundred Four Dollars (\$1,037,704) may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eleven Million, Four Hundred Fourteen Thousand Seven Hundred Forty Dollars (\$11,414,740)** for the period from **July 1, 2023 to June 30, 2025.**

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

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

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

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

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

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

**6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

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

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

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

**6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate

financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

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

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

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

## **ARTICLE 7 TAXES**

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

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

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

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

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

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

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

#### **8.4 Conflict of Interest.**

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

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

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

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

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

### **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

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

**9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of

Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

## **ARTICLE 10 INSURANCE**

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.



- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.
- (e) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

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

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

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

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

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

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

**10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all

necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee

will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

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

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

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

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

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

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

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

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

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

### **11.5 Registry of Charitable Trusts**

Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal

requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

## **ARTICLE 12**

### **DISCLOSURE OF INFORMATION AND DOCUMENTS**

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

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

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

**12.4 Data Security.** To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) Contractor's website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City's Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977

or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to the City's Confidential Information and hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 4 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to the City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

(i) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798 et seq);

(ii) The European General Data Protection Regulation (GDPR);

(iii) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States;

(iv) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;

(v) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;

(vi) Relevant security provisions of the Criminal Justice Services (CJIS) Security policy;

(vii) Relevant security provisions of the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of San Francisco.

**12.5 Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the

proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

**12.6 Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g. HTTPS or SFTP or most current industry standard established by NIST). Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the continental United States.

**12.7 American Institute of Certified Public Accounts (AICPA) Audit Reports.**

(a) Contractor shall provide to City, on an annual basis, an SOC 1, Type 2 Audit Report, to be conducted by an independent third party ("Audit Reports") (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. If Contractor receives a so-called "negative assurance opinion," or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of such opinion within three (3) days of receipt by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

(b) **Audit of Contractor's Policies.** Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

(c) **Information Security Audits.** Contractor must contract with an independent third party to perform yearly information security audits of their primary and backup Data Centers. The annual audits must include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the third-party directly on the internal network. The summary results of the audits must be shared with the City. All audit findings must be remedied.

**Audit Findings.** Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

**ARTICLE 13  
ASSIGNMENTS AND SUBCONTRACTING**

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

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

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

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

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

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

## **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

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

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

### **14.3 Consequences of Recharacterization.**

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

credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

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

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

## **ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS**

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City: **HUMAN SERVICES AGENCY**  
**DIRECTOR OF CONTRACTS, GB00**  
**OFFICE OF CONTRACT MANAGEMENT**  
**P.O. BOX 7988**  
**SAN FRANCISCO, CA 94120-7988**

If to Grantee: **INSTITUTE ON AGING**  
**3575 GEARY BOULEVARD**  
**San Francisco, CA 94118**  
Attn: **J. THOMAS BRIODY**  
Email: **TBRIODY@IOAGING.ORG**

Any notice of default must be sent by registered mail.

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

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



**15.4 Notification of Breach or Security Incident.** Grantee shall notify City within 5 calendar days of any breach of health information or personally identifiable information; any use or disclosure of health information or personally identifiable information not permitted by the Agreement; any Security Incident (except as defined under HIPAA) related to PHI, and any use or disclosure of health information or personally identifiable information in violation of any applicable federal or state laws by Grantee or its agents or subcontractors. The notification shall include, at minimum, the identification of each individual whose health information or personally identifiable information has been, or is reasonably believed by Grantee to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule pursuant to HIPAA and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available.

Grantee shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. For confirmed breaches or Security Incidents, Grantee shall provide City with a summary report explaining the systems, databases, and/or records that were affected, the details of the type of incident (i.e. ransomware, phishing, malware, virus, stolen information, human error, malicious insiders, password breach, SQL injection attack, XSS attack, DDoS, Man-In-the-Middle attack, etc), whether Grantee has notified and is working with law enforcement, and if Grantee is working with a security or cybersecurity expert, and summary report from the security/cybersecurity expert.

## **ARTICLE 16 COMPLIANCE**

### **16.1 Reserved.**

### **16.2 Nondiscrimination; Penalties.**

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

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

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits

specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

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

### **16.3 Reserved.**

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

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

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

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8. Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply

with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

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

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

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

**16.12 Preservative-treated Wood Containing Arsenic.** Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives

prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### **16.13 Reserved. (Working with Minors)”.**

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

**16.15 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.** Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients’ sexual orientation and gender identity, and reporting such data to the Department **annually**. In seeking to collect information about clients’ sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health’s Policies and Procedures entitled “Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

#### **16.17 Consideration of Criminal History in Hiring and Employment Decisions.**

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

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

**16.18 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

**16.19 Reserved. Slavery Era Disclosure.**

**16.20 Distribution of Beverages and Water.**

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

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

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

**16.22 Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations

and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

## **ARTICLE 17 MISCELLANEOUS**

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

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

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

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

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

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

- Appendix A, Services to be Provided**
- Appendix B, Budget-CLF**
- Appendix B-1, Budget-Public Guardian**
- Appendix C, Method of Payment**
- Appendix D, Interests in Other City Grants**
- Appendix E, Permitted Subgrantees**
- Appendix F, Business Associate Agreement**
- Appendix G, Data Access Agreement**
- Appendix H, Privacy Attestation**

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

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

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

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

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

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

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

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

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

This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

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

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

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



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


**CITY**

HUMAN SERVICES AGENCY

By:  8/10/2023  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director  
Human Services Agency

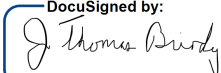
**Approved as to Form:**

David Chiu  
City Attorney

By:  8/7/2023  
6548676A9DB34B1...  
Charles Bruce  
Deputy City Attorney

**GRANTEE:**

**INSTITUTE ON AGING**

By:  6/23/2023  
4024D44EADF9438...  
Print Name: J. Thomas Briody

Title: Chief Executive Officer  
Federal Tax ID #:94-2978977  
City Supplier Number: 0000018304

## **Appendix A: Services to be Provided July 1, 2023 to June 30, 2025**

### **Institute on Aging**

#### **Community Living Fund - Case Management and Purchase of Services**

##### **I. Purpose of Grant**

The purpose of this grant is to provide case management and other services as part of the Community Living Fund (CLF) that is being administered by the Department of Disability and Aging Services. The CLF is used to subsidize services, or a combination of goods and services, that help individuals who are currently in or at imminent risk of being institutionalized.

The Community Living Fund Program (CLFP) is intended to reduce unnecessary institutionalization by providing older adults and younger adults with disabilities with options for where and how they receive assistance, care, and support. The design of the CLFP includes a two-pronged approach: (1) coordinated case management; and (2) purchase of services.

The CLFP will provide the resources and services not available by other means, to vulnerable older adults and younger adults with disabilities.

The Community Living Fund Program (CLFP) is consistent with the goals of the Community Living Fund (CLF), which are to:

- A. Enable older adults and adults with disabilities who are eligible to remain living safely in their own homes and communities for as long as possible;
- B. Provide financial support for home and community-based long-term care and supportive services beyond what is currently available;
- C. Offer flexible funding to create “wrap-around” services that provide essential community-based assistance, care, and support;
- D. Facilitate the development of service delivery models that strengthen the community-based long-term care systems and workforce;
- E. Expand, not supplant, existing funding, to fill funding gaps until new sources of financial support for community-based long-term care services can be secured through federal Medicaid waivers and/or other means.

##### **II. Eligibility for Services under the CLF Program**

In order to obtain services, an individual must, at a minimum, be:

- A. 18 years or older;
- B. Institutionalized or deemed, at assessment, to be at imminent risk of being institutionalized;
- C. A resident of San Francisco;
- D. Willing and able to live in the community with appropriate supports;

- E. At an income level of 300% of federal poverty or less plus assets up to \$130,000 for case management services. Individuals with only purchase of service needs must have an income level of 300% of federal poverty or less plus assets up to \$6,000.

Further, an individual must have a demonstrated need for a service and/or resource that will serve to prevent institutionalization or enable community living.

The following groups of people will be served:

1. The priority will be patients of Laguna Honda Hospital and Zuckerberg San Francisco General Hospital who are willing and able to be discharged to community living.
2. Patients at other San Francisco acute care hospitals and skilled nursing facilities.
3. Nursing home eligible individuals on the Laguna Honda Hospital waiting list (some of whom are at Zuckerberg San Francisco General Hospital or other hospitals) who are willing and able to remain living in the community.
4. Individuals who are at imminent risk for nursing home or institutional placement, willing and able to remain living in the community with appropriate supports.

Specific conditions or situations such as substance abuse or chronic mental illness shall not be a deterrent to services if the eligibility criteria are met.

### **III. Target Populations**

This program supports all ethnicities and populations in San Francisco with focused expertise to address the unique cultural needs of:

- 1) Persons with low income
- 2) Persons who are socially isolated
- 3) Persons with limited English-speaking proficiency
- 4) Persons from communities of color
- 5) Persons who identify as LGBTQ+
- 6) Persons at risk of institutionalization

### **IV. Definitions**

ADL	Activities of daily living are activities related to personal care. They include bathing or showering, dressing, getting in and out of bed or a chair, walking, using the toilet, and eating.
Adult with a Disability	A person 18-59 years of age living with a disability
BAA	Business Associate Agreement; establishes a legally binding relationship between HIPAA-covered entities and business associates to ensure complete protection of PHI
CalAIM	California Advancing and Innovating Medi-Cal, a program of the state Medi-Cal system with the goal of providing coordinated and equitable access to services throughout the lifespan; will provide for Enhanced Care Management, a person-centered care management approach, and provision of Community Supports,

	services to address social drivers of health such as housing support and medically supported foods.
CARBON	Contracts Administration, Reporting, and Billing Online System
Case Management	Case management is a formal strategy that coordinates and facilitates access to a variety of services in a timely manner for people who need assistance in organizing and managing their care and/or supportive services. It includes a standardized process of client intake, assessment, care planning, care plan implementation, monitoring, reassessment, and discharge/termination. This includes intensive case management services which may require frequent visits and follow up depending on care needs. Case management is an integral component of long-term care service delivery and is central to accessing additional services through the CLF Program.
Community Living Fund	The Community Living Fund (CLF), or “the Fund”, was created in the San Francisco Administrative Code Section 10.100-12 to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. DAS oversees the administration of the Fund.
Community Living Fund Program	Funded by CLF, the Community Living Fund Program (CLFP) provides for home- and community-based services, or a combination of equipment and services, that will help those who are currently, or at risk of being, institutionalized to continue living independently in their homes, or to return to community living. This program, using a two-pronged approach of coordinated case management and purchased services, provides the needed resources, not available through any other mechanism, to vulnerable older adults and adults with disabilities.
DAS	Department of Disability and Aging Services
Disability	A condition or combination of conditions that is attributable to a mental, cognitive, or physical impairment, including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: a) Self-care: activities of daily living (ADL), and instrumental activities of daily living (IADL); b) Capacity for independent living and self-direction; c) Cognitive functioning, and emotional adjustment
HIPAA	Health Insurance Portability and Accountability Act. A federal law that created national standards to protect patient health information from being disclosed without a patient’s consent or knowledge.

HITECH	Health Information Technology for Economic and Clinical Health; creates incentives related to health care information technology, including incentives for the use of electronic health record (EHR) systems among providers
HSA	Human Services Agency of the City and County of San Francisco
IADL	Instrumental activities of daily living are the skills and abilities needed to perform certain day-to-day tasks associated with an independent lifestyle. These activities are not considered to be essential for basic functioning, but are regarded as important for assessing day-to-day quality of life and relative independence.
At imminent risk of institutionalization	To be considered at imminent risk of institutionalization, a person must have, at a minimum, one of the following: 1) functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transfer, bathing, toileting, and grooming; or 2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or 3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living (IADLs): preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone.
MOU	Memorandum of Understanding: describes a bilateral or multilateral agreement between two or more parties.
Older Adult	An individual who is 60 years of age or older
PHI	Protected Health Information; any information in a medical record that can be used to identify an individual, and that was created, used, or disclosed in the course of providing a health care service, such as a diagnosis or treatment
Purchase of Service	Purchased goods and services for clients deemed necessary by assessment; purchases may include equipment, modifications to residence, or needed support services
SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 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 (Chapter 104, Sections 104.1 through 104.9)

## **V. Description of Services**

### **Case Management Component**

The Grantee will provide different levels of case management services including intensive case management service and moderate to minimal assistance. These levels of case management allow flexibility to tailor to individual needs to ensure stabilization and to avoid premature hospitalization and/or institutionalization.

Levels of case management are defined as below:

- A. Intensive case management will be provided for persons with complex medical, cognitive, behavioral, and psychological needs who require a maximum amount of care and supervision and access to ongoing resources and services. Intensive case management for unstable clients with chronic and acute complex needs will require extensive coordination of and access to a full range of social, behavioral, mental health, and medical services.
- B. Moderate case management will be provided for persons who require moderate to minimal assistance and support as well as access to one-time resources and services. Moderate case management can address needs of more stable clients with identified situations that require limited intervention to complete. This level of case management ensures stabilization and avoidance of hospitalization and nursing home placement.

Level of case management need and intervention will be determined on assessment by case manager.

#### **Purchase of Services Component**

The Grantee will manage purchased goods and services for clients, including those of their sub-contractors if used. The CLFP will support a menu of service options and level of assistance, care, and support, and a range of housing, and supportive services. These services must be deemed necessary by a CLFP case manager, and the funds are only used as a last resort, when all other payment options for that service have been exhausted. The CLFP will access and leverage state and federal funds whenever possible and incorporate processes in CLFP policies and procedures. Purchased services will supplement other available resources to ensure that each client receives the comprehensive array of appropriate services that are necessary to allow for community living.

#### **Additional CLFP Initiatives**

The CLFP also supports other program initiatives, and the Grantee will work collaboratively with these initiatives through the identified organization in providing services. All referrals through these initiatives must meet CLFP eligibility criteria. Current initiatives supported by CLFP include:

- A. DAS Public Guardian (PG) Housing Fund - Supported by CLFP through the provision of administration of housing funds for CLFP eligible participants. In this initiative, the PG program provides program support including in-person visits, coordinated case management services, monthly approval of the housing subsidies, and other activities to ensure equitable access and appropriate use of the fund.

Allowable purchases through the PG Housing Fund include:

1. Supplement monthly subsidy (up to 100% as appropriate) for a licensed Assisted Living Facility (ALF), supportive housing, or similar; subsidies will be paid to vendors within the existing CLFP vendor network, and when required, new vendor agreements will be established.
  2. Move-related costs and purchases such as security deposits, moving boxes, transportation for move, care provider hours to pack and unpack belongings, furniture, and similar purchases.
- B. Enhanced Care Management (ECM) - The current grant agreement also includes Enhanced Care Management services through the CalAIM state initiative for members of the San Francisco Health Plan (SFHP) who are adults living in the community who are at risk for long-term care institutionalization as well as nursing facility residents transitioning to the community. Enhanced Care Management for these two populations of focus align with the goals of CLFP. For ECM clients being served by the Grantee and participating in the SFHP CalAIM initiative, the Grantee shall abide by all service provision and documentation requirements as described in SFHP ECM Program Guide (attached). DAS will be responsible for data exchange and claims billing with SFHP, but Grantee will ensure database meets file specifications allowing for the exchange of data in a secure file. Grantee will also provide DAS access to files and database as well as a secure portal within database allowing for data exchange and claims billing.

### **Program Administration**

#### **The Grantee will:**

- A. Work with the DAS Benefits and Resource Hub for referrals to the CLFP. All referrals to the CLFP come through the DAS Benefits and Resource Hub, which is the initial entry point for accessing the fund. DAS Benefits and Resource Hub completes an initial screening and refers those presumed eligible for the fund to the CLFP Grantee.
- B. Manage a waitlist with strategic decision making with DAS for financial considerations, prioritizations, and trends.
- C. Coordinate all case management services through clinical supervision; including collaboration between multidisciplinary staff, across all sub-contracted organizations, through weekly scheduled case conferencing. There must be strong collaboration to share expertise.
- D. Work collaboratively with other community organizations presently working with the client and additional ones who can provide specific expertise. When working in collaboration with other agencies or community-based organizations through sub-contracts, MOUs, and/or BAAs, respondent will assure that they will have staffing and experience in the appropriate areas.
- E. Ensure that the purchase of all proposed goods and services is reasonable, prudent and properly procured following clearly written internal fiscal policies and procedures.
- F. CLF is the fund of last resort in the purchase of goods and services. As such, all other viable options must be exhausted prior to utilization of CLF dollars.
- G. Work collaboratively with DAS CLF Program Analyst to strategize program direction.

- H. Develop and maintain collaborations with both City departments and community programs to reach the target population that is eligible for the services supported by the CLFP.
- I. Conduct multidisciplinary meetings with stakeholders and partners monthly or as needed for the purposes of transitioning clients to the community and/or forwarding the mission of CLF.
- J. Support a CLFP Advisory Council to provide a forum for consumer and community feedback. Members should include current and former program participants, representatives from community agencies, as well as a population representative of San Francisco.
- K. Conduct activities that measure program impact such as participant improvements and outcomes in their quality of life as a result of program participation. These activities are conducted annually (at a minimum) to gather additional input from participants regarding their direct experience in an anonymous format.
- L. Work closely with HSA Planning Unit staff to ensure appropriate and accurate collection of data for evaluation and program design analysis as well as with DAS in an ongoing evaluation of the program.
- M. Utilize a dedicated database for the CLFP that tracks client information, assessments, care plans, progress notes, service authorizations and purchased services.
- N. Manage complex billing with strong fiscal management, including the ability to leverage other state and federal funds.
- O. Collect data detailing program impacts such as improvements in participant health outcomes and/or quality of life as a result of program participation.
- P. Comply with requirements to provide time certifications for staff involved in service delivery and service support activities.
- Q. Grantee shall provide interpretation for all limited English-speaking clients either directly or through a service.
- R. Grantee shall provide services to clients in a culturally, ethnically, and linguistically appropriate manner.
- S. Staff will have completed the appropriate training required for the level of care they are providing.
- T. Staff will have the appropriate licenses in good standing, when applicable.
- U. Staff will have no recent history (10 years) of criminal activity, including a history of criminal activities that endanger clients and / or their families.
- V. Staff have no history of liability claims against them.
- W. Staff have no history of fraud, waste, and / or abuse.
- X. Grantee shall not differentiate or discriminate in the scheduling of appointments for services, treatment of clients, the quality of services, or in any other respect. Grantee shall not discriminate against clients on the basis of race, color, national origin, ancestry, religion, sex, marital status, health status, sexual orientation, physical, sensory, or mental handicap, age, socioeconomic status, participation in publicly financed programs of health care, or because any grievance or complaint has been filed by client. Services will be provided in the same manner, in accordance with the same standards, and within the same time availability.
- Y. Grantee shall promptly notify DAS of receipt of any complaints from or on behalf of client and any professional liability claims filed or asserted regarding services provided by, or on behalf of, Grantee. Grantee shall cooperate with the DAS grievance



procedure in resolving client complaints regarding provision of services and/or any other matter related to Grantee. Grantee shall cooperate with DAS resolution of any such complaints or grievances.

- Z. Grantee shall maintain and require its subcontractors to maintain a case record for each client to whom Grantee or subcontractor renders services. The case record should be in such a form and detail as may be required by state and federal law, generally accepted and prevailing professional practice, and any federal, state, or local government agency. Records shall be maintained in a current, detailed, organized, and comprehensive manner. Grantee shall comply with all federal, state, and local confidentiality and accuracy requirements.
- AA. Grantee shall retain all client records, books, charges, and papers relating to Grantee's provision of services to clients, the cost of such services, and payments received. Grantee shall retain all records for at least ten (10) years after rendering services.
- BB. Grantee and subcontractors shall comply with confidentiality, client and medical records and/or any other applicable state and federal laws and regulations with regard to any and all information directly or indirectly accessed or used by respective parties and their personnel, including HIPAA, HITECH, and all regulations promulgated thereunder. Grantee may have data access to Department of Public Health's system according to Business Associate Agreement. This provision shall not affect or limit Grantee's obligation to make available client or medical records, encounter data, and information concerning client care to DAS, any authorized state or federal agency, or other providers of services upon authorized referral.

## **VI. Department Responsibilities (DAS)**

DAS Intake and Screening Unit. All referrals to the CLFP come through the DAS Intake and Screening Unit, which is the initial entry point for accessing the Fund. While community-based long-term care services can be accessed in many ways, CLF is the fund of last resort and any request for support from the CLFP must come through this unit. The DAS Intake and Screening Unit completes an initial screening and refers those presumed eligible for the fund to the Grantee for the CLFP.

DAS will access other funding. DAS will leverage CLFP funding by qualifying for state and federal funding available through programs such as the Community Services Block Grant (CSBG). The Grantee is required to provide time certifications for staff involved in service delivery and service support activities. In addition, DAS will participate in CalAIM initiatives, including Enhanced Care Management, providing access to CalAIM funding.

## **VII. Collaborative Responsibilities (DAS and Grantee)**

Management of the CLFP wait list is an important consideration for the Grantee and DAS. Financial considerations, prioritizations, and trends will be taken into account when considering strategies and decisions for caseload and wait list management.

The DAS Program Analyst, the DAS Intake and Screening Unit, and the Grantee will collaborate on undertaking outreach activities, as necessary, to ensure that the needs of the groups of people in the target population are identified and addressed. DAS and the Grantee will also work collaboratively with LHH to ensure referral pipeline for scattered site housing units is sufficient and ongoing.

The DAS Program Analyst, in collaboration with the DAS Director of Quality Management, will work with the CLFP Director to develop a quality assurance plan and process that fulfills the needs of both parties and the clients.

## VII. Service Objectives

*On an annual basis, Grantee will meet the following service objectives:*

- Objective 1:** Number of unduplicated consumers receiving intensive case management and/or purchased services. **Target = 375**
- Objective 2:** Number of clients newly enrolled in CLFP. **Target = 175**
  - 2. A.** Number of clients enrolled in ECM. **Target = 120**
  - 2. B.** Number of clients enrolled in non-ECM. **Target = 55**
- Objective 3:** Number of clients enrolled in PG Housing Fund. **Target = 6**

Note: These service objectives will be reviewed by DAS and modified as needed.

## VIII. Outcome Objectives

DAS is committed to measuring the impact of its investments in community services.

*On an annual basis and as needed, Grantee will report progress towards meeting the following outcome Objectives:*

- A. Objective 1. Successfully support community living for a period of at least six months for at least 85% of CLFP clients who are being discharged from LHH at the time of enrollment. Identify reasons for re-institutionalization when it occurs.
- B. Objective 2. At least 70% of care plan problems resolved, on average, after one year of enrollment in CLFP (excluding clients with ongoing purchases).
- C. Objective 3. At least 90% of clients believe that CLFP services helped maintain or improve their ability for successful community living, through participation in a client satisfaction survey developed by the CLFP and approved by DAS.

## IX. Reporting Requirements

Grantee will provide various reports during the term of the grant agreement:

- A. Grantee will provide an annual report summarizing the contract activities, referencing the tasks as outlined in the negotiated Scope of Services. This report will also include

accomplishments and challenges encountered by the Grantee. This report is due 45 days after the completion of the program year.

- B. Grantee will enter all required data on the CLFP dedicated database and comply with reporting timelines for CLFP reporting requirements, including the CLFP 6-Month and Annual reports.
- C. On an annual basis, Grantee will provide results of surveys detailing program impacts such as improvements in participant health outcomes and/or quality of life as a result of program participation.
- D. Grantee will submit time studies to HSA/DAS for the months of February, May, August and November. The time study is due on the 10th day following the time study month and shall be entered online to this website link: <https://calmaa.hfa3.org/signin>
- E. Quarterly and Annual Reports will be entered into the Contracts Administration, Billing and Reporting Online (CARBON) system.
- F. Grantee will develop and deliver ad hoc reports as requested by HSA.
- G. Grantee will develop and deliver a bi-annual summary report of SOGI data collected as requested by HSA/DAS. The due dates for submitting the summary reports are January 10th (for July 1 – December 31 data) and July 10th (for January 1 – June 30 data).
- H. Grantee will be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable and to take all reasonable efforts to implement HIPAA and HITECH requirements.
- I. Grantee will become a DAS Business Associate and able to sign and comply with the Business Associate Agreement

Reports requested to be sent via e-mail to the Program Analyst and/or Contract Manager to the following addresses:

Melissa McGee, Program Manager  
Office of Community Partnerships  
Department of Disability and Aging Services  
PO Box 7988  
San Francisco, CA 94120  
[melissa.mcgee@sfgov.org](mailto:melissa.mcgee@sfgov.org)

AND

Tim Vo, Contract Manager  
Office of Contracts Management  
Human Services Agency  
PO Box 7988

San Francisco, CA 94120  
[tim.vo@sfgov.org](mailto:tim.vo@sfgov.org)

## **X. Monitoring Activities**

A. Program Monitoring: Program monitoring will include review of compliance to specific program standards or requirements; client eligibility and targeted mandates, back up documentation for the units of service and all reporting, and progress of service and outcome objectives; how participant records are collected and maintained; reporting performance including monthly service unit reports, maintenance of service unit logs; agency and organization standards, which include current organizational chart, evidence of provision of training to staff regarding the Elder Abuse Reporting; program operation, which includes a review of a written policies and procedures manual, written project income policies if applicable, grievance procedure posted in the center/office, and also given to the consumers who are homebound, hours of operation are current according to the site chart; a board of director list and whether services are provided appropriately according to Sections VII and VIII. During annual monitoring, DAS will require Grantee to attest to Program Administration responsibilities.

B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

## HUMAN SERVICES AGENCY GRANT BUDGET SUMMARY BY PROGRAM

Name			Term
<b>Institute on Aging</b>			<b>7/1/23 - 6/30/25</b>
(Check One)    New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>			
If modification, Effective Date of Mod.		No. of Mod.	
Program: <b>Community Living Fund</b>			
Budget Reference Page No.(s)		Total	
Program Term	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/23 - 6/30/25</b>
<b>Expenditures</b>			
Salaries & Benefits	\$1,779,046	\$1,779,046	\$3,558,091
Operating Expense	\$732,414	\$707,404	\$1,439,818
<b>Subtotal</b>	<b>\$2,511,460</b>	<b>\$2,486,450</b>	<b>\$4,997,910</b>
Indirect Percentage (%)	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$376,719	\$372,967	\$749,686
Allowable Indirect from Subcontracts	\$12,750	\$12,750	\$25,500
Capital Expenditure	\$72,000		\$72,000
Total Expenditures	\$2,972,929	\$2,872,167	\$5,845,096
Purchase of Services	\$1,896,837	\$1,925,599	\$3,822,436
<b>TOTAL EXPENDITURES</b>	<b>\$4,869,766</b>	<b>\$4,797,766</b>	<b>\$9,667,532</b>
<b>HSA Revenues</b>			
DAS Revenue (local)	\$3,718,302	\$3,646,302	\$7,364,604
Federal Funds	\$1,151,464	\$1,151,464	\$2,302,928
<b>Total Revenues</b>	<b>\$4,869,766</b>	<b>\$4,797,766</b>	<b>\$9,667,532</b>
Full Time Equivalent (FTE)			
Prepared by:			
HSA-CO Review Signature:			
<b>HSA #1</b>			

**Institute on Aging**  
**Program: Community Living Fund**

Appendix B, Page 2

**Salaries & Benefits Detail**

POSITION TITLE	Agency Totals		For HSA Program		7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/23 - 6/30/25
	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	DAS	DAS	DAS
					Budgeted Salary	Budgeted Salary	Budgeted Salary
CLF Manager	\$ 112,000	1.00	100%	1.00	\$ 112,000	\$ 112,000	\$ 224,000
Business Manager	\$ 120,000	1.00	5%	0.05	\$ 6,000	\$ 6,000	\$ 12,000
VP of Community Living	\$ 200,000	1.00	10%	0.10	\$ 20,000	\$ 20,000	\$ 40,000
Senior Director of Care Management	\$ 146,000	1.00	20%	0.20	\$ 29,200	\$ 29,200	\$ 58,400
Clinical Supervisor #1	\$ 106,555	1.00	100%	1.00	\$ 106,555	\$ 106,555	\$ 213,110
Clinical Supervisor #2	\$ 105,000	1.00	100%	1.00	\$ 105,000	\$ 105,000	\$ 210,000
Accounting Coordinator 1	\$ 66,000	1.00	50%	0.50	\$ 33,000	\$ 33,000	\$ 66,000
Sr. Program Coordinator	\$ 66,000	1.00	50%	0.50	\$ 33,000	\$ 33,000	\$ 66,000
Care Manager #1	\$ 70,274	1.00	100%	1.00	\$ 70,274	\$ 70,274	\$ 140,548
Care Manager #2	\$ 77,119	1.00	100%	1.00	\$ 77,119	\$ 77,119	\$ 154,238
Care Manager #3	\$ 83,478	1.00	100%	1.00	\$ 83,478	\$ 83,478	\$ 166,955
Care Manager #4	\$ 83,478	1.00	100%	1.00	\$ 83,478	\$ 83,478	\$ 166,955
Care Manager #5	\$ 93,152	1.00	100%	1.00	\$ 93,152	\$ 93,152	\$ 186,304
Care Manager #6	\$ 95,016	1.00	100%	1.00	\$ 95,016	\$ 95,016	\$ 190,032
Care Manager #7	\$ 100,834	1.00	100%	1.00	\$ 100,834	\$ 100,834	\$ 201,668
Care Manager #8	\$ 102,851	1.00	100%	1.00	\$ 102,851	\$ 102,851	\$ 205,702
Care Manager #9	\$ 72,188	1.00	100%	1.00	\$ 72,188	\$ 72,188	\$ 144,377
Care Manager #10	\$ 67,000	1.00	50%	0.50	\$ 33,500	\$ 33,500	\$ 67,000
OT Consultant #1	\$ 118,652	1.00	30%	0.30	\$ 35,595	\$ 35,595	\$ 71,191
OT Consultant #2	\$ 130,996	1.00	100%	1.00	\$ 130,996	\$ 130,996	\$ 261,993
	\$ 2,016,593	20.00	15.15	15.15	\$1,423,237	\$1,423,237	\$2,846,473
FRINGE BENEFIT RATE	25%				25%	25%	
EMPLOYEE FRINGE BENEFITS	\$504,148				\$355,809	\$355,809	\$711,618
TOTAL SALARIES & BENEFITS	\$2,520,741				\$1,779,046	\$1,779,046	\$3,558,091
<b>HSA #2</b>							

**Institute on Aging**  
**Program: Community Living Fund**

Appendix B, Page 3

### Operating Expense Detail

Expenditure Category	7/1/23 - 6/30/24	7/1/24 - 6/30/25	Total
			7/1/23 - 6/30/25
Rental of Property	\$96,008	\$96,008	\$192,016
Utilities (Elec, Water, Gas, Phone, Scavenger)			
Office Supplies, Postage	\$8,000	\$8,000	\$16,000
Building Maintenance Supplies and Repair			
Printing and Reproduction			
Insurance	\$6,367	\$6,367	\$12,734
Staff Training			
Staff Travel	\$10,000	\$10,000	\$20,000
Outreach, Marketing	\$4,000	\$4,000	\$8,000
Rental of Equipment			
<b>Consultants/Subcontractors</b>			
Catholic Charities	\$149,950	\$149,950	\$299,900
Self-Help for the Elderly	\$171,350	\$171,350	\$342,700
Conard House	\$118,450	\$118,450	\$236,900
Temporary Contract Employees	\$1,427	\$1,426	\$2,853
<b>OTHER</b>			
Web Hosting and User Fee	\$103,853	\$103,853	\$207,706
Technology Equipment	\$21,866	\$10,000	\$31,866
Wireless Fees	\$11,500	\$11,500	\$23,000
Storage	\$5,000	\$5,000	\$10,000
Recruiting Fees	\$3,000	\$3,000	\$6,000
Professional Trainings/Retreat	\$3,500	\$3,500	\$7,000
Translation Services	\$18,144	\$5,000	\$23,144
<b>OPERATING EXPENSE TOTAL</b>	<b>\$732,414</b>	<b>\$707,404</b>	<b>\$1,439,818</b>

**HSA #3**

Capital Expenditure Detail  
(Equipment and Remodeling Cost)

EQUIPMENT		Total				
No.	ITEM/DESCRIPTION	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/23 - 6/30/25
1	RTZ PACECare Software Program Transition	\$72,000				\$72,000
TOTAL EQUIPMENT COST		\$72,000				\$72,000
REMODELING		Total				
Description:		7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/23 - 6/30/25
TOTAL REMODELING COST						
TOTAL CAPITAL EXPENDITURE (Equipment and Remodeling Cost)		\$72,000				\$72,000
HSA #4						



Institute on Aging Program: Community Living Fund			Appendix B, Page 5
Purchase of Service Detail			
			Total
Purchase of Service Category	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/23 - 6/30/25
Global Purchase of Services	\$1,896,837	\$1,925,599	\$3,822,436
TOTAL PURCHASE OF SERVICE EXPENSE	\$1,896,837	\$1,925,599	\$3,822,436
HSA #4			

## HUMAN SERVICES AGENCY SUBCONTRACTOR BUDGET SUMMARY

Name Catholic Charities		Term 7/1/19-6/30/23
(Check One)    New            Renewal ____    Modification ____ If modification, Effective Date of Mod.            No. of Mod.		
Program: CLF Subcontract		
Budget Reference Page No.(s)		Total
Program Term	7/1/23 - 6/30/24	7/1/24 - 6/30/25
<b>Expenditures</b>		
Salaries & Benefits	\$116,000	\$116,000
Operating Expenses	\$14,391	\$14,391
<b>Subtotal</b>	\$130,391	\$130,391
Indirect Percentage (%)	15%	15%
Indirect Cost (Line 16 X Line 15)	\$19,559	\$19,559
Total Expenditures	\$149,950	\$149,950
<b>HSA Revenues</b>		
IOA CLF		
TOTAL HSA REVENUES		
<b>Other Revenues</b>		
Total Revenues		
Full Time Equivalent (FTE)		
Prepared by: _____		
HSA-CO Review Signature:		
<b>HSA #1</b>		

## HUMAN SERVICES AGENCY SUBCONTRACTOR BUDGET SUMMARY

Name Self-Help for the Elderly		Term 7/1/23-6/30/25
(Check One)    New            Renewal ____    Modification ____ If modification, Effective Date of Mod.            No. of Mod.		
Program: CLF Subcontract		
Budget Reference Page No.(s)		Total
Program Term	7/1/23-6/30/24	7/1/24-6/30/25
<b>Expenditures</b>		
Salaries & Benefits	\$140,000	\$140,000
Operating Expenses	\$9,000	\$9,000
<b>Subtotal</b>	\$149,000	\$149,000
Indirect Percentage (%)	15%	15%
Indirect Cost (Line 16 X Line 15)	\$22,350	\$22,350
Adjustment		
Total Expenditures	\$171,350	\$171,350
<b>HSA Revenues</b>		
IOA CLF		
TOTAL HSA REVENUES		
<b>Other Revenues</b>		
Total Revenues		
Full Time Equivalent (FTE)		

## HUMAN SERVICES AGENCY SUBCONTRACTOR BUDGET SUMMARY

Name Conard House		Term 7/1/23-6/30/25
(Check One)    New            Renewal <input type="checkbox"/> Modification <input type="checkbox"/> If modification, Effective Date of Mod.            No. of Mod.		
Program: CLF Subcontract		
Budget Reference Page No.(s)		Total
Program Term	7/1/23 - 6/30/24	7/1/24 - 6/30/25
<b>Expenditures</b>		
Salaries & Benefits	\$80,000	\$80,000
Operating Expenses	\$23,000	\$23,000
<b>Subtotal</b>	\$103,000	\$103,000
Indirect Percentage (%)	15%	15%
Indirect Cost (Line 16 X Line 15)	\$15,450	\$15,450
Total Expenditures	\$118,450	\$118,450
<b>HSA Revenues</b>		
IOA CLF		
TOTAL HSA REVENUES		
<b>Other Revenues</b>		
Total Revenues		
Full Time Equivalent (FTE)		
Prepared by: _____		
HSA-CO Review Signature:		
<b>HSA #1</b>		

## HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

Name			Term
<b>Institute on Aging</b>			<b>7/1/23 - 6/30/25</b>
(Check One)    New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>			
If modification, Effective Date of Mod.                      No. of Mod.			
Program: <b>Public Guardian Housing Fund</b>			
Budget Reference Page No.(s)			Total
Program Term	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/23 - 6/30/25</b>
<b>Expenditures</b>			
Salaries & Benefits	\$24,750	\$24,750	\$49,500
Operating Expenses	\$19,500	\$19,500	\$39,000
<b>Subtotal</b>	<b>\$44,250</b>	<b>\$44,250</b>	<b>\$88,500</b>
Indirect Percentage (%)	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$6,637	\$6,637	\$13,274
Purchase of Service	\$303,865	\$303,865	\$607,730
<b>Total Expenditures</b>	<b>\$354,752</b>	<b>\$354,752</b>	<b>\$709,504</b>
<b>HSA Revenues</b>			
General Funds	\$354,752	\$354,752	\$709,504
<b>TOTAL HSA REVENUES</b>	<b>\$354,752</b>	<b>\$354,752</b>	<b>\$709,504</b>
<b>Other Revenues</b>			
<b>Total Revenues</b>	<b>\$354,752</b>	<b>\$354,752</b>	<b>\$709,504</b>
Full Time Equivalent (FTE)			
Prepared by: Matthew Mouille		Date: 10/31/2022	
HSA-CO Review Signature:			
<b>HSA #1</b>			

Institute on Aging

Appendix B1, Page 2

Program: Public Guardian Housing Fund

Salaries & Benefits Detail

POSITION TITLE					7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/23 - 6/30/25
	Agency Totals		HSA Program		DAS	DAS	DAS
	Annual Full TimeSalary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary
Procurement Director, Roche	\$130,000	1.00	100%	5%	6,500.00	6,500.00	\$13,000
Business Manager; Mouille	120,000	1.00	100%	5%	6,000.00	6,000.00	\$12,000
Sr Director Care Management	\$ 146,000	1.00	100%	5%	7,300.00	7,300.00	\$29,200
TOTALS	\$ 396,000	3.00	300%	0.15	\$19,800	\$19,800	\$39,600
FRINGE BENEFIT RATE	25%						
EMPLOYEE FRINGE BENEFITS	\$99,000				4,950.00	4,950.00	\$9,900
TOTAL SALARIES & BENEFITS	\$495,000				24,750	\$24,750	\$49,500
HSA #2							

**Institute on Aging**

Appendix B1, Page 3

**Program: Public Guardian Housing Fund**

<u>Expenditure Category</u>	<b>Total</b>		
	<u>7/1/23 - 6/30/24</u>	<u>7/1/24 - 6/30/25</u>	<u>7/1/23 - 6/30/25</u>
Rental of Property	\$800	\$800	\$1,600
Utilities(Elec, Water, Gas, Phone, Garbage)	\$250	\$250	\$500
Office Supplies, Postage	\$344	\$344	\$688
Building Maintenance Supplies and Repair			
Printing and Reproduction			
Insurance	\$200	\$200	\$400
Staff Training / Recruiting			
Staff Travel-(Local and Out of Town)			
Rental of Equipment			
<b>CONSULTANTS</b>			
Temp Contractor	\$ 15,406	\$ 15,406	\$30,812
<b>OTHER</b>			
RTZ Updates			
Technology	\$2,500	\$2,500	\$5,000
<b>TOTAL OPERATING EXPENSE</b>	<b>\$19,500</b>	<b>\$19,500</b>	<b>\$39,000</b>
<b>HSA #3</b>			

Purchase of Service Detail

Purchase of Service Category	Total		
	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/23 - 6/30/25
Global Purchase of Services	\$303,865	\$303,865	\$607,730
<b>TOTAL PURCHASE OF SERVICE EXPENSE</b>	<b>\$303,865</b>	<b>\$303,865</b>	<b>\$607,730</b>
<b>HSA #4</b>			

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## Appendix C – Method of Payment

- I. In accordance with Section 3 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>  
  
Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
  - A. The invoice supplied shall include the total dollar amount claimed for the month.
  - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
  - C. The invoice shall show by line item:
    1. Budgeted amount (per approved grant budget or modification)
    2. Expenses for invoice period
    3. Expenses year-to-date
    4. % of budget expended
    5. Remaining balance
    6. Adjustments, including advance payment recovery
    7. Program income when specified in the grant agreement.
  - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
  - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management [Policy for Budget Line Item Revisions](#).
  - F. Supporting Documentation, except as discussed below, need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been

rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

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

Funding Agency:                      CFDA or other Identification #:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

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

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
  2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
  3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.
- X. Timely and Complete Submission of Time Study – Failure to submit required time study by specified deadlines may result in withholding of grant payments.

**Appendix D--Interests in Other City Grants**

<b>City Department or Commission</b>	<b>Date of Grant</b>	<b>Amount of Grant</b>
San Francisco Human Services Agency - Support at Home	1/1/21 – 6/30/25	\$8,297,729
San Francisco Human Services Agency – Community Living Fund	7/1/18 – 6/30/23	\$21,149,486
San Francisco Human Services Agency – Adult Day Program	7/1/21 – 6/30/24	\$352,869
San Francisco Human Services Agency – Alzheimer’s Day Care Resource Center	7/1/21 – 6/30/24	\$364,323
San Francisco Human Services Agency – Case Management	7/1/21 – 6/30/23	\$1,127,832
San Francisco Human Services Agency – Center for Elderly Suicide Prevention (CESP)	7/1/21 – 6/30/25	\$1,856,776
San Francisco Human Services Agency – ADRC Coordinator	1/1/21 – 6/30/24	\$486,140
San Francisco Human Services Agency – Elder Abuse Forensic Center	7/1/21 – 6/30/25	\$663,372
San Francisco Human Services Agency – Elder Abuse Prevention Services	7/1/21 – 6/30/25	\$634,106
San Francisco Human Services Agency – Home Safe	7/1/21 – 6/30/23	\$4,438,784
San Francisco Human Services Agency – Clinical Supervision Collaborative	7/1/21 – 6/30/23	\$964,174
San Francisco Human Services Agency – Home Delivered Meals-Young Adults with Disabilities	7/1/21 – 6/30/25	\$1,522,400
San Francisco Human Services Agency – Elder & Disable Death Review Team	7/1/21 – 6/30/25	\$396,417
San Francisco Human Services Agency – High Risk Self Neglect Multi-Disciplinary Team	7/1/21 – 6/30/25	\$339,982
San Francisco Human Services Agency – Temporary Respite Caregiver Support Program	9/1/22 – 6/30/26	\$3,137,948

## **Appendix E – Permitted Subcontractors**

1. Catholic Charities
2. Self-Help for the Elderly
3. Conard House

## APPENDIX F



City and County of San Francisco

Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

**RECITALS**

A. CE, by and through the San Francisco Department of Public Health (“SFPDH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

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

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

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

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

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

**1. Definitions.**

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

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City and County of San Francisco

Business Associate Agreement

**b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

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

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

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

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

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

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

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

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

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

## APPENDIX F



City and County of San Francisco

Business Associate Agreement

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

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

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

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

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

## 2. Obligations of Business Associate.

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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



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## City and County of San Francisco

## Business Associate Agreement

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

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

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

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

## APPENDIX F



## City and County of San Francisco

## Business Associate Agreement

BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

## APPENDIX F



City and County of San Francisco

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**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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City and County of San Francisco

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**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.**

Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**3. Termination.**

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

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

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

## APPENDIX F



City and County of San Francisco

Business Associate Agreement

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

#### **4. Amendment to Comply with Law.**

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

#### **5. Reimbursement for Fines or Penalties.**

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

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs  
 San Francisco Department of Public Health  
 101 Grove Street, Room 330, San Francisco, CA 94102  
 Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)  
 Hotline (Toll-Free): 1-855-729-6040

## **APPENDIX G**

### **Data Access Agreement**

#### **Article 1 Access**

##### **1.1 Revision to Scope of Access (RSA):**

Any added access may be granted by the City to Grantee and each Grantee Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

##### **1.2 Primary and Alternate Grantee Site Administrator.**

Before System(s) access is granted, Grantee must appoint a primary and alternate Grantee Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Coordinating with City to obtain approval by way of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Providing Grantee Data User(s) details to the City;

1.2.3 Ensuring that Grantee Data User(s) complete required SFDPH and/or other required trainings annually;

1.2.4 Ensuring that Grantee Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.5 Provisioning and deprovisioning Grantee Data Users as detailed herein. To start the process, the Grantee Site Administrator must contact the City Site Administrator.

##### **1.3 SFDPH IT Service Desk.**

For new provisioning requests, only City Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the City Site Administrator. Individual Grantee Data Users are not authorized to contact the SFDPH IT Service Desk.

##### **1.4 Deprovisioning Schedule.**

Grantee, through the Grantee Site Administrator, has sole responsibility to deprovision Grantee Data Users from the System(s) as appropriate on an ongoing basis. Grantee must immediately deprovision a Grantee Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Grantee remains liable for the conduct of Grantee Data Users until deprovisioned. When deprovisioning employees via the City Site Administrator, Grantee must maintain evidence that the City Site Administrator was notified.

##### **1.5 Active Directory.**

Grantee Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

##### **1.6 Role Based Access.**

Each Grantee Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Grantee Data User

roles upon provisioning and reserves the right to deny, revoke, limit, or modify Grantee Data User's access acting in its sole discretion.

#### **1.7 Training Requirements.**

Before System(s) access is granted, and annually thereafter, each Grantee Data User must complete SFDPH compliance, privacy, and security training. Grantee must maintain written records evidencing such annual training for each Grantee Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Grantee Data User first access to System(s), system-specific training must be completed. For training information, Grantee Site Administrator may contact the SFDPH IT Service Desk,

#### **1.8 Grantee Data User Confidentiality Agreement.**

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Grantee Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

#### **1.9 Corrective Action.**

Grantee shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Grantee Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

#### **1.10 User ID and Password.**

Each Grantee Data User will be assigned or create a User ID and password. Grantee and each Grantee Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Grantee is responsible for the security of the User IDs and passwords issued to or created by Grantee Data Users and is liable for any misuse.

#### **1.11 Notification of Compromised Password.**

In the event that a password assigned to or created by an Grantee Data User is compromised or disclosed to a person other than the Grantee Data User, Grantee shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Grantee is liable for any such misuse. Grantee's failure to monitor each Grantee Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Grantee's System(s) access.

#### **1.12 Multi Factor Authentication.**

Grantee and each Grantee Data User must use multi-factor authentication as directed by the City to access the System(s).

#### **1.13 Qualified Personnel.**

Grantee shall allow only qualified personnel under Grantee's direct supervision to act as Grantee Data Users with access to the System(s).

#### **1.14 Workstation/Laptop encryption.**

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

#### **1.15 Server Security.**

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

#### **1.16 Removable media devices.**

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

#### **1.17 Antivirus software.**

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

#### **1.18 Patch Management.**

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

#### **1.19 System Timeout.**

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

#### **1.20 Warning Banners.**

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

#### **1.21 Transmission encryption.**

All data transmissions of City Data outside the Grantee's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

#### **1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

#### **1.23 Intrusion Detection.**

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

#### **1.24 Security of PHI.**

Grantee is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Grantee will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Grantee's facilities, computers, privacy and security policies and



procedures and related records as may be necessary to be assured that Grantee is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Grantee's receipt of the request.

#### **1.25 Data Security and City Data**

Grantee shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Grantee agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **1.26 Data Privacy and Information Security Program.**

Without limiting Grantee's obligation of confidentiality as further described herein, Grantee shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

#### **1.27 Disaster Recovery.**

Grantee must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

#### **1.28 Supervision of Data.**

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by a Grantee Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

#### **1.29 As Is Access.**

The City provides Grantee and each Grantee Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

#### **1.30 No Technical or Administrative Support.**

Except as provided herein, the City will provide no technical or administrative support to Grantee or Grantee Data Users for System(s) access.

### **1.31 City Audit of Grantee and Grantee Data Users.**

The City acting in its sole discretion may audit Grantee and Grantee Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Grantee's and/or Grantee Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Grantee and each Grantee Data User understands that the City may create and review an audit trail for each Grantee Data User, including but not limited to, noting each Grantee Data User's ID(s), the patient information accessed, and/or the date accessed. Grantee and each Grantee Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Grantee's or such Grantee Data User's access to the System(s). Grantee remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

### **1.32 Minimum Necessary.**

Grantee and each Grantee Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Grantee and each Grantee Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

### **1.33 No Re-Disclosure or Reporting.**

Grantee may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

### **1.34 Health Information Exchange.**

If Grantee is qualified to enroll in a health information exchange, the City encourages Grantee to do so in order to facilitate the secure exchange of data between Grantee's electronic health record system (EHR) and the City's Epic EHR.

### **1.35 Subcontracting.**

Grantee may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Grantee remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Grantee's access. In addition, each contract between Grantee and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach, (2) provide cyber and technology errors and omissions insurance, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

## **Article 2      Indemnity**

### **2.1      Medical Malpractice Indemnification.**

Grantee recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Grantee agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Grantee Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Grantee were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Grantee knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Grantee to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Grantee agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Grantee's or a Grantee Data User's System access.

### **Data or System Breach Indemnification**

Grantee agrees to defend, indemnify, and hold the City harmless from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, in the event of a data breach.

## **Article 3      Proprietary Rights and Data Breach**

### **3.1      Ownership of City Data.**

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

### **3.2      Data Breach; Loss of City Data.**

The Grantee shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Grantee as of the first day on which such breach or security incident is known to the Grantee, or, by exercising reasonable diligence would have been known to the Grantee. Grantee shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Grantee.

Grantee shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the

- breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

**3.2.1 Investigation of Breach and Security Incidents:** The Grantee shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

**3.2.2 Written Report:** Grantee shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

**3.2.3 Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Grantee is considered only a custodian and/or non-owner of the City Data, Grantee shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Grantee shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

**3.2.4 Sample Notification to Individuals:** If notification to individuals is required, and regardless of whether Grantee is considered only a custodian and/or non-owner of the City Data, Grantee shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the

notification to the Attorney General.

### **3.3 Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Grantee to do so.

## **Attachment 1 to Appendix G System Specific Requirements**

### **I. For Access to SFDPH Epic through Care Link the following terms shall apply:**

#### **A. SFDPH Care Link Requirements:**

##### **1. Connectivity.**

- a) Grantee must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website [galaxy.epic.com](http://galaxy.epic.com). Grantee is responsible for all associated costs. Grantee shall ensure that Grantee Data Users access the System only through equipment owned or leased and maintained by Grantee.

##### **2. Compliance with Epic Terms and Conditions.**

- a) Grantee will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

##### **3. Epic-Provided Terms and Conditions**

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

### **II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:**

#### **A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

##### **1. Connectivity.**

- a) Grantee must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Grantee is responsible for all

associated costs. Grantee shall ensure that Grantee Data Users access the System only through equipment owned or leased and maintained by Grantee.

**2. Application For Access and Compliance with Epic Terms and Conditions.**

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Grantee must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Grantee's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Grantee will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:**

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

- a. Grantee must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Grantee is responsible for all associated costs. Grantee shall ensure that Grantee Data Users access the System only through equipment owned or leased and maintained by Grantee.

**2. Information Technology (IT) Support.**

- a. Grantee must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

**3. Access Control.**

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

## Attachment 2 to Appendix G

### Protected Information Destruction Order Purge Certification - Contract ID # 1000022498

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix F to the Agreement between the City and Grantee dated July 16, 2021 ("Agreement"), the City hereby directs Grantee to destroy all Protected Information that Grantee and its agents and subcontractors (collectively "Contractor") still maintain in any form. Contractor may retain no copies of destroyed Protected Information." Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary") regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary's guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization ("NIST").

**Hard-Copy Data:** Per the Secretary's guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary") regarding proper destruction of PHI.

### So Certified

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Contractor Name:		Contractor City Vendor ID	
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## PRIVACY ATTESTATION

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

### I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<input type="checkbox"/>	<input type="checkbox"/>
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						<input type="checkbox"/>	<input type="checkbox"/>
	If yes:	Name & Title:		Phone #		Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						<input type="checkbox"/>	<input type="checkbox"/>
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						<input type="checkbox"/>	<input type="checkbox"/>
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b>						<input type="checkbox"/>	<input type="checkbox"/>

### II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?	<input type="checkbox"/>	<input type="checkbox"/>
H	Have evidence in each patient's / client's chart or electronic file that a <a href="#">Privacy Notice</a> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)	<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?	<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?	<input type="checkbox"/>	<input type="checkbox"/>
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?	<input type="checkbox"/>	<input type="checkbox"/>

**III. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
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**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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## DATA SECURITY ATTESTATION

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

### I. All Contractors.

DOES YOUR ORGANIZATION...						Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]						
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?						
	Date of last Data Security Risk Assessment/Audit:						
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:						
C	Have a formal Data Security Awareness Program?						
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?						
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?						
	If yes:	Name & Title:		Phone #			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]						
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?						

**II. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
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**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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**City and County of San Francisco  
Human Services Agency**

**Request for Proposals 1050 for:  
Community Living Fund (CLF) Program**



Request for Proposals Issued:  
Pre-Proposal Conference:  
Deadline to Submit Proposals:

January 9, 2023  
January 19, 2023 at 11:30 am  
February 9, 2023 at 3:00 pm

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### **Attachments**

- Attachment 1: Agreement for Professional Services (form G-100)
- Attachment 2: Budget Forms
- Attachment 3: ECM Program Guide

## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

The San Francisco Human Services Agency (HSA) and Department of Disability and Aging Services (DAS) is seeking non-profit agencies and other organizations to provide services to older adults and adults with disabilities through the Community Living Fund Program (CLFP), funded by the Community Living Fund (CLF), a fund that was created in the San Francisco Administrative Code Section 10.100-12 to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. DAS oversees the administration of the Community Living Fund.

#### **2. Background**

The Community Living Fund Program (CLFP) assists individuals with limited incomes to transition out of nursing facilities and back to living independently in the community. CLFP provides services, or a combination of goods and services, to individuals living in the community who are at imminent risk of institutionalization. CLFP staff work to ensure that individuals are connected to all available community resources, stable housing, and appropriate healthcare services to support their ability to live at home safely. The intent of the CLFP is to reduce unnecessary institutionalization by providing older adults and adults with disabilities with options for where and how they receive assistance, care and support, through case management and other services. No individual willing and able to live in the community should be institutionalized because of a lack of community-based long-term care and supportive services.

The Community Living Fund Program (CLFP) is consistent with the goals of the Community Living Fund (CLF), which are to:

- a. Enable older adults and adults with disabilities who are eligible to remain living safely in their own homes and communities for as long as possible;
- b. Provide financial support for home and community-based long-term care and supportive services beyond what is currently available;
- c. Offer flexible funding to create “wrap-around” services that provide essential community-based assistance, care, and support;
- d. Facilitate the development of service delivery models that strengthen the community-based long-term care systems and workforce;
- e. Expand, not supplant, existing funding, in order to fill funding gaps until new sources of financial support for community-based long-term care services can be secured through federal Medicaid waivers and other means.

The CLFP is fully operational under a current grant agreement that will sunset June 30, 2023. A new grantee awarded this grant must be able to transition current clients of the CLFP from the previous grantee.

#### **3. Diversity, Inclusion, and Racial Equity**

The San Francisco Human Services Agency (SFHSA) is committed to a culture of inclusion in which our differences are celebrated. Everyone should have what they need to thrive no matter

their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients.

SFHSA is committed to combating systemic racism and disparate impact of governmental services by advancing racial equity in all aspects of our work, ensuring access to services and providing support to communities to ensure their ability to succeed and thrive.

SFHSA seeks to partner with community based organizations that share these values in their organizational culture and program services. The agency sees our contracted community based partners and their work as a means to enhance and further advance efforts to address racial equity and inclusion across San Francisco.

Respondents to this request for proposals must ensure that they clearly demonstrate how these values are exemplified through their organizational and program operations. This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided are: the organizational mission or inclusion statements, non-discrimination documents, and/or other supporting documents, community outreach plans, staff training activities on racial equity, and a description of or data on the demographics of staff and program participants.

#### **4. Selection Overview**

The City shall award a contract/grant to one Proposer that meet the Minimum Qualifications of this Solicitation and obtain the highest ranking scores. Responsive Proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein.

##### **B. Anticipated Term**

A contract awarded pursuant to this Solicitation shall have a tentative term of four (4) years from July 1, 2023 to June 30, 2027, subject to annual availability of funds, annual satisfactory performance, and need. SFHSA reserves the right to enter into contracts of a shorter duration.

##### **C. Anticipated Not to Exceed Amount**

These services will be supported through funding from the City and County of San Francisco and Federal grants and is estimated to be \$5,152,518 annually (\$4,797,766 identified for CLFP and \$354,752 identified for DAS Public Guardian's Office Initiative) for a total amount of \$20,610,072 for the 4-year grant. It is anticipated that grant award will be made to a single Agency working in collaboration with other agencies or community-based organizations through subcontracts to provide the necessary variety of expertise and skills in order to: (1) provide the case management services, staff, and organizational infrastructure; and (2) manage the CLFP dollars to provide needed goods, services, equipment and other resources not available through other means. Expertise in a variety of areas is essential to the effective management of the CLFP. These may include, but are not limited to, older adults, adults with disabilities, mental health and substance abuse services, assessing transition individuals from skilled nursing centers and other clinical settings, and housing.

**The funding amounts listed in this RFP are anticipated initial funding awards, based on current budget availability.** The source of funding for these services is federal and local funds. Actual awards will be determined by the number of responsive proposals that meet the Department's strategies and objectives, and funding may be less or more. **Please submit budget requests according to the limits in this RFP**, however, SFHSA may negotiate different funding allocations, grant terms, and project goals before finalizing awards. Should additional funding become available, award amounts may be increased significantly beyond the originally anticipated amount at a level commensurate to the details in the RFP.

All decisions regarding the size, length, and scope of future funding awards are subject to SFHSA approval and budget availability. Some of the service areas may not be funded initially, but the Department may award unfunded proposals within the term of this RFP if funds become available that align with the services proposed. Future funding is not guaranteed, and funding amounts and terms will depend upon the performance of the grantee during the initial award period, as well as other policy considerations as determined by SFHSA. SFHSA reserves the right, in its sole discretion, to not renew funding awards.

#### **D. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

#### **E. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	January 9, 2023
Pre-Proposal Conference	January 19, 2023 at 11:30 am
Deadline for Written Questions	January 23, 2023 at 3:00 pm
Deadline to Submit Proposals	February 9, 2023 at 3:00 pm

#### **F. Definitions**

ADL	Activities of Daily Living are activities related to personal care. They include bathing or showering, dressing, getting in and out of bed or a chair, walking, using the toilet, and eating.
Adult with a Disability	A person 18-59 years of age living with a disability
BAA	Business Associate Agreement
CalAIM	California Advancing and Innovating Medi-Cal, a program of the state Medi-Cal system
CARBON	Contracts Administration, Reporting, and Billing Online System



Case Management	Case management is a formal strategy that coordinates and facilitates access to a variety of services in a timely manner for people who need assistance in organizing and managing their care and/or supportive services. It includes a standardized process of client intake, assessment, care planning, care plan implementation, monitoring, reassessment and discharge/termination. This includes intensive case management services which may require frequent visits and follow up depending on care needs. Case management is an integral component of long-term care service delivery and is central to accessing additional services through the CLF Program.
Community Living Fund	The Community Living Fund (CLF), or “the Fund”, was created in the San Francisco Administrative Code Section 10.100-12 to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. DAS oversees the administration of the Fund.
Community Living Fund Program	Funded by CLF, the CLFP provides for home- and community-based services, or a combination of equipment and services, that will help those who are currently, or at risk of being, institutionalized to continue living independently in their homes, or to return to community living. This program, using a two-pronged approach of coordinated case management and purchased services, provides the needed resources, not available through any other mechanism, to vulnerable older adults and adults with disabilities.
DAS	Department of Disability and Aging Services
Disability	A condition or combination of conditions that is attributable to a mental, cognitive or physical impairment, including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: a) Self-care: activities of daily living (ADL), and instrumental activities of daily living (IADL); b) Capacity for independent living and self-direction; c) Cognitive functioning, and emotional adjustment
HIPAA	Health Insurance Portability and Accountability Act
HSA	Human Services Agency of the City and County of San Francisco
IADL	Instrumental activities of daily living are the skills and abilities needed to perform certain day-to-day tasks associated with an independent lifestyle. These activities are not considered to be essential for basic functioning, but are regarded as important for assessing day-to-day quality of life and relative independence.

At imminent risk of institutionalization	To be considered at imminent risk of institutionalization, a person must have, at a minimum, one of the following: 1) functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transfer, bathing, toileting, and grooming; or 2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or 3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living (IADLs): preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone.
MOU	Memorandum of understanding: describes a bilateral or multilateral agreement between two or more parties.
Older Adult	An individual who is 60 years of age or older
SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 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 (Chapter 104, Sections 104.1 through 104.9)

### **G. Target Population**

The CLFP prioritizes eligible individuals who are transitioning from institutional settings (e.g. skilled nursing facilities, rehabilitation centers, acute hospitals, etc.) to community settings. The CLFP also serves eligible individuals living in the community who are at imminent risk of institutionalization.

**CLFP Eligibility:** In order to obtain services, an individual must, at a minimum, be:

- 18 years or older;
- Institutionalized or deemed, at assessment, to be at imminent risk of being institutionalized;
- A resident of San Francisco;
- Willing and able to live in the community with appropriate supports; and
- At an income level of 300% of federal poverty or less plus assets up to \$130,000.

The following groups of people will be served:

- The first priority will be patients of Laguna Honda Hospital and Zuckerberg San Francisco General Hospital who are willing and able to be discharged to community living.
- Patients at other San Francisco acute care hospitals and skilled nursing facilities.
- Nursing home eligible individuals on the Laguna Honda Hospital waiting list (some of whom are at Zuckerberg San Francisco General Hospital and other hospitals) who are willing and able to remain living in the community.
- Individuals who are at imminent risk for nursing home or institutional placement, willing and able to remain living in the community with appropriate supports.

Further, an individual must have a demonstrated need for a service and/or resource that will serve to prevent institutionalization or enable community living. Specific conditions or situations such as substance use or chronic mental illness shall not be a deterrent to services if the eligibility criteria are met.

## **II. SCOPE OF WORK**

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

### **A. Description of Services**

#### **Case Management Component**

Respondent will demonstrate experience and capacity to provide different levels of case management services including intensive case management service, moderate to minimal assistance, as well as access to one-time resources and services. These levels of case management allow flexibility to tailor to individual needs to ensure stabilization and to avoid premature hospitalization and/or institutionalization.

Levels of case management are defined as below:

- Intensive case management will be provided for persons with complex medical, cognitive, behavioral, and psychological needs who require a maximum amount of care and supervision and access to ongoing resources and services. Intensive case management for unstable clients with chronic and acute complex needs will require extensive coordination of and access to a full range of social, behavioral, mental health, and medical services.
- Moderate case management will be provided for persons who require moderate to minimal assistance and support as well as access to one-time resources and services. This level of case management ensures stabilization and avoidance of hospitalization and nursing home placement.

#### **Purchase of Services Component**

Respondent will demonstrate experience and capacity to manage purchased goods and services for clients, including those of their sub-contractors if used. The CLFP will support a menu of service options and level of assistance, care, and support, and a range of housing, and supportive services. These services must be deemed necessary by a CLFP case manager and the funds are only used as a last resort, when all other payment options for that service have been exhausted. The CLFP will access and leverage state and federal funds whenever possible, and incorporate processes in CLFP policies and procedures. Purchased services will supplement other available resources to ensure that each client receives the comprehensive array of appropriate services that are necessary to allow for community living.

Funding for this program should include 40-45% in the purchase of service category for CLFP clients, and this should be indicated in the proposed budget.

### **Additional CLFP Initiatives**

The CLFP also supports other program initiatives, and the grantee will work collaboratively with these initiatives through the identified organization in providing services. All referrals through these initiatives are still eligible for CLFP services. Current initiatives supported by CLFP include:

- DAS Public Guardian's (PG) Office Initiative - Supported by CLFP through the provision of administration of housing funds for CLFP eligible participants. In this initiative, the PG program provides program support including in-person visits, coordinated case management services, monthly approval of the housing subsidies, and other activities to ensure equitable access and appropriate use of the fund.
- Enhanced Care Management - The current grant agreement also includes Enhanced Care Management services for members of the San Francisco Health Plan who are adults living in the community who are at risk for long-term care institutionalization as well as nursing facility residents transitioning to the community. Enhanced Care Management for these two populations of focus align with the goals of CLFP. Information about Enhanced Care Management and the expectations of the health plan can be found in the attached ECM Program Guide.
  - Respondent will be required to participate in ECM services. Include in your response to this RFP whether your agency see any barriers, challenges, or roadblocks in adding the Enhanced Care Management (ECM) components to your proposed model. Include a statement on your agency's ability and capacity to perform the services defined by the attached ECM program guide.

Note: Additional initiatives could change depending on needs of the program.

### **B. Program Administration**

#### **Program infrastructure must include, at a minimum:**

- Administrative capabilities including but not limited to: data entry, database maintenance, invoice processing, and vendor payment.
- Purchased service vendor contracts and procurement policies.
- Clinical supervision across all sub-contracted agencies if used.
- Standard accounting practices and reporting functions.
- A dedicated database to capture care planning, case management, client information tracking, purchased services and dollars spent to help older adults and younger adults with disabilities remain living in the community.
  - Documentation is coordinated between all sub-contracted agencies, if used, to ensure that necessary data is reported consistently.
  - The CLFP database must have the ability to communicate with the DAS databases, including Integrated Intake and Integrated Housing database, which access data from multiple City programs and departments.

#### **Grantee Responsibilities in Administration of the Program**

The respondent will explain the organization's ability to comply with and/or have experience to meet following requirements under this procurement:

- Work with the DAS Benefits and Resources Hub for referrals to the CLFP. All referrals to the CLFP come through the DAS Benefits and Resource Hub, which is the initial entry point for accessing the fund. DAS Benefits and Resource Hub completes an initial screening and refers those presumed eligible for the fund to the CLFP Grantee.

- Manage a waitlist with strategic decision making with DAS for financial considerations, prioritizations, and trends.
- Coordinate all case management services through clinical supervision; including collaboration between multidisciplinary staff, across all sub-contracted organizations, through weekly scheduled case conferencing. There must be strong collaboration to share expertise.
- Work collaboratively with other community organizations presently working with the client and additional ones who can provide specific expertise. When working in collaboration with other agencies or community-based organizations through sub-contracts or MOUs/BAAAs, respondent will assure that they will have staffing and experience in the appropriate areas.
- Ensure that the purchase of all proposed goods and services is reasonable, prudent and properly procured following clearly written internal fiscal policies and procedures.
- CLF is the fund of last resort in the purchase of goods and services. As such, all other viable options must be exhausted prior to utilization of CLF dollars.
- Work collaboratively with DAS CLF Program Analyst to strategize program direction.
- Develop and maintain collaborations with both City departments and community programs in order to reach the target population that is eligible for the services supported by the CLFP.
- Conduct multidisciplinary meetings with stakeholders and partners monthly or as needed for the purposes of transitioning clients to the community and/or forwarding the mission of CLF.
- Support a CLF Advisory Council to provide a forum for consumer and community feedback. Members should include current and former program participants, representatives from community agencies, as well as a population representative of San Francisco.
- Conduct activities that measure program impact such as participant improvements and outcomes in their quality of life as a result of program participation. These activities are conducted annually (at a minimum) to gather additional input from participants regarding their direct experience in an anonymous format.
- Work closely with HSA Planning Unit staff to ensure appropriate and accurate collection of data for evaluation and program design analysis as well as with DAS in an ongoing evaluation of the program.
- Utilize a dedicated database for the CLFP that tracks client information, assessments, care plans, progress notes, service authorizations and purchased services.
- Manage complex billing with strong fiscal management, including the ability to leverage other state and federal funds.
- Conduct surveys detailing program impacts such as improvements in participant health outcomes and/or quality of life as a result of program participation.
- Comply with requirements to provide time certifications for staff involved in service delivery and service support activities.
- If a new grantee, clearly outline a transition plan to move current CLFP clients to your organization, which should outline prevention of any disruption in service to current clients.

Please note: Grantees entering into agreements with HSA must commit to fulfilling the reporting requirements that correspond with the applicable state, federal, and/or grant funding the contract. In the event the Grantee fails to fulfill these requirements, HSA will direct the Grantee to reduce its budget accordingly and/or terminate the contract. The funding available for a given contract can vary for multiple reasons including those outside of HSA and Grantee's control, including

reduction of participant funding at the state or federal level for contracted activities. Regardless of the reason, HSA may need to instruct the Grantee to adjust its budget. These adjustments, if needed, would occur on an annual or semi-annual basis (depending on magnitude of change and service impact). Grantees receiving payment from HSA to provide the services under this RFP will be required to track staff time expended through a time study web application to identify time spent on claimable activities.

### **C. Objectives**

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

#### *Service Objectives*

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

Examples of performance measures may include the following:

On an annual basis, Grantee will meet the following service objectives:

- Objective 1:** Number of unduplicated consumers receiving intensive case management and/or purchased services. **Target = 440**
- Objective 2:** Number of clients newly enrolled in CLFP. **Target = 175**
- Objective 3:** Number of clients enrolled in ECM. **Target = 165**
- Objective 4:** Number of clients enrolled in PG Housing Fund. **Target = 6**

#### *Outcome Objectives*

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

DAS is committed to measuring the impact of its investments in community services. Examples of outcome measures may include the following. On an annual basis and as needed, Grantee will report progress towards meeting the following outcome objectives:

- Objective 1:** Successfully support community living for a period of at least six months for at least 85% of CLFP clients who are being discharged from Laguna Honda Hospital at the time of enrollment. Identify reasons for re-institutionalization when it occurs.
- Objective 2:** At least 70% of care plan problems are resolved, on average, after one year of enrollment in CLFP (excluding clients with ongoing purchases).

**Objective 3:** At least 90% of respondents agree that CLFP services helped maintain or improve their ability for successful community living. This information is collected via a consumer satisfaction survey.

#### **D. Reporting requirements**

Grantee will provide various reports during the term of the grant agreement.

1. Grantee will provide an annual report summarizing the contract activities, referencing the tasks as outlined in the negotiated Scope of Services. This report will also include accomplishments and challenges encountered by the Grantee. This report is due 45 days after the completion of the program year.
2. Grantee will enter all required data on the CLF dedicated database and comply with reporting timelines for CLF reporting requirements, including the CLF 6-Month and Annual reports.
3. On an annual basis, Grantee will provide results of surveys detailing program impacts such as improvements in participant health outcomes and/or quality of life as a result of program participation.
4. Grantee will submit time studies to HSA/DAS for the months of February, May, August and November. The time study is due on the 10th day following the time study month and shall be entered on line to this website link: <https://calmaa.hfa3.org/signin>
5. Quarterly and Annual Reports will be entered into the Contracts Administration, Billing and Reporting Online (CARBON) system.
6. Grantee will develop and deliver ad hoc reports as requested by HSA.
7. Grantee will develop and deliver a bi-annual summary report of SOGI data collected as requested by HSA/DAS. The due dates for submitting the summary reports are January 10th (for July 1 – December 31 data) and July 10th (for January 1 – June 30 data).
8. Grantee will be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.
9. Grantee will become a DAS Business Associate and able to sign and comply with the Business Associate Agreement.

### **III. SUBMISSION REQUIREMENTS**

#### **A. Time and Place for Submission of Proposals**

Proposers shall submit one (1) electronic pdf copy of the proposal to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 3:00 p.m. on **February 9, 2023**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

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

## **B. Format**

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel), text should be unjustified (i.e., with a ragged-right margin), double-spaced, using a 12-point serif font (e.g.-Times New Roman, not Arial), and page margins should be at least 1” on all sides (excluding headers and footers).

## **C. Content**

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

### **1. Table of Contents**

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

### **2. RFP Cover Page – (use form provided in Section XI)**

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

### **3. Minimum Qualifications – up to 3 pages**

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review/award. (refer to section IV, Item A)

### **4. Contracts (both public and private) – up to 2 pages**

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

### **5. Organizational Capacity –up to 7 pages (not including resumes, job descriptions, and letters of reference)** Description of your agency’s ability to deliver the services proposed in this RFP.

In addition, please address the following:

- a) **Staffing Plan** – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management.



- Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.
- b) Description of agency experience and staff skills related to working with the identified target population and program design. Describe the organization's experience in successfully transitioning people out of long term care / institutional settings, and providing services in the community to prevent institutionalization.
  - c) Description, including examples, of the agency's experience related to collaboration on projects that demonstrate collaborative success including achievement of goals.
  - d) Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
  - e) Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.
  - f) Letters of reference (minimum of two required). Letters must be on agency letterhead and include, at minimum, the name, title, telephone number and e-mail address of the individual providing the reference. References from HSA staff and/or clients of services are not permitted.

**6. Program Approach –up to 12 pages**

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

In addition, please address the following:

- a) Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).
- b) Identify any subcontractors and describe their responsibilities in the delivery of services/shelter space.
- c) List and explain the specific service and outcome objectives to be accomplished through the proposal.
- d) Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated.
- e) Describe the linkages that will link clients to services.
- f) Describe the proposed model for clients to offer input regarding program operations.
- g) Describe the ability to be flexible with and responsive to DAS with regard to programming or policy priorities in managing local, state, and federal initiatives, including ECM

**7. Fiscal Capacity (Budget) –up to 4 pages (excluding justification, cost allocation plan and audited financial statement)**

Please refer to the instructions outlined in Section XII and use only HSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements. The SF Human Services Agency intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. The SF Human Services Agency reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

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

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

#### 8. Completed Page Number Form (refer to Section XII)

### IV. PROPOSAL EVALUATION CRITERIA

#### A. Minimum Qualifications (Pass/Fail)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met at time of submission. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc. to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
<b>MQ1</b>	A minimum of three (3) years of same or similar services to those requested in this RFP.
<b>MQ2</b>	A minimum of three (3) years serving the target population. These populations may include, but are not limited to: older adults, adults with disabilities, those with mental health and substance use issues, and housing needs.
<b>MQ3</b>	Demonstrated ability to provide cultural and linguistically appropriate services to the target population.
<b>MQ4</b>	Must be willing and able to comply with the City contracting requirements set forth in Section VII of this RFP.
<b>MQ5</b>	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.
<b>MQ6</b>	Able to become a Business Associate of DAS, and sign a Business Associate Agreement and adhere to all privacy laws and have HIPAA-compliant practices.

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract.

**Please note:** Agencies submitting proposals that have previously contracted with the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.** Provide a statement of any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. (Refer to section III.C.4)

## **B. Selection Criteria**

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

Total Possible Points: 100

### **Organizational Capacity (35 points)**

Demonstrate expertise of the organization necessary to complete the tasks, including quality of recently completed projects that meet the requirements and adhere to schedules.

Demonstrate appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility.

Description of your agency's ability to deliver the services proposed in this RFP.

In addition, please address the following:

1. Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. (10 Points)
2. Description that includes examples, of the organization's experience related to collaboration with other service providers and organizations that demonstrate collaborative success and achievement of goals. Indicate the agency ability to comply with the ECM program guide requirements (per the attached program guide). (5 points)
3. Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved. Description of agency experience and staff skills related to successful collaboration and management of complex data. Description of the organization's experience in successfully transitioning people out of long term care / institutional settings, and providing services in the community to prevent institutionalization. (10 points)
4. Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be determined and accommodated. (5 Points)
5. Complete the Disability Checklist. (5 points)

### **Program Approach (45 points)**

Description of your agency's specific program approach to deliver the services proposed in this RFP. In addition, please address the following:

1. Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations (be sure to address all applicable items listed

in Target Population, Scope of Work, and Service and Outcome Objectives). (10 Points)

2. List and explain the specific service and outcome objectives to be accomplished through the proposal. (10 Points)
3. The proposal demonstrates the capacity to partner and collaborate with both the public entities and private partners demonstrated through existing partnerships, diversity of board governance, policy and practice through technology, communication, shared services and/or governance structure. (5 points)
4. Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated. (5 Points)
5. Describe the proposed model for clients to offer feedback and input regarding services. (5 Points)
6. Does the proposal address racial equity, language capacity and cultural competency? (5 points)
7. The transition plan is clearly outlined for current CLFP clients to continue with current grantee or to move to new grantee. Is client disruption addressed and minimized? (5 points)

**Fiscal Capacity (20 points)**

1. The budget provided is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive. Cost Allocation Plan is reasonable. (10 points)
2. Description of your agency's experience and ability to manage complex fiscal operations, specifically for the purchases of service component as well as time-studies, and local/state/federal reimbursements. (5 Points)
3. Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program. (5 points)

**V. PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD**

**A. Pre-Proposal Conference**

Proposers are encouraged to attend a Pre-Proposal Conference on **January 19, 2023**, at **11:30 am** to be held via **ZOOM**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

## **B. Award**

SFHSA will select a proposer with whom Agency staff shall commence contract negotiations. The selected proposal will be part of the final contract/grant and will be used as a starting point for negotiations. The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. SFHSA may negotiate modifications after the bid/proposal has been selected to assure that all necessary program requirements are covered before the contract/grant is signed. If a satisfactory contract cannot be negotiated in a reasonable time, SFHSA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

## **C. Written Questions and Requests for Clarification**

Proposers are encouraged to submit written questions before the due date stated in Section I.D. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to **January 23, 2023 at 3:00 pm**.

# **VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

## **A. Inquiries Regarding RFP**

All inquiries regarding the RFP or clarification of the RFP, must be directed to: [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org)

## **B. How to Register as a City Supplier**

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

## **C. Proposal Questions and Submissions**

### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information**

appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

## 2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g. Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

## 3. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). Electronic file title should include RFP number, agency name, number of files submitted i.e., 1 of 4. Proposals must be received by 3:00 pm, on February 9, 2023. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

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

### D. Proposal Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

### E. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer

with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

#### **F. Limitation on Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancellation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

#### **G. Proposal Selection Shall Not Imply Acceptance**

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

#### **H. Cybersecurity Risk Assessment**

As part of City’s evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product’s performance, and/or accessing City’s networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City’s Cyber Risk Assessment Questionnaire:** Proposer’s responses to a City’s Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City’s Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City’s on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities’ cybersecurity program, penetration testing, and/or code reviews.

## **I. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

## **J. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

## **K. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **2. Protest of Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **3. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Executive Director  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120  
[Trent.Rhorer@sfgov.org](mailto:Trent.Rhorer@sfgov.org)



#### **L. Proposal Term**

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

#### **M. Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

#### **N. Proposal Errors and Omissions**

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

#### **O. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

#### **P. Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

#### **Q. Reservations of Rights by the City**

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

#### **R. No Waiver**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

#### **S. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

#### **T. Local Business Enterprise Goals and Outreach**

Per Section 14B.2 of the Admin Code, Chapter 14B requirements do not apply to grants, whether funded by the City or by Federal or State grant funds, to a nonprofit entity to provide services to the community.

### **VII. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements set forth below, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

#### **A. Proposers Unable to do Business with the City**

##### **1. Generally**

Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below.

##### **2. Contractor Vaccination Policy Attestation Form**

Proposers must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. If Proposer is unable to comply with this Policy, it will be deemed non-responsive unless a City is able to secure a waiver on Proposer’s behalf. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

##### **3. “reserved” Administrative Code Chapter 12X**

##### **4. Administrative Code Chapter 12B**

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local

law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

#### **B. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

#### **C. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>.

#### **D. First Source Hiring Program**

A proposer selected pursuant to this solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this agreement and an awarded proposer is subject to the enforcement and penalty provisions in Chapter 83.

### **VIII. CONTRACT/GRANT REQUIREMENTS**

#### **A. Contract/Grant Terms and Negotiations**

The successful Proposer will be required to enter into the Agreement in the form attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation.** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will be incorporated into City's Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

## **B. Insurance Requirements**

1. Types and Amounts of Coverage. Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant agreement, insurance in the following amounts and coverages:
  - a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
  - b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
  - c. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

- e. Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
  - i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, confidential social service information, protected health information or other personally identifying information, stored or transmitted in electronic form;
  - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  - iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer

related property and the data, software, and programs thereon.

2. Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
  - a. Name as additional insured City and its officers, agents and employees.
  - b. Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
3. Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
4. Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
5. General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
6. Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above.

Failure to maintain insurance shall constitute a material breach of this Agreement.

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

**C. Failure to Provide Insurance and/or Bonds**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the RFP is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**D. Compliance with Other Laws**

Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

**E. HSA/DAS Policy Manuals and Memoranda**

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

## **F. Other CDA Rules and Regulations**

State (CDA Regulations):

[https://www.aging.ca.gov/programsproviders/aaa/Laws\\_Regulations\\_Policies/](https://www.aging.ca.gov/programsproviders/aaa/Laws_Regulations_Policies/)

Federal OMB Uniform Guidance: <https://www.grants.gov/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

Code of Federal Regulations: <https://www.govinfo.gov/help/cfr>



## IX. RFP COVER PAGE

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CITY SUPPLIER ID (IF  
KNOWN)** \_\_\_\_\_

**FEDERAL EMPLOYER #:** \_\_\_\_\_

ANNUAL AMOUNT(S) REQUESTED: \$ \_\_\_\_\_

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

Signature of authorized representative(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit an electronic copy to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org)

## X. PAGE NUMBER FORM

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

	<b>Evaluation and Selection Criteria</b>	
	<b>Minimum Qualifications</b>	Page Number(s)
1.	A minimum of three (3) years of same or similar services to those requested in this RFP	
2.	A minimum of three (3) years serving the target population. These populations may include, but are not limited to: older adults, younger adults with disabilities, those with mental health and substance use issues and housing needs.	
3.	Demonstrated ability to provide cultural and linguistically appropriate services to the target population.	
4.	Must be willing and able to comply with the City contracting requirements set forth in Section VII of this RFP	
5.	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.	
6.	Able to become a Business Associate of DAS, and sign a Business Associate Agreement and adhere to all privacy laws and have HIPAA-compliant practices.	
	<b>Organizational Capacity ( 35 points)</b>	
1.	Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s prior approval. (10 Points)	
2.	Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated. (10 Points)	
3.	Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved. (5 points)	
4.	Description of agency experience and staff skills related to successful collaboration and management of complex data. (5 points)	
5.	Completed Disability Checklist (5 points)	
	<b>Program Approach (40 points)</b>	

1.	Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).(10 Points)	
2.	Description of your agency's experience and ability to manage complex fiscal operations, specifically for the purchases of service component as well as time-studies, and local/state/federal reimbursements. (10 Points)	
3.	List and explain the specific service and outcome objectives to be accomplished through the proposal. (5 Points)	
4.	The proposal demonstrates the capacity to partner and collaborate with both the public entities and private partners demonstrated through existing partnerships, diversity of board governance, policy and practice through technology, communication, shared services and/or governance structure. (5 points)	
5.	Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated. (5 Points)	
6.	Describe the proposed model for clients to offer feedback and input regarding services. (5 Points)	
	<b>Fiscal Capacity (25 points)</b>	
1.	The budget provided is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive. Cost Allocation Plan is reasonable. (20 points)	
2.	Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program. (5 points)	

## **XI. BUDGET FORMS AND INSTRUCTIONS**

Budgets should be submitted in the standard HSA format. Forms are available at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on “Human Services Agency” in the Department drop-down menu and then click the link for this RFP.

The attached spreadsheets are in Excel. There are four (4) pages in the budget (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

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

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

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

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

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

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

DEPARTMENT OF DISABILITY AND AGING SERVICES  
(DAS) COMMISSION

MINUTES April 5, 2023

CALL TO ORDER AND WELCOME/ Vice President Janet Y. Spears

Vice President Janet Spears called our hybrid meeting to order in City Hall room 416 and virtually and stated that the DAS Commission acknowledged they are using the unceded homeland of the Ramaytush Ohlone peoples of the San Francisco Peninsula.

The (DAS) Commission Secretary called the roll:

Present: Commissioners Sascha Bittner, Wanda Jung, Vice President Janet Y. Spears, Linda Parker Pennington, and Nelson Lum

Excused Absent:

DAS Executive Director Kelly Dearman was present,

Communications:

Commission Secretary Ravi Durbeej provided instructions for any members of the public that would like to submit a public comment to the DAS Commission.

Approval of Minutes:

No public comment.

A motion to approve the February 1, 2023 DAS Commission Meeting Minutes.

The motion was unanimously approved.

Approval of Minutes:

No public comment.

A motion to approve the February 17, 2023 DAS Commission Joint MOD Meeting Minutes.

The motion was unanimously approved.

Approval of Minutes:

No public comment.

A motion to approve the February 16, 2023 DAS Commission Special Budget Meeting Minutes.

The motion was unanimously approved.

AUTHORIZATION TO ALLOW THIRD-PARTY PRESENTERS WHO ARE NOT CITY EMPLOYEES TO ATTEND COMMISSION MEETINGS VIRTUALLY, PENDING ANY CALIFORNIA GOVERNMENT CODE CHANGE OR MAYORAL SUPPLEMENT TO THE EMERGENCY PROCLAMATION.

President Knutzen read the resolution to authorize third-party presenters who are not city employees to attend and present commission meetings virtually pending any government changes or supplements to the Mayoral Emergency Proclamation

No public comment.

A motion to approve the authorization to allow third-party presenters who are not city employees to attend commission meetings virtually, pending any California government code change or mayoral supplement to the emergency proclamation.

EXECUTIVE DIRECTOR REPORT/Kelly Dearman

Director Dearman thanked the commissioners and thanked DAS staff for carrying out their wellness goals. During the rough weather APS and IHSS helped their clients. CAL Dept of Aging came to do a monitoring visit which happens every 4 years. CDA was very happy with our progress and status of DAS.

There is a crisis of a shortage of caregivers in San Francisco and we are trying to have more and lastly next week is National Health Care Day April 17<sup>th</sup>. Annie Chung

DAS EMPLOYEE OF THE MONTH April 2023

- Director Dearman and the DAS Commission honored DAS Division Clerk Lisa Leui who is a gem and one of our strongest employees
- Vice President Spears thanked and congratulated Lisa Leui

- Lisa Leui thanked all her colleagues and was extremely elated for this award.

#### ADVISORY COUNCIL REPORT/Diane Lawrence

President Lawrence greeted the Commission and thanked them and Director Dearman. Margaret Graff led the last meeting. There was a site visit report from Juliette Rothman.

#### JOINT LEGISLATIVE REPORT /TACC Diane Lawrence

President Lawrence thanked the commission and she was not able to attend the last JLC. But from TACC there is hopefully updates to the Brown Act and others.

Commissioner Barbara Sklar asked on how to find bills online and President Lawrence informed her she could send her updates from the JLC.

Vice President thanked President Lawrence for all her hard work.

#### CASE REPORT/ Dan Gallagher

CASE Report presented by Dan Gallagher talked on the CASE Meeting and behavioral mental health services and community centers. Service provider working group and allocation plans are some of our biggest highlights of the year.

Vice President Spears thanked presenter Gallagher for the extensive report.

#### Item 13 is GENERAL PUBLIC COMMENT.

Marin Food Bank director spoke on food delivery to seniors and people with disabilities and how much higher the need is now after Covid. The funding is getting cut and he wanted to bring it to the attention of the DAS and our Director that the need is still there.

Another caller called in about Public Comment about seniors and people with disabilities to participate actively. There are 1000's of San Franciscans that need these services. DAS should be audited by their actions and we are in dire straights with some suffering from Dementia. The BOS does not care about the seniors and are leaving them to suffer.

#### Item 14 OLD BUSINESS

No old business.

4 items on this month's consent agenda were voted on and unanimously approved:

- \*The additional Amount is to add FY22/23 CODB to the Clinical Supervision Collaborative Program for FY 22/23 for the Institute on Aging.
- The additional Amount is to add FY22/23 CODB to the Adult Day Program (ADP) for Older Adults and Adults with Disabilities Program for FY 22/23 for the Institute on Aging.
- \*The additional Amount is to add FY22/23 CODB to the Alzheimer's Day Care Resource Centers (ADCRCs) for Older Adults and Adults with Disabilities Program for FY 22/23 for the Institute on Aging.
- Additional funding for FY22-23 for Self Help for the Elderly-Residential Care Facility-Autumn Glow for Self-Help for the Elderly.

## NEW BUSINESS

### ITEM A and B ARE INFORMATIONAL ITEMS AND REQUIRES A VOTE BY THE COMMISSION

A. Review of the FY 2023-24 Area Plan Update for the California Department of Aging (Staff: Executive Director Kelly Dearman and Adithi Vellore will present this Item).

Presenters Dearman and Vellore gave the commission an overview of the FY 2023-24 Area Plan Update for the California Department of Aging

### PUBLIC COMMENT

A caller called in to speak on the report and they were not pleased with DAS and it's funding and the plan.

B. Dignity Fund Services and Allocation Plan FY 2023-24 to FY 2026-27 Funding Cycle presentation (Melissa McGee will present this item).

Presenter McGee presented to the commission the Dignity Fund Services and Allocation Plan FY 2023-24 to FY 2026-27 funding cycle.

- Key priorities were to improve service awareness, navigation, and connection.
- Promote inclusion of seniors and adults with disabilities and broader city community.
- Empower consumers citywide to have multimodal service areas.
- Boost service engagement for adults with disabilities
- Provide equitable, culturally inclusive and affirming services for BIPOC & LGBTQ+ communities.
- Use data to support service planning, delivery, and continuous quality improvement.
- Enhance system coordination across City and community partners.

Commissioner Parker Pennington asked about the Bayview and the Fillmore and historically



Black neighborhoods in San Francisco and asked how they track information from those neighborhoods and presenter McGee said they implement many tools to get data which are outlined in the Community Needs Assessment.

Commissioner Pennington asked if they poll churches, neighborhood groups and presenter McGee replied they did and tried to find other ways to incorporate these places in their surveys.

Commissioner Lum asked why there is no way to assist people who are currently in need to try to get them off the need and presenter McGee that they partner with back to work organizations in HSA as well as supportive back to work programs.

Vice President Spears asked where the employment programs will be found, and she replied they are in community connections.

Commissioner Jung complimented presenter McGee on the excellent work and really appreciate this as an excellent roadmap.

Vice President Spears asked how to close the gap from the budget as 96 million but the Dignity Fund is 60 million – which presenter McGee deferred to Adithi Vellore who spoke on the budget team who are working on that divide.

Director Dearman did let the commission know that the City usually provides \$3 million dollars unless there is a deficit which there is this year.

## PUBLIC COMMENT

A caller called who is an advocate who says anyone can make a presentation, but we need real results. Because of the pandemic 1000's of poor people are dying and presentations do not help. This cannot be done and we need to focus on the elderly and people with disabilities.

C. Requesting a vote by the Commission to reappoint Tia Small to the DAS Advisory Council.

## PUBLIC COMMENT

No public comment.

A motion to reappoint Tia Small to the DAS Advisory Council

The motion was unanimously approved.

President Knutzen was absent

D. Requesting a vote by the Commission to reappoint Dr. Marcy Adelman to the DAS Advisory Council.

PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen was absent

E. Requesting a vote by the Commission to reappoint Anne Warren to the DAS Advisory Council.

PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen was absent

F. Requesting authorization to modify the existing grant agreement with Felton Institute for the provision of the Long-Term Care Ombudsman Program during the period of April 1, 2023 through June 30, 2023; in the additional amount of \$23,661 plus a 10% contingency for a revised total amount not to exceed \$3,520,507. (Melissa McGee will present the item)

Presenter Melissa McGee Requesting authorization to modify the existing grant agreement with Felton Institute for the provision of the Long-Term Care Ombudsman Program during the period of April 1, 2023 through June 30, 2023; in the additional amount of \$23,661 plus a 10% contingency for a revised total amount not to exceed \$3,520,507

PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen was absent

G. Requesting authorization to modify the existing grant agreement with Self-Help for the Elderly for the provision of Health Insurance Counseling and Advocacy Program (HICAP) during the period of April 1, 2023 to June 30, 2024; in the additional amount of \$36,405 plus a 10% contingency for a total grant amount not to exceed \$1,690,548. (Erica Maybaum will present the item).

Presenter Maybaum is Requesting authorization to modify the existing grant agreement with Self-Help for the Elderly for the provision of Health Insurance Counseling and Advocacy Program (HICAP) during the period of April 1, 2023 to June 30, 2024; in the additional amount of \$36,405 plus a 10% contingency for a total grant amount not to exceed \$1,690,548.

#### PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen was absent

H. Requesting authorization to enter into a new grant agreement with Brilliant Corners for the provision of Scattered Site Housing and Rental Subsidy Administration (SSHRSA) during the period of July 1, 2023 through June 30, 2027; in the amount of \$13,669,628, plus a 10% contingency for a total amount not to exceed \$15,036,591. (Melissa McGee will present the item)

Presenter McGee is requesting authorization to enter into a new grant agreement with Brilliant Corners for the provision of Scattered Site Housing and Rental Subsidy Administration (SSHRSA) during the period of July 1, 2023 through June 30, 2027; in the amount of \$13,669,628, plus a 10% contingency for a total amount not to exceed \$15,036,591.

Commissioner Bittner commended presenter McGee

Commissioner Jung was extremely impressed with the report and collaboration and cooperation with different organizations to get this done.

#### PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen was absent

I. Requesting authorization to enter into a new grant agreement with Institute on Aging for the provision of Community Living Fund Program; during the period of July 1, 2023 to June 30, 2027; in an amount of \$20,682,072 plus a 10% contingency for a total amount not to exceed \$22,750,279. (Melissa McGee will present the item)

Presenter McGee Requesting authorization to enter into a new grant agreement with Institute on Aging for the provision of Community Living Fund Program; during the period of July 1, 2023 to June 30, 2027; in an amount of \$20,682,072 plus a 10% contingency for a total amount not to exceed \$22,750,279.

Commissioner Jung asked about the roles about contractors and they provide roles for the other service providers and presenter McGee replied they are contracted by the Institute on Aging for the provision of Community Living Fund Program.

#### PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen and Commissioner Sklar were absent

J. Requesting authorization to enter into a new grant agreement with Institute on Aging for the operation of a High Risk Self Neglect Multi-Disciplinary Team (HRSN-MDT) and an Elder and Disabled Death Review Team (EDDRT); during the period of April 1, 2023 through June 30, 2025; in an amount of \$561,199 plus a 10% contingency for a total amount not to exceed \$617,319. (Ben Seisdodos will present the item)

Presenter Seisdodos is requesting authorization to enter into a new grant agreement with Institute on Aging for the operation of a High Risk Self Neglect Multi-Disciplinary Team (HRSN-MDT) and an Elder and Disabled Death Review Team (EDDRT); during the period of April 1, 2023

through June 30, 2025; in an amount of \$561,199 plus a 10% contingency for a total amount not to exceed \$617,319.

#### PUBLIC COMMENT

No public comment

A motion to approve

The motion was unanimously approved.

President Knutzen and Commissioner Sklar were absent

K. Requesting authorization to enter into a new grant agreement with Community Living Campaign for the provision of Transportation Access Program; during the period of April 1, 2023 through June 30, 2025; in an amount of \$177,750 plus a 10% contingency for a total amount not to exceed \$195,525. (Paulo Salta will present this item)

Presenter Salta is requesting authorization to enter into a new grant agreement with Community Living Campaign for the provision of Transportation Access Program; during the period of April 1, 2023 through June 30, 2025; in an amount of \$177,750 plus a 10% contingency for a total amount not to exceed \$195,525.

Commissioner Bittner commented on how important this is for people with disabilities in San Francisco.

#### PUBLIC COMMENT

No public comment.

A motion to approve

The motion was unanimously approved.

President Knutzen and Commissioner Sklar were absent

#### Announcements

President Lawrence thanked the commission for reappointing the DAS Advisory Council members

Adjournment

Meeting adjourned at 11:56am by Vice President Spears



SAN FRANCISCO HUMAN SERVICES AGENCY  
**Department of Disability  
and Aging Services**

## MEETING NOTICE/AGENDA

**Wednesday May 7, 2025  
Regular Meeting 9:30 AM**

Watch Live on SFGovTV Channel 78 and [www.sfgovtv.org](http://www.sfgovtv.org)

For Public Comment instructions, please see below.

This meeting will be held in person at City Hall, 1 Dr. Carlton Goodlett Place, Room 416. Members of the public may attend the meeting to observe and provide public comment at the physical meeting location listed above or online at SFGovTV Channel 78 and [www.sfgovtv.org](http://www.sfgovtv.org). Instructions for providing remote public comment are below.

**Daniel Lurie**  
Mayor

**Kelly Dearman**  
Executive Director, DAS

Members of the public are encouraged to participate remotely, including by providing public comment in real time. Alternatively, if you want to ensure your comment on any item on the agenda is received by the Commission in advance of the meeting, please send an email to the Commission Secretary, Ravi Durbeej, at [Ravi.Durbeej@sfgov.org](mailto:Ravi.Durbeej@sfgov.org) by 5pm on Monday, May 5, 2025. Items submitted in writing in advance will be read aloud or otherwise shared with the Commission. Please see the information on the next page for remote meeting access.





SAN FRANCISCO HUMAN SERVICES AGENCY  
**Department of Disability  
and Aging Services**

### DAS COMMISSIONERS

Janet Y. Spears, Commission President

Nelson Lum, Commission Vice President

Martha Knutzen, Commissioner

Sascha Bittner, Commissioner

Wanda Jung, Commissioner

Barbara Sklar, Commissioner

Linda Parker Pennington, Commissioner

### DAS Executive Director

Kelly Dearman

### DAS Commission Secretary

Ravi Durbeej

## **WATCHING THE MEETING**

WATCH LIVE ON SFGOVTV: [www.sfgovtv.org](http://www.sfgovtv.org) / Channel 78

## **PUBLIC COMMENT**

Members of the public are invited to comment on items before the Commission. With respect to listed agenda items, your opportunity to address the commission will be afforded when the item is reached in the meeting. There is also an agenda item for public comment about items not on the agenda.

In relation to public comment, each member of the public may address the commission for up to **three minutes**.





### **REMOTE PARTICIPATION**

To dial-in to the DAS Commission meeting to listen to the meeting and/or to make public comment remotely, please call **(415) 655-0001, Access Code: 2662 486 3037#** and then **#** again and use **Password: 5646**

When providing public comment using the remote option, please:

Ensure you are in a quiet location – Speak Clearly – Turn off any TVs or radios around you. Once in the conference, please press \*3 to enter the question queue.

You will hear a notification when your line is unmuted.

Pressing \*3 again will remove you from the question queue.

The caller will have the standard **three minutes** to provide comment.

### **ACCESSIBLE MEETING POLICY**

The San Francisco Department of Disability and Aging Services Commission meeting will be held in person and virtually to accommodate for remote public comments.

To obtain a disability-related accommodation, including auxiliary aids or services, or to obtain meeting materials in alternative format, please contact Ravi Durbeej at [Ravi.Durbeej@sfgov.org](mailto:Ravi.Durbeej@sfgov.org). Providing at least 72 hours' notice will help to ensure availability. Written reports or background materials for calendar items are available online at [www.sfhhsa.org/das](http://www.sfhhsa.org/das). Public comment will be taken on each item before or during consideration of the item.

Wheelchair-accessible entrances are located on Van Ness Avenue and Grove Street. Please note the wheelchair lift at the Goodlett Place/Polk Street entrance is temporarily not available. After multiple repairs that were followed by additional breakdowns, the wheelchair lift at the Goodlett/Polk entrance is being replaced for improved operation and reliability. We anticipate having a functioning lift after the completion of construction in May 2025. There are elevators and accessible restrooms located on every floor.



## **RAMAYTUSH OHLONE ACKNOWLEDGEMENT**

**“The San Francisco HSA/DAS Commission acknowledges that we are on the unceded ancestral homeland of the Ramaytush Ohlone who are the original inhabitants of the San Francisco Peninsula. As the indigenous stewards of this land and in accordance with their traditions, the Ramaytush Ohlone have never ceded, lost, nor forgotten their responsibilities as the caretakers of this place, as well as for all peoples who reside in their traditional territory. As guests, we recognize that we benefit from living and working on their traditional homeland. We wish to pay our respects by acknowledging the Ancestors, Elders, and Relatives of the Ramaytush Ohlone community and by affirming their sovereign rights as First Peoples.”**

## **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

Government’s duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the city and County exist to conduct the people business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people’s review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact Adele Destro by mail to Interim Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689; by phone at 415.554.7724; by fax at 415.554.7854; or by email at [soft@sfgov.org](mailto:soft@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from Ms. Destro or by printing Chapter 67 of the San

Francisco Administrative Code on the Internet, <http://www.sfgov.org/sunshine/>



SAN FRANCISCO HUMAN SERVICES AGENCY  
**Department of Disability  
and Aging Services**

## **LOBBYIST REGISTRATION AND REPORTING REQUIREMENTS**

The Ethics Commission of the City and County of San Francisco has asked us to remind individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [S.F. Campaign and Governmental Conduct Code section 2.100 et seq.] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 415.581.2300; fax: 415.581.2317; 25 Van Ness Avenue, Suite 220, San Francisco, CA 94102-6027 or the web site: [sfgov.org/ethics](http://sfgov.org/ethics)



## **ORDER OF BUSINESS**

1. CALL TO ORDER/President Janet Y. Spears
2. ROLL CALL/Ravi Durbeej
3. COMMUNICATIONS/Ravi Durbeej
4. APPROVAL OF THE April 2, 2025 MEETING MINUTES      **ACTION**
5. DIRECTOR'S REPORT/Presented DAS Executive Director Kelly Dearman
6. THE DAS MAY 2025 EMPLOYEE OF THE MONTH Award to Arturo Ramirez who is a Senior Eligibility Worker with the DAS Eligibility Unit at the DAS HUB
7. ADVISORY COUNCIL & TACC REPORT/ President Allen Cooper
8. CASE REPORT/ Fiona Hinze
9. GENERAL PUBLIC COMMENT

*AT THIS TIME MEMBERS OF THE PUBLIC MAY ADDRESS THE COMMISSION ON ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION THAT ARE NOT ON THIS MEETING AGENDA. WITH RESPECT TO AGENDA ITEMS, YOUR OPPORTUNITY TO ADDRESS THE COMMISSION WILL BE AFFORDED WHEN THE ITEM IS REACHED IN THE MEETING. EACH MEMBER OF THE PUBLIC MAY ADDRESS THE COMMISSION FOR UP TO THREE MINUTES. THE BROWN ACT FORBIDS THE COMMISSION FROM TAKING ACTION OR DISCUSSING ANY ITEMS NOT APPEARING ON THE POSTED AGENDA, INCLUDING THOSE ITEMS RAISED AT PUBLIC COMMENT.*



**10. OLD BUSINESS:**

**11. NEW BUSINESS:**

ITEMS A THROUGH D ARE ACTION ITEMS THAT REQUIRES A VOTE BY THE COMMISSION

- A. Requesting authorization to enter into new grant agreements with Self-Help for the Elderly for the provision of Short-Term Home Care for Older Adults: Personal Care, Chore and Homemaker Services during the period of July 1, 2025 to June 30, 2029; in the amount of \$842,772 plus a 10% contingency for a total grant amount not to exceed \$927,049. (Zhiqing Li will present the item).

Service	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total FY 25-29	10% Contingency	Total Grant Amount FY 25-29
Short-Term Chore Services	\$71,868	\$71,868	\$71,868	\$71,868	\$287,472	\$28,747	\$316,219
Short-Term Homemaker Services	\$72,764	\$72,764	\$72,764	\$72,764	\$291,056	\$29,106	\$320,162
Short-Term Personal Care Services	\$66,061	\$66,061	\$66,061	\$66,061	\$264,244	\$26,424	\$290,668
Total	\$210,693	\$210,693	\$210,693	\$210,693	\$842,772	\$84,277	\$927,049

- B. Requesting authorization to enter into new grant agreements with Self-Help for the Elderly for the provision of Nutrition Services for Older Adults and Adults with Disabilities for the period of July 1, 2025 through June 30, 2029, in the amount of \$12,573,404 plus a 10% contingency for a total amount not to exceed \$13,830,744. (Tiffany Kearney will present the item).



Program	Annual amount for FY 25/29	Grant amount	Contingency	Not to Exceed
Congregate Nutrition Services for Older Adults	\$2,528,477	\$10,113,908	\$1,011,391	\$11,125,299
Congregate Nutrition Services for Adults with Disabilities	\$19,335	\$77,340	\$7,734	\$85,074
Choosing Healthy Appetizing Meal Plan Solutions	\$595,539	\$2,382,156	\$238,215	\$2,620,371
Total	\$3,143,351	\$12,573,404	\$1,257,340	\$13,830,744

- C. Requesting authorization to enter into a new contract with the Merced Three Residential Care for the provision of Emergency Residential Care Facility for the Elderly Bed Placement; during the period of July 1, 2025 through June 30, 2029; in the amount of \$810,300 plus a 10% contingency for a total contract amount not to exceed \$891,330. (Ben Seisdedos will present this item).
- D. Requesting authorization to modify the existing grant agreement with Institute on Aging for the provision of the Community Living Fund program; during the period from July 1, 2025 through June 30, 2027, in the additional amount of \$14,327,796 plus a 10% contingency for a revised total amount not to exceed \$27,630,868. (Zhiqing Li will present the item)

## 12. ANNOUNCEMENTS

## 13. ADJOURN



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250514

Bid/RFP #: 1050

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Rocio Duenas	415-557-5507
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HSA Human Services Agency	rocio.duenas@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Institute on Aging	<b>TELEPHONE NUMBER</b> 415-314-8425
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3575 Geary Boulevard, San Francisco CA 94118	<b>EMAIL</b> tbriody@ioaging.org

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 1050	<b>FILE NUMBER (If applicable)</b> 250514
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> NTE \$25,676,683		
<b>NATURE OF THE CONTRACT (Please describe)</b> Resolution approving the First Amendment between the City, acting by and through the Department of Disability and Aging Services, and Institute on Aging for the provision of the Community Living Fund Program, to extend the term by two years through June 30, 2027, and to increase the maximum expenditure by \$16,216,128 for a total not to exceed amount of \$27,630,868.		

7. COMMENTS
Description of Amount reflects amendments made in Committee.

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS



# 9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Briody, MHSC	J. Thomas	CEO
2	Blades	Roxana R.	CFO
3	Browner	Warren	Board of Directors
4	Shih	Elizabeth	Board of Directors
5	Whitehead	Cynthia Diana	Board of Directors
6	Litvak	Marlene	Board of Directors
7	Benton	Donna	Board of Directors
8	Brinton	Lynn	Board of Directors
9	Briody	J. Thomas	Board of Directors
10	Fisher	H. Andrew	Board of Directors
11	Liu	Ruth	Board of Directors
12	Hinton	E. Anne	Board of Directors
13	Martin	Jeanne Parker	Board of Directors
14	Matacia	Theresa	Board of Directors
15	Pritchard	Joseph	Board of Directors
16	Walter	Louise	Board of Directors
17	Catholic Charities		Subcontractor
18	Self-Help for the Elderly		Subcontractor
19	Conard House		Subcontractor

**9. AFFILIATES AND SUBCONTRACTORS**

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

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

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b>	<b>DATE SIGNED</b>
BOS Clerk of the Board	



**SAN FRANCISCO  
HUMAN SERVICES AGENCY**

P.O. Box 7988  
San Francisco, CA  
94120-7988  
[www.SFHSA.org](http://www.SFHSA.org)

May 12, 2025

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

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

RE: Proposed Resolution for the first amendment to the grant agreement with Institute on Aging for the provision of Community Living Fund program

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed resolution which will authorize an amendment to the grant agreement between the City and County of San Francisco and Institute on Aging, increasing the not to exceed amount of the Agreement to \$27,630,868, extending the term by two years for a total term of four years from July 1, 2023 through June 30, 2027, clarifying and reorganizing the scope of service language, and adding two appendices to reflect ongoing acceptance of federal funds.

If you need additional information, please contact Rocio Duenas, Principal Contract Manager at [rocio.duenas@sfgov.org](mailto:rocio.duenas@sfgov.org).

Attached please find a copy of the proposed resolution. Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you for your assistance.

Sincerely,

DocuSigned by:  
  
988DB1CEF3F4463...  
Kelly Dearman  
Executive Director

Cindy Kauffman on behalf of Kelly Dearman

Enclosures



**Daniel Lurie**  
Mayor

**Trent Rhorer**  
Executive Director, SFHSA

**Kelly Dearman**  
Executive Director, DAS