

File No. 250224

Committee Item No. 5

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 30 2025

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input 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 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
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Brent Jalipa Date April 24, 2025

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Grant Agreement - HomeBridge, Inc. - Contract Mode In-Home Supportive Services - Not to  
2 Exceed \$158,400,000]

3 **Resolution approving an Agreement between the City, acting by and through the**  
4 **Department of Disability and Aging Services, and Homebridge, Inc. for the provision of**  
5 **Contract Mode In-Home Supportive Services, for a term of four years from July 1, 2025,**  
6 **through June 30, 2029, for a total not to exceed amount of \$158,400,000; and to**  
7 **authorize the Department of Disability and Aging Services to enter into amendments or**  
8 **modifications to the First Amendment that do not materially increase the obligations or**  
9 **liabilities to the City and are necessary to effectuate the purposes of this Resolution.**  
10

11 WHEREAS, The City and County of San Francisco, by and through its Department of  
12 Disability and Aging Services, wishes to provide grant funding for services provided to the  
13 community for contract mode in-home supportive services to eligible older adults and adults  
14 with disabilities in order to enable these individuals to remain safely in their homes; and

15 WHEREAS, On December 17, 2024, the Department of Disability and Aging Services,  
16 in coordination with the Human Services Agency, issued a Request for Proposals #1151 for  
17 In-Home Supportive Services (IHSS) Contract Mode grant-funded services; and

18 WHEREAS, Homebridge, Inc. submitted a proposal and was the only proposer; and

19 WHEREAS, The Department of Disability and Aging Services awarded the Agreement  
20 to Homebridge, Inc.; and

21 WHEREAS, On March 5, 2025, the Department of Disability and Aging Services  
22 Commission approved the proposed IHSS contract mode services grant with Homebridge,  
23 Inc. (the "Grant Agreement") in a total amount not to exceed \$158,400,000 for the period from  
24 July 1, 2025, through June 30, 2029; and  
25

1           WHEREAS, The City and County of San Francisco, by and through its Department of  
2   Disability and Aging Services, now wishes to enter into the Grant Agreement with  
3   Homebridge, Inc.; and

4           WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by  
5   Resolution of any contract which, when entered into, extends over 10 years, and of any  
6   contract which, when entered into, costs the City \$10,000,000 or more; and

7           WHEREAS, The proposed Grant Agreement contained in File No. 250224, is  
8   substantially in final form, with all material terms and conditions included, and only remains to  
9   be executed by the parties upon approval of this Resolution; now, therefore, be it

10          RESOLVED, That the Board of Supervisors hereby approves the Grant Agreement in  
11   substantially the form contained in File No. 250224; and, be it

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

19          FURTHER RESOLVED, That within 30 days of the Grant Agreement being fully  
20   executed by all parties, the Department of Disability and Aging Services shall submit to the  
21   Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 250224;  
22   this requirement and obligation resides with the Department, and is for purposes of having a  
23   complete file only, and in no manner affects the validity of the approved Grant Agreement.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

Kelly Dearman  
Executive Director  
Department of Disability and Aging Services

<b>Items 5 &amp; 6</b> <b>Files 25-0224 and 25-0225</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 resolutions would approve the following between HSA's Department of Disability and Aging Services, and Homebridge, Inc.: (1) <b>File 25-0225</b> approves the first amendment to the existing grant to provide in-home supportive services, increasing the not to exceed amount by \$2,419,719 for a total not to exceed \$144,684,989 with no changes to the five-year term ending June 30, 2025, and (2) <b>File 25-0224</b> approves a new grant to provide in-home supportive services, in the amount of \$158,400,000 for a four-year term from July 1, 2025 through June 30, 2029.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The In-Home Supportive Services (IHSS) program provides homecare services to low-income seniors and disabled persons, enabling them to remain in their own homes. IHSS services are provided to clients via two modes of service delivery: (a) the independent provider mode or (b) the contract mode for clients who are unable to find and/or supervise their own Independent Providers. Homebridge is the City's contract mode provider and was awarded a new grant following a competitive solicitation in December 2024.</li> <li>The proposed first amendment and the new grant include increases to the number of hours provided and the number of clients served due to expansions in Medi-Cal eligibility that also expanded access to IHSS, as well as HSA plans to make IHSS more accessible to eligible homeless clients in shelters. Under the proposed new grant, Homebridge would provide 565,949 hours annually to an estimated 1,100 clients, which is an increase of 90,949 hours and 250 clients compared to the existing agreement.</li> <li>In FY 2023-24, Homebridge underperformed in a little over half of the service and outcome objectives. Homebridge struggled to meet some of the objectives because of the rapid increase in the number of clients, as well as refusal of services by some clients.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed first amendment would increase the not-to-exceed amount of the existing Homebridge grant by \$2,419,719, for a total not to exceed \$144,684,989. The proposed new grant with Homebridge has a not-to-exceed amount of \$158,400,000.</li> <li>Under both agreements, services are funded by Federal funds (51 percent), State funds (19 percent), and the City's General Fund (30 percent).</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolutions.</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****In-Home Supportive Services (IHSS)**

Administered by each county in California, the In-Home Supportive Services (IHSS) program provides federal, state and local funding for eligible low-income seniors over the age of 65 and disabled persons to receive non-medical personal care, domestic services and paramedical services and other household assistance in their home. IHSS care allows seniors and disabled persons to remain in their own homes (which include SRO hotels, shelters, and public or senior housing) and, as a result, avoid costly and unnecessary hospitalization or institutionalization.

To be eligible for IHSS, recipients must live in their own homes located in the City and must 1) receive full-scope Medi-Cal, and 2) receive approval from a licensed health care professional to receive IHSS. Each eligible IHSS client is allocated a specified number of monthly IHSS service hours based on an annual needs assessment conducted by the Human Services Agency's (HSA) Department of Disability and Aging Services. IHSS service hours are provided to clients through two modes of service delivery: (1) the Independent Provider (e.g., home care provider) mode, or (2) the Contract Mode for clients who typically have higher needs and are therefore unable to find and/or supervise their own Independent Providers, primarily because of cognitive impairment and/or serious mental illness.

According to HSA, there are currently approximately 28,893 IHSS recipients, with 95 percent utilizing the Independent Provider mode of service. Approximately four percent of recipients receive services through Homebridge, which is currently San Francisco's Contract Mode provider. Less than one percent use both Independent Provider and Contract Mode.

**Existing Grant**

In June 2020, the Board of Supervisors approved a grant between HSA and Homebridge, Inc. for Homebridge to provide Contract Mode in-home supportive services in the amount of \$142,265,270 for a five-year term from July 1, 2020 through June 30, 2025 (File 20-0357). Under the terms of the RFP, the total grant duration was for five years.

**Procurement for New Grant**

Because the existing grant with Homebridge is set to expire in June 2025, HSA's Department of Disability and Aging Services issued a Request for Proposals (RFP) in December 2024 soliciting vendors to provide IHSS Contract Mode services for the City for an anticipated tentative four-year term from July 1, 2025 to June 20, 2029. Homebridge, Inc. was selected again to receive

funding based on a review by a selection panel<sup>1</sup>. Proposals were evaluated based on organizational capacity (40 points), program approach (35 points), and fiscal capacity (25 points). Homebridge was the only proposer, scored 83.3 (out of a total of 100 points) and was deemed to meet the required minimum qualifications in the RFP.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would approve the following between HSA's Department of Disability and Aging Services, and Homebridge, Inc.:

1. **File 25-0225** approves the first amendment to the existing grant to provide Contract Mode in-home supportive services, increasing the not to exceed amount by \$2,419,719 for a total not to exceed \$144,684,989 with no changes to the five-year term from July 1, 2020 through June 30, 2025.
2. **File 25-0224** approves a new grant to provide Contract Mode in-home supportive services, in the amount of \$158,400,000 for a four-year term from July 1, 2025 through June 30, 2029.

Both resolutions also authorize HSA to make further immaterial amendments to the grant.

### Services

As previously mentioned, IHSS Contract Mode serves clients with higher needs who are unable to identify and/or supervise their own Independent Provider, typically because of cognitive impairment and/or serious mental illness. Under the proposed new grant and amendment to the existing grant, Homebridge will continue to provide the following services:

- **Contract Mode Services:** IHSS services include domestic services, meal planning, heavy cleaning, grocery shopping, non-medical personal services, accompaniment services, yard hazard abatement, protective supervision, and paramedical services.
- **Care Management and Administrative Support:** Create regular care schedules with clients and process new recipient referrals from HSA staff. This includes providing regular supervisory visits to clients to ensure safety and satisfaction with services.
- **Provider Training and Skill Development:** Provide intensive supervision and basic and advanced training to Contract Mode home care providers. Basic training courses include topics such as food safety and sanitation, emergency preparedness, infection and exposure control, food and medication interaction, home safety, OSHA requirements, CPR and First Aid, and personal care and home care standards. Advanced training courses focus on specific areas such as nutrition, fall prevention, using durable medical equipment, mental illness and substance abuse, and de-escalation.

---

<sup>1</sup> Panelists include a Division Director - IHSS/Public Authority Alameda County, Executive Director – SF IHSS Public Authority, and Social Services Manager – Solano County Health and Human Services

The proposed new grant will also require Homebridge to address barriers that clients encounter regarding engagement of approved services because of mental and behavioral health challenges. This includes providing service coordination, troubleshooting barriers and other challenges that could result in service termination, and communication and coordination of wraparound case management services and/or referrals for clients.

### **Number of Contract Mode Hours Served**

The proposed first amendment and the new agreement include increases to the number of hours provided and the number of clients served due to expansions in Medi-Cal eligibility that result in expanded access to IHSS services, as well as HSA plans to make IHSS more accessible to eligible homeless clients in shelters according to HSA staff. The existing agreement provides for 475,000 hours annually to serve 850 clients at any given time. Under the proposed first amendment, Homebridge would provide 552,494 hours to 1,000 clients in FY 2024-25. Under the proposed new grant, Homebridge would provide 565,949 hours<sup>2</sup> annually to an estimated 1,100 clients at any given time. The proposed new agreement reflects a total increase of 90,949 hours (19 percent) and 250 clients compared to the existing agreement.

As shown in Exhibit 1 below, from FY 2020-21 to FY 2024-25 (as of December 2024), the average number of IHSS Contract Mode hours served per month increased by approximately 22.2 percent, as well as an average of six percent during the same period.

**Exhibit 1. Average Number of Contract Mode Hours Served Per Month Under Existing Homebridge Grant**

<b>Fiscal Year</b>	<b>Average Number of Hours Served per Month</b>	<b>Percentage Change</b>
FY 2020-21	37,424	-
FY 2021-22	34,521	-7.8%
FY 2022-23	33,577	-2.7%
FY 2023-24	42,964	28.0%
FY 2024-25 (as of December 2024)	45,719	6.4%

Source: HSA

According to HSA, the increased number of hours served is primarily driven by the expansion of Medi-Cal eligibility in May 2022 to include undocumented immigrants ages 50 and older. In addition, as of January 2024, the Medi-Cal program no longer considers applicants' assets and instead relies on income when determining eligibility, which has also increased the number of people eligible for Medi-Cal (and therefore IHSS).

---

<sup>2</sup> According to HSA, the 625,000 annual hours detailed in the new grant's scope of services reflects full use of the contingency. The proposed budget excluding the contingency provides funding for 565,949 annual hours.



**Performance and Fiscal Monitoring****FY 2023-24 Performance**

As reflected in Exhibit 2 below, the FY 2023-24 Annual Report showed that Homebridge underperformed in a little over half (five out of nine) service and outcome objectives. According to HSA, Homebridge struggled to meet some of the service and outcome objectives because of the rapid increase in the number of eligible clients, as well as refusal of services by some clients. HSA states that meeting the service objective to serve an annual average of at least 65 percent of total authorized hours was a challenge because some clients refused service or did not answer the door when a provider arrived due to mental and behavioral health issues. HSA noted that Homebridge has worked on improving this measure and has reached an average of 60 percent for the second quarter of FY 2024-25. In addition, meeting the service objective to serve an annual average of at least 95 percent of authorized hours when recipients are available for and accept service was a challenge because of staffing limitations due to the considerable increase in clients and service hours as a result of the expansion in eligibility.

HSA staff completed program monitoring<sup>3</sup> on the existing Homebridge grant for FY 2023-24, which included a desk review and an on-site monitoring visit on August 29, 2024. Based on the monitoring, Homebridge was found in compliance with the terms of the grant, though challenges and potential solutions were discussed for objectives that did not meet targets such as the satisfaction survey response rate. Per the monitoring letter, Homebridge plans to increase the survey response rate for FY 2024-25 through heightened outreach, such as follow-up reminders, flyers, on-site collection boxes, gift card incentives, among other activities.

---

<sup>3</sup> According to the September 20, 2024 HSA letter, program monitoring included the review and discussion of documented evidence of compliance in the following areas: quality assurance requirements, quality assurance program, programmatic and physical accessibility, and cultural competence, staffing pattern and job descriptions, program specific administration, HSA required training and meeting requirements, IHSS recipient files, and service objectives.

**Exhibit 2: FY 2023-24 Service and Outcome Objectives<sup>4</sup>**

<b>Service or Outcome Objective</b>	<b>Target</b>	<b>Actual</b>
Grantee will provide an annual average of at least 65% of Total Authorized Hours of IHSS.	65%+ <sup>5</sup>	54%
Grantee will provide an annual average of at least 95% of Authorized Hours of IHSS when recipients are available for and accept service.	95%+	82.2%
Grantee will provide services to new recipients within the DAS-required 5-business day period or 24-hour emergency period, as specified by DAS Social Worker.	100% emergency and 100% non-emergency referrals	88% emergency and 85% non-emergency <sup>6</sup>
Grantee will provide basic Skill Development Training to 100% of its staff providers.	100%	100%
Grantee will provide advanced Skill Development Training to 75% of its staff providers.	75%+	80.5%
Grantee will administer an annual, comprehensive, anonymous written satisfaction survey to 100% of recipients (provided in the language spoken by the recipients) and achieve a response rate of 30% by Year 3	30%+	12.2%
On the annual comprehensive, anonymous written satisfaction survey of recipients (provided in the language spoken by the recipients), 90% of recipients will indicate the following: <ul style="list-style-type: none"> <li>•Services helped them remain living independently at home;</li> <li>•Provider regularly arrived on time;</li> <li>•Provider provided the necessary authorized services;</li> <li>•Provider took instructions well;</li> <li>•Client could communicate to provider staff in language of choice;</li> <li>•Cultural and ethnic needs were met and respected;</li> <li>•Client Services Supervisor returned calls within 24 hours and treated clients with respect;</li> <li>•Client was satisfied with the schedule created by their Service Delivery Supervisor</li> <li>•Problems were resolved in a timely manner</li> </ul>	90%+ for every measure	Average of 82.3% across all measures
Using periodic client assessments conducted in the field, Homebridge will maintain an average score of 4 on a scale of 1 (Poor) to 5 (Excellent) where clients rate their providers in the areas of quality of work, ability to perform all authorized tasks, relationship to recipient, communication skills with recipient, sensitivity to recipient's needs and timeliness.	Average score of 4	Average score of 4.17
Quarterly compilation of 20% of recipient timesheets (Recipient Time Tracking) will show that at least 95% of recipients will have indicated on their timesheets "the Provider came within the time frame needed."	95%+	99.1%

Source: HSA

Note: Gray shading indicates result did not meet performance target.

Under the proposed new grant, Homebridge will be required to track these same service and outcome objectives, as well as administer annual participant satisfaction surveys and annual home care provider evaluations. Homebridge will also be required to track an additional service objective on providing California Mandated Reporter training, on an annual basis, to 100 percent of its staff providers.

#### Fiscal and Compliance Monitoring

HSA staff reviewed Homebridge's financial documents as part of the FY 2023-24 Citywide Fiscal and Compliance Monitoring program. According to the July 2024 final status letter, HSA identified two findings<sup>7</sup> that were addressed by the provider through corrective action.

### **FISCAL IMPACT**

#### **Proposed Amendment to Existing Grant (File 25-0225)**

The proposed first amendment would increase the not-to-exceed amount of the existing Homebridge grant by \$2,419,719, for a total not to exceed \$144,684,989. Actual and projected grant expenditures are shown in Exhibit 3 below.

---

<sup>4</sup> The agreement also includes three additional service objectives – two related to timely dispatch of replacement workers and one related to following DAAS protocols to notify IHSS of problems. Actual performance data for these measures are currently unavailable. According to HSA, the objective on following DAAS protocols has not been measurable and is being considered for potential elimination. The other two objectives on timely dispatch of replacement workers have not been tracked yet because the grantee has not established a process to measure them in their system. However, HSA states the grantee is currently working to determine how their system can measure these objectives.

<sup>5</sup> According to HSA, the target was set at 65%+ because some clients may refuse service at the time a provider arrives despite having been assessed for a specific number of hours. Clients may refuse services because of serious mental illness, cognitive impairment, substance use disorder, history of trauma, or for other reasons. HSA states this impacts the ability for the grantee to serve a higher percentage of the total authorized hours.

<sup>6</sup> As noted in the Annual Report, this was indicated as “achieved” in Q4 of FY 2023-24 with 100% for emergency referrals and 99% of non-emergency referrals but the overall yearly average is 88% for emergency referrals and 85% for non-emergency referrals

<sup>7</sup> The two findings included: less than 30 days of operating cash and a working capital ratio of less than one, which indicates that current assets are not sufficient to address current liabilities.

**Exhibit 3: Actual and Projected Grant Expenditures**

	<b>FY 2020-21 (Actual)</b>	<b>FY 2021-22 (Actual)</b>	<b>FY 2022-23 (Actual)</b>	<b>FY 2023-24 (Actual)</b>	<b>FY 2024-25 (Actual and Projected)</b>	<b>Total</b>
<b>Sources</b>						
City General Fund	\$7,601,623	\$7,648,893	\$7,615,802	\$9,946,950	\$10,543,236	\$43,356,504
State	4,814,361	4,844,299	4,823,341	6,299,735	6,677,383	27,459,119
Federal	12,922,759	13,003,118	12,946,863	16,909,816	17,923,501	73,706,056
Contingency (Remaining Budget)				\$163,309		163,309
<b>Total Sources</b>	<b>\$25,338,744</b>	<b>\$25,496,309</b>	<b>\$25,386,006</b>	<b>\$33,319,811</b>	<b>\$35,144,119</b>	<b>\$144,684,989</b>
<b>Uses</b>						
Salaries/Fringe Benefits	\$20,332,374	\$20,106,979	\$20,520,037	\$27,356,394	\$29,407,893	\$117,723,677
Operating Expenses	2,277,173	2,512,393	2,277,173	2,119,937	1,881,555	11,068,231
Subtotal	\$22,609,547	\$22,619,372	\$22,797,210	\$29,476,331	\$31,289,448	\$128,791,908
Indirect Costs (10%)	2,260,955	2,261,937	2,279,721	2,947,633	3,128,945	12,879,191
Heavy Cleaning	468,242	615,000	309,075	732,537	725,726	3,013,890
Remaining Budget				163,309		163,309
<b>Total Uses</b>	<b>\$25,338,744</b>	<b>\$25,496,309</b>	<b>\$25,386,006</b>	<b>\$33,319,811</b>	<b>\$35,144,119</b>	<b>\$144,684,989</b>

Source: Appendix B-1 and HSA

Note: Actual spending is as of February 2025. Operating expenses include rent, utilities, supplies, information technology, training, and other expenses.

Salaries and fringe benefits are for 400 FTE in-home service providers and 25.08 FTE program staff for FY 2024-25. Homebridge was originally projected to serve 514,454 hours in FY 2024-25. However, according to HSA, based on the projected increase in the number of eligible IHSS recipients and expected need, the initial projection was revised to 552,494 hours in FY 2024-25, which is an increase of 7.4 percent. Consequently, the proposed increase of \$2,419,719 will provide for an additional approximately 38,040 hours at the rate of \$63.61 per hour to an estimated 1,007 clients.<sup>8</sup>

Expenditures for FY 2024-25 would be funded approximately 51 percent by Federal funds, 19 by State funds and 30 percent by the City's General Fund.

**Proposed New Grant (File 25-0224)**

The proposed new grant with Homebridge has a not-to-exceed amount of \$158,400,000, including a 10 percent contingency. The proposed annual budget of \$36.0 million remains flat for the four-year grant period. Sources and uses of the proposed grant spending from FY 2025-26 through FY 2028-29 are summarized in Exhibit 4 below.

<sup>8</sup> According to HSA, the approved hourly client service rate is an all-inclusive rate that is meant to include all expenses incurred by Homebridge in the provision of homecare services.

**Exhibit 4: Sources and Uses of Funds for Proposed Homebridge Grant**

	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>Total</b>
<b>Sources</b>					
City General Fund	\$10,800,000	\$10,800,000	\$10,800,000	\$10,800,000	\$43,200,000
State	6,840,000	6,840,000	6,840,000	6,840,000	27,360,000
Federal	18,360,000	18,360,000	18,360,000	18,360,000	73,440,000
<b>Total Sources</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$144,000,000</b>
<b>Uses</b>					
Salaries/Fringe Benefits	\$28,955,230	\$28,955,230	\$28,955,230	\$28,955,230	\$115,820,920
Operating Expenses	1,712,160	1,712,160	1,712,160	1,712,160	6,848,640
Subtotal	\$30,667,390	\$30,667,390	\$30,667,390	\$30,667,390	\$122,669,560
Indirect Costs (15%) <sup>9</sup>	4,600,109	4,600,109	4,600,109	4,600,109	18,400,436
Heavy Cleaning (Consultant/Subcontractor) <sup>10</sup>	732,501	732,501	732,501	732,501	2,930,004
<b>Total Uses</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$144,000,000</b>
<b>Contingency (10%)</b>					<b>\$14,400,000</b>
<b>Total Not to Exceed</b>					<b>\$158,400,000</b>

Source: Appendix B and HSA

Salaries and fringe benefits are for 389 FTE in-home service providers and 23.65 FTE program staff. The proposed new grant between HSA and Homebridge provides for increased annual service hours compared to the existing grant. According to HSA, the increased service hours are due to the expansion of Medi-Cal eligibility (as previously mentioned), as well as the agency's partnership with the Department of Homelessness and Supportive Housing (HSH) to improve IHSS accessibility for eligible homeless recipients residing in shelter placement.<sup>11</sup> Based on the current rate of \$63.61 per hour, the annual budget of \$36 million provides for 565,949 hours to an estimated 1,100 clients.

Expenditures over the four-year grant term would be funded approximately 51 percent by Federal funds, 19 percent by State funds and 30 percent by the City's General Fund.

<sup>9</sup> Under the existing Homebridge grant, the indirect cost is 10 percent. HSA states that the department's policy on indirect cost allows community-based organizations to submit an indirect rate up to 15 percent, and Homebridge submitted a proposal with a 15 percent indirect rate. According to HSA, although Homebridge included the 15 percent indirect rate, the grant is reimbursed at a client served hourly rate which includes all costs associated to the program.

<sup>10</sup> HSA states that DJ Cleaning Service LLC will be providing specialized heavy cleaning services and was selected by Homebridge, who conducted outreach to vendors and evaluated rates, availability and responsiveness/communication to determine the best candidate.

<sup>11</sup> According to HSA, HSH is launching a new shelter program, "Jerrold Commons" in the Bayview neighborhood in April 2025, which will consist of several beds, RV spaces, and small cabins with ADA accessibility. HSA states that Homebridge will play a role in the shelter program by dispatching trained health care providers and case managers to address complex medical, psychosocial and behavioral health needs of IHSS eligible shelter recipients.

**Maintenance of Effort**

As shown in Exhibit 4 above, the City's General Fund makes up \$43.2 million or 30 percent of Homebridge's proposed new grant funding of \$144 million. The City's General Fund share of IHSS program costs (costs not funded by the federal Medicaid program), including Homebridge grant costs, is determined by the State. Counties pay a base amount (Maintenance of Effort), which was initially set by the State in FY 2012-13 and increased annually. In FY 2019-20, the State reduced the counties' Maintenance of Effort, including setting a lower base and reducing annual increases.

The Maintenance of Effort is fully funded locally and covers both Independent Provider mode IHSS, as well as Contract Mode IHSS services. According to HSA, the City's annual Maintenance of Effort obligation is primarily driven by three factors: 1) mandated four-percent inflation adjustment applied annually to the Maintenance of Effort base; 2) local share of locally negotiated increases to Independent Provider wages and benefits and 3) increases to the hourly rate paid for Contract Mode IHSS services. Counties are unable to reduce the Maintenance of Effort obligation by lowering service rates paid to providers, as rates are reviewed and approved by the State. According to HSA, the City's Maintenance of Effort obligation is projected to be \$178.9 million in FY 2024-25 and \$191.1 million in FY 2025-26.

**RECOMMENDATION**

Approve the proposed resolutions.

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

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**HOMEBRIDGE, INC.**

---

**THIS GRANT AGREEMENT** (“Agreement”) is made as of       , 2025, in the City and County of San Francisco, State of California, by and between **Homebridge, Inc., 1035 Market Street, Suite 100, San Francisco, CA 94103** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **Department of Disability and Aging Services** (“Department”),

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through **RFP 1151-IHSS Contract Mode issued on December 17, 2024** 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:

**To provide In-Home Supportive Services (IHSS) to eligible IHSS recipients who have difficulty with managing their in-home care, including the hiring and supervision of an in-home care provider; and**

**WHEREAS**, the City’s Board of Supervisors approved this Agreement by Resolution Number #\_\_\_\_\_ on \_\_\_\_\_; and

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

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

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

## **ARTICLE 1 DEFINITIONS**

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

- (a) **“ADA”** shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) **“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.
- (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 B.
- (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 and B.
- (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 Non-Appropriation 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 **7/1/2025** and expire on **6/30/2029**, 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 Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in

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

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

**4.5 Publications and Work Product.**

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities

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

- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

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

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

The amount of the Grant Funds disbursed hereunder shall not exceed **One Hundred Forty-Four Million Dollars (\$144,000,000)** for the period **from July 1, 2025 to June 30, 2029, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Fourteen Million, Four Hundred Thousand Dollars (\$14,400,000)** may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **One Hundred Fifty Eight Million, Four Hundred Thousand Dollars (\$158,400,000)** for the period from **July 1, 2025 to June 30, 2029.**

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**.

**5.4 State or Federal Funds**

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix **G and H**.
- (c) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501.

**5.5 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.

**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

- 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
  - (b) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees.
  - (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- 10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that

includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

## **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 submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

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

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

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

## **ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS**

- 12.1 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.

## **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: Min Change  
Executive Director  
Homebridge, Inc.  
1035 Market Street, Suite 100  
San Francisco, CA 94103  
Attn: Mark Burns  
Email: [mburns@homebridgeca.org](mailto:mburns@homebridgeca.org)

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

## **ARTICLE 16 COMPLIANCE**

**16.1 Reserved.**

**16.2 Nondiscrimination Requirements.**

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

**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 Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation



required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <https://www.sf.gov/information/minimum-compensation-ordinance>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

- 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) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, 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 Article 142.
- (b) The requirements of Article 142 shall only apply to a Grantee’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. Article 142 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.**

#### **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 Additional Requirements for Federally-Funded Awards**

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

#### **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.

### **ARTICLE 17 MISCELLANEOUS**

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

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

- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:  
**Appendix A, Services to be Provided**  
**Appendix B, Budget**  
**Appendix C, Method of Payment**  
**Appendix D, Interests in Other City Grants**  
**Appendix E, Permitted Subgrantees**  
**Appendix F, Confidentiality and Privacy of Participant Information**  
**Appendix G, Federal Award Information**  
**Appendix H, Federal Requirements for Subcontractors**
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or

equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

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

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
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.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

**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.

**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.

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

**CITY**

**GRANTEE:**

DEPARTMENT OF DISABILITY AND AGING

**HOMEBRIDGE, INC.**

By: \_\_\_\_\_  
Kelly Dearman  
Executive Director  
Department of Disability and Aging Services

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

**Approved as to Form:**

David Chiu  
City Attorney

Print Name: Min Chang  
Title: Executive Director  
Address: 1035 Market Street, Suite 100  
City, State ZIP: San Francisco, CA 94103

Phone: 415-659-5319

By: \_\_\_\_\_  
Glenn Levy  
Deputy City Attorney

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



**Appendix A– Services to be Provided**  
**Homebridge**  
**In-Home Supportive Services - Contract Mode**  
**Effective July 1, 2025 – June 30, 2029**

**I. Purpose of Grant**

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

**II. Definitions**

BFS	Department of Benefits and Family Support
DAS	Department of Disability and Aging Services
SFHSA	San Francisco Human Services Agency
City	City and County of San Francisco
CMIPS II	Case Management, Information and Payrolling System II
HSA	Human Services Agency of the City and County of San Francisco
Medi-Cal	Medi-Cal provides free or low-cost health insurance for eligible individuals and comes with a range of health benefits and services, including IHSS.
IHSS	In-home Supportive Services
Independent Provider/IP	The eligible and approved individual who delivers the IHSS tasks authorized by the referring DAS Social Worker to the recipient.
Home Care Provider	The individual employed and supervised by the Contract Mode Provider who delivers the IHSS tasks authorized by the referring DAS Social Worker to the recipient.
Intensive Supervision	Frequent contact and support to both IHSS recipient and home care providers in order to overcome barriers to service delivery
OSHA	California Occupational Safety and Health Administrations
Recipient	A person determined eligible, by DAS, for IHSS. To be eligible, recipients must be living in their own homes within the boundaries of the City and must meet one of the following conditions: a. Currently receive Full-Scope Medi-Cal

	b. Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1
Registry IP	An Independent Provider who is listed in the Registry database.
Public Authority	The agency that helps recipients find providers, investigates the background of providers and serves as the employer of record for collective bargaining. The SF IHSS Public Authority also provides Back-up Provider Services (BUPS) for IHSS recipients.

### III. Target Population

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

1. Persons with low income
2. Persons who are socially isolated
3. Persons with limited English-speaking proficiency
4. Persons from communities of color or communities that have historically been under-served
5. Members of the LGBTQIA+ community
6. Persons at risk of institutionalization

### IV. Eligibility for Services

- A. To be eligible for IHSS, recipients must reside either in their own homes, SRO hotels, shelters, public or senior housing within the boundaries of San Francisco County, and must meet the following conditions:
  1. Currently receive Full-Scope Medi-Cal
  2. Receive approval from a Licensed Health Care Professional to receive IHSS through IHSS Health Certification Form SOC 873, per Welfare and Institutions Code section 12309.1
- B. Eligible IHSS clients must meet all of the following criteria to be considered for referral to Contract Mode:
  1. Willing to accept Contract Mode Services after 3 good faith efforts to engage in services are made by Contract Mode;
  2. Without stable home care services, is at risk for premature institutionalization, eviction and/or health and safety issues;
  3. No other stable support system is in place to adequately provide home care needs or provide consistent assistance to successfully maintain an IP; and
  4. Has not terminated from Contract Mode services in the past 6 months or less due to egregious behavior or lack of engagement.

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

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

## **V. Description of Services**

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

1. Serve approximately 625,000 hours annually to approximately 1,100 clients at any given time.
2. Ensure a minimum availability of shifts, 7am to 7pm, 7-days a week including holidays, of quality, trauma-informed and culturally and linguistically appropriate in-home care for complexly diagnosed eligible older adults and adults with disabilities to remain safely in their own homes; and
3. Provide and schedule skilled home care providers for recipients who are unable to hire or supervise their own IPs, or who have additional capacity and service issues; and
4. Provide intensive supervision and training to home care providers to ensure the delivery of safe, person-centered and effective domestic, personal, paramedical, and protective supervision services; and
5. Provide service coordination and barrier removal services to recipients to maximize recipients' engagement in IHSS services; and
6. Troubleshoot barriers to service and/or recipient-specific challenges that could result in termination of services; and
7. Coordinate/communicate the need for wrap-around case management services and/or referrals for recipients determined to need additional supports outside of IHSS; and

8. Collaborate with DAS to develop effective and timely resolutions to problems that arise in the delivery of IHSS to recipients; and
9. Ensure accessibility of all recipient care plans to all staff providing service to that recipient; and
10. Communicate updates related to recipient care plans to IHSS Social Workers; and
11. Provide timely and quality IHSS to recipients as authorized by DAS IHSS Social Workers; and
12. Provide staffing ratios that are appropriate to serve referred clients and that meet the established per hour rate established with DAS.

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

1. Accept and process new recipient referrals from DAS Social Workers ensuring IHSS services begin within 5 business days of referral or within 24-hours when the referral is deemed “emergency”;
2. Possess a streamlined process to create regular schedules with recipients that meet their care needs (as authorized by IHSS), communicating changes to recipients in a timely manner and ensuring back-up coverage when requested and needed.
3. Coordinate with DAS Social Workers and staff to ensure authorized hours are accurate and to troubleshoot barriers to service.
4. Provide regular supervisory visits to recipients to ensure recipient safety and satisfaction with services and to effectively trouble-shoot provider issues;
5. Provide initial and on-going training to home care providers:
  - a) Basic Provider Training consists of courses aiming to help home care providers master key areas of domestic and personal care. Topics to be included must contain at least the following: emergency preparedness, infection and exposure control, food and medication interaction, food safety and sanitation, home safety, OSHA requirements, rights and responsibilities, CPR and First Aid, personal care and home care standards.
  - b) Advanced Provider Training consists of courses that focus on specific areas providers may need to learn more about such as nutrition, fall prevention, using durable medical equipment, mental illness and substance abuse in recipients, de-escalation, and addressing managing recipient-specific challenges that could result in termination of services. This training may also occur in the field to assist home care

providers to perform complex personal care (transfers, hoist lift, etc.) and paramedical tasks.

- c) The Grantee shall maintain records of all home care provider's skill assessments and specific training provided to meet minimum standards of competency.
6. Provide IHSS services to recipients in accordance with mutually developed schedules with recipients. IHSS services are limited to the following:
- a) Domestic services, which includes: Sweeping, vacuuming, washing and waxing the floor surfaces; Washing kitchen counters and sinks; Cleaning the bathroom; Storing food and supplies; Taking out garbage; Dusting and tidying up; Cleaning oven and stove; Cleaning and defrosting refrigerator; Bringing in fuel for heating or cooking purposes from a fuel bin in the yard; Changing bed linen; and Miscellaneous domestic services such as changing light bulbs.
  - b) Heavy cleaning which involves thorough cleaning of the home to remove hazardous debris or dirt. The City shall have the authority to authorize this service, only at the time IHSS is initially granted, to enable the provider to perform continuous maintenance, or, if a lapse in eligibility occurs, eligibility is reestablished and IHSS services have not been provided within the previous 12 months. The City shall have the authority to authorize this service should the recipient's living conditions result in a substantial threat to his/her health/safety. Such service may also be authorized when a recipient is at risk of eviction for failure to prepare his/her home or abode for fumigation as required by statute or ordinance.
  - c) Related services include: Planning of meals; Preparation of meals includes such tasks as washing vegetables, trimming meat, cooking, setting the table, servicing the meal, cutting the food into bite-size pieces; Meal cleanup including washing, drying, and putting away dishes, pots, utensils and culinary appliances; Routine mending, laundry, ironing, folding, and storing clothes on shelves or in drawers; Reasonable food shopping and other shopping/errands limited to the nearest available stores or other facilities consistent with the recipient's economy and needs;
  - d) Non-medical personal services limited to:
    - i. Bowel and bladder care such as assistance with enemas, emptying of catheter or ostomy bags, assistance with bed pans, application of diapers, changing rubber sheets, assistance with getting on and off commode or toilet;
    - ii. Respiration limited to nonmedical services such as assistance with self-administration of oxygen and cleaning of intermittent positive pressure breathing (IPPB) machines;

- iii. Consumption of nutrition consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves;
  - iv. Routine bed baths;
  - v. Bathing, oral hygiene, grooming;
  - vi. Dressing;
  - vii. Rubbing of skin to promote circulation, turning in bed and other types of repositioning, assistance on and off the seats and wheelchairs, or into or out of vehicles, and range of motion exercises, which shall be limited to the following:
    - 1) General supervision of exercises, which have been taught to the recipient by a licensed therapist or other health care professional to restore mobility restricted because of injury, disuse or disease.
    - 2) Maintenance therapy when the specialized knowledge and judgment of a qualified therapist is not required and the exercises are consistent with the patient's capacity and tolerance. Such exercises shall include the carrying out of maintenance programs; i.e., the performance of the repetitive exercises required to maintain function, improve gait, maintain strength, or endurance; passive exercises to maintain range of motion in paralyzed extremities; and assistive walking.
  - viii. Moving into and out of bed;
  - ix. Care of and assistance with prosthetic devices and assistance with self-administration of medications. Assistance with self-administration of medications consists of reminding the recipient to take prescribed and/or over-the-counter medications when they are to be taken and setting up medications;
  - x. Routine menstrual care limited to application of sanitary napkins and external cleaning;
  - xi. Ambulation consisting of assisting the recipient with walking or moving the recipient from place to place.
- e) Accompaniment services when the recipient's presence is required at the appointment and assistance is necessary to accomplish the appointment are limited to:
- i. Accompaniment to and from appointments with physicians, dentists and other health practitioners;
  - ii. Accompaniment necessary for fitting health related appliances/devices and special clothing;
  - iii. Accompaniment to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.

- f) Yard hazard abatement, which is light work in the yard, may be authorized for:
  - i. Removal of high grass or weeds and rubbish when this constitutes a fire hazard;
  - ii. Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous.
  
- g) Protective supervision consisting of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.
  - i. This service is available for monitoring the behavior of non-self-directing, confused, mentally impaired, or mentally ill persons with the following exceptions:
    - 1) Protective supervision does not include friendly visiting or other social activities;
    - 2) Supervision is not available when the need is caused by a medical condition and the form of the supervision required is medical;
    - 3) Supervision is not available in anticipation of a medical emergency;
    - 4) Supervision is not available to prevent or control antisocial or aggressive recipient behavior.
  - ii. Protective supervision is available under the following conditions:
    - 1) County IHSS staff has determined that a 24-hour need exists for protective supervision and that the recipient can remain at home safely if protective supervision is provided; and
    - 2) Services staff determines that the entire 24-hour need for protective supervision can be met through any of the following or combination of the following:
      - a. In-Home Supportive Services; and
      - b. Alternative resources; and
      - c. A reassurance phone service when feasible and appropriate.
  - iii. Feasibility and appropriateness will be determined exclusively by the County IHSS staff.  
 Eligibility for protective supervision MUST be approved by San Francisco County.  
 Discretion of the Grantee is not allowed.
  
- h) Teaching and demonstration services are provided by IHSS providers to enable recipients to perform for themselves, services which they

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

- i. This service shall be provided by persons who have successfully completed at least an appropriate number of hours of training, as approved by the Agency and as evidenced by a valid certificate;
  - ii. This service shall only be provided when the provider has the ability to do so effectively and safely.
- i) Paramedical services are provided under the following conditions and shall have the following characteristics:
  - i. The activities, which persons would normally perform for themselves but for their functional limitations;
  - ii. The activities, which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
    - 1) The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The recipient shall select the licensed healthcare professional;
    - 2) The services shall be provided under the direction of the licensed health care professional;
    - 3) The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.
- j) IHSS in the Workplace will be provided according to AB 925, which amended Welfare and Institutions Code (WIC) section 12300 and added WIC section 14132.955.
  - i. IHSS recipients are allowed to transfer service hours authorized for use in the recipient's home to a workplace in order to enable the recipients to obtain, retain, or return to work. The IHSS recipients are not allowed additional service hours in the workplace beyond those authorized for the home.
  - ii. The COUNTY will designate which, if any, of the authorized services are to be provided in a recipient's workplace.

## **VI. Outcome Objectives**

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



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

## **VII. Reporting and Other Requirements**

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

### **A. Annual Reporting Requirements:**

1. A Contract Mode Quality Assurance Plan and Report that details annual findings from the ongoing comprehensive quality assurance activities designed to objectively and systematically monitor the quality of IHSS provided to recipients. The report must include proposals for addressing any areas in which Grantee/or did not meet its own standards for the coming year.
2. A Recipient Satisfaction Survey report, including at least the measurements stated in Section V, Outcome Objectives.
3. A Skill Development Training Plan including curriculum and training goals.

4. A Skill Development Training Annual Report that describes training provided and results of identified goals.
5. Grantee shall develop and deliver an annual summary report of SOGI data collected in the year as required by state and local law. The due date for submitting the annual summary report is July 10th.

**B. Quarterly Reporting Requirements:**

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

**C. Monthly Reporting Requirements:**

1. Monthly reporting will include: 1) Total costs incurred for the provision of services, and 2) a wide range of program information. The following is a list of the information to be reported on a monthly basis. Reports must be submitted via both email and in a format provided by HSA.
  - a) Hours Authorized
  - b) Hours Served
  - c) Client Requested Hours
  - d) Hours cancelled and/or locked out (client no show or refusal)
  - e) Percentage of authorized hours served
  - f) Number of recipients served
  - g) Heavy Cleanings Performed / Heavy Cleaning Referral Updates
  - h) Overserved hours
  - i) Additional service hours available for following month (capacity)
  - j) Home Care Provider: Total, serving and broken down by tiers
  - k) Share of Cost
  - l) Identified items in CMIPS requiring joint corrective action.
2. Grantee will provide Ad Hoc reports as required by the Department. All required reports must be loaded into HSA's Contracts Administration, Reporting, and Billing Online (CARBON) system.

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

[Tara.Alvarez@sfgov.org](mailto:Tara.Alvarez@sfgov.org)

Senior Administrative Analyst,  
Office of Contract Management

or

[Michael.Powell@sfgov.org](mailto:Michael.Powell@sfgov.org)

Program Support Analyst

DAS In-home Supportive Services Program

and/or

[Shannon.Morgan@sfgov.org](mailto:Shannon.Morgan@sfgov.org)

Program Director

DAS In-home Supportive Services Program

D. Electronic Visit Verification:

Grantee shall comply with the Electronic Visit Verification (EVV) federal statutory requirements pursuant to Subsection 1 of Section 1903 of the Social Security Act (42 U.S.C. 1396b) by ensuring the EVV system verifies for all providers: type of service performed; individual receiving the services; date of service; location of service delivery; individual providing services; and times the service begins and ends.

E. SF HAS Mandatory Training and Meeting Requirements:

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

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

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

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

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

F. Quality Assurance Requirements:

1. Grantee must develop an annual written Quality Assurance Program with clearly defined goals, measurements, mechanisms and frequencies of monitoring each year. Grantee will report on this plan annually as stated above. The Quality Assurance Program must include at a minimum, standards for the following service delivery elements:
  - a) Rate of turnover of primary Home Care Provider for recipients
  - b) Home Care Provider training
  - c) Number of Supervisory visits with recipients per year
  - d) Rate of ability to match language and cultural needs of recipients
  - e) Number of monthly/annual terminated services and reasons for the discontinuations
  - f) Number of monthly/annual service holds due to recipient refusal of service and lock-outs.
2. Grantee must develop and implement a Policy and Procedures manual that includes selection protocol and oversight of home care providers to ensure that the home care providers selected are competent in performing IHSS tasks according to the State mandates. The manual must also include procedures for working with recipients who refuse services, are violent, verbally aggressive, or threatening towards home care providers/leadership staff, lack impulse control, and who live in dangerous environments. The manual must include the procedure and steps to be taken prior to the termination of an IHSS recipient for any reason, This must include the process of collaborating with community partners and DAS IHSS to resolve potential service barriers prior to a decision to suspend or terminate services (e.g., case conference, multi-disciplinary team meeting). The manual must also include clear procedures for communication between the Grantee and DAS IHSS regarding any pause in recipient services. This manual is to be shared with the County annually. The Grantee must forward any changes in the Policy and Procedures manual to the County.
3. Grantee must develop and implement a recruitment program that clearly defines short and long term goals in recruiting qualified providers that will meet the needs of a diverse and at-risk population.
4. Grantee must develop and implement a Grievance Policy and Procedure following HSA policies and listing required steps for a timely communication to HSA of all grievances filed, actions taken to resolve the grievances, the results, and the follow up plans, within a maximum of 30 days of grievances filed by recipients.
5. Grantee must develop and implement a clearly defined Utilization Management (UM) structure and processes including data collection mechanism, data analysis, executive summary, follow up action plans, and responsible individuals for tracking service hours. The analysis must be conducted on a quarterly basis and, at a minimum, include the trend of

service utilization, rationale of underutilization, and projection of future utilization.

6. Grantee must develop and implement a written Confidentiality Program that complies with HIPAA and other SF City and HSA confidentiality requirements and describe in detail how the confidentiality of recipient information is maintained.
7. Grantee will develop and implement a Recipient Satisfaction Survey instrument to measure the quality of care received by the recipients on an annual basis. The instrument must be provided in the language spoken by the recipients and include indicators described in Section VI, Outcome Objectives.
8. Grantee will develop and implement a Home Care Provider Evaluations instrument to annually measure the performance of the providers.
9. Grantee will develop and implement student evaluations for all Skill Development Training courses. The results of these evaluations will be compiled and included in the annual Skill Development Training Report.
10. Grantee will develop Post Training Support Goals annually, and develop methods to monitor progress towards these goals on a regular basis. Progress towards these goals will be compiled and included in the annual Skill Development Training Report.

**G. Personal Care Services Program and IHSS Plus Waiver Enrollment:**

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

**VIII. Monitoring Activities**

A. Program Monitoring:

Program monitoring will include review of specific program standards or requirements as outlined above; back-up documentation for reporting progress towards meeting service and outcome objectives; internal policies and procedures; personnel files for homecare providers; training standards and requirements; and records maintenance.

B. Fiscal Compliance and Grant Monitoring:

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

**HUMAN SERVICES AGENCY BUDGET SUMMARY  
BY PROGRAM**

<b>Grantee:</b> Homebridge, Inc				<b>Full Term:</b>	7/1/25 - 6/30/29
<b>Program:</b> IHSS Contract Mode				<b>Effective Date:</b>	
New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Revision <input type="checkbox"/> Check One <input type="checkbox"/>				<b>Modification #</b>	
	<b>7/1/25 - 6/30/26</b>	<b>7/1/26 - 6/30/27</b>	<b>7/1/27 - 6/30/28</b>	<b>7/1/28 - 6/30/29</b>	<b>7/1/25 - 6/30/29</b>
<b>Expenses</b>	<b>Original</b>	<b>Original</b>	<b>Original</b>	<b>Original</b>	<b>Total</b>
Salaries & Benefits	\$28,955,230	\$28,955,230	\$28,955,230	\$28,955,230	\$115,820,920
Operating-Direct	\$1,712,160	\$1,712,160	\$1,712,160	\$1,712,160	\$6,848,640
<b>Subtotal</b>	<b>\$30,667,390</b>	<b>\$30,667,390</b>	<b>\$30,667,390</b>	<b>\$30,667,390</b>	<b>\$122,669,560</b>
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Costs (Line 16 X Line 15)	\$4,600,109	\$4,600,109	\$4,600,109	\$4,600,109	\$18,400,436
Consultant/Subcontractor (\$25,000+)	\$732,501	\$732,501	\$732,501	\$732,501	\$2,930,004
Direct Client Pass-Through					
Capital Expenses					
<b>Total Expenses</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$144,000,000</b>
<b>HSA / DAS Revenues</b>					
DAS Revenues *	\$36,000,000	\$36,000,000	\$36,000,000	\$36,000,000	\$144,000,000
<b>Total HSA / DAS Revenues</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$144,000,000</b>
<b>Grantee Revenues</b>					
<b>Total Grantee Revenues</b>					
<b>Total Revenues</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$144,000,000</b>
<b>Prepared by and Date:</b> Shantel Weingand (CFO) on January 10, 2025					
<b>Telephone No. &amp; Email:</b> 415-314-5274, sweingand@homebridgeca.org					
<b>HSA Budget Form (3/24)</b>					

Salaries & Benefits Detail

POSITION TITLE	Agency Totals		HSA Program		7/1/25 - 6/30/26		Agency Totals		HSA Program		7/1/26 - 6/30/27		Agency Totals		HSA Program		7/1/27 - 6/30/28		Agency Totals		HSA Program		7/1/28 - 6/30/29		7/1/25 - 6/30/29	
	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Total
Home Care Provider I	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$47,840	139.00	100%	139.00	\$6,649,760	\$26,599,040
Home Care Provider II	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$54,080	106.00	100%	106.00	\$5,732,480	\$22,929,920
Home Care Provider III	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$56,160	134.00	100%	134.00	\$7,525,440	\$30,101,760
Home Care Provider III On Call	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$58,240	8.00	100%	8.00	\$465,920	\$1,863,680
Home Care Provider IV-CNA	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$58,240	2.00	100%	2.00	\$116,480	\$465,920
Senior Director of Program Operations	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$190,034	1.00	50%	0.50	\$95,017	\$380,068
Manager, Care Teams	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$83,434	4.00	40%	1.60	\$133,494	\$533,976
Manager, Support and Scheduling	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$91,884	1.00	70%	0.70	\$64,319	\$257,276
Nurse Case Manager	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$105,040	1.00	50%	0.50	\$52,520	\$210,080
Program Analyst	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$65,770	1.00	50%	0.50	\$32,885	\$131,540
Program Coordinator	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$73,915	1.00	100%	1.00	\$73,915	\$295,660
Quality Assurance and Improvement Specialist	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$83,486	1.00	50%	0.50	\$41,743	\$166,972
Senior Manager, Program Delivery	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$108,810	1.00	70%	0.70	\$76,167	\$304,668
Senior Manager, Program Operations	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$102,830	1.00	100%	1.00	\$102,830	\$411,320
Senior Program Analyst	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$77,454	1.00	50%	0.50	\$38,727	\$154,908
Specialized Trainer	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$63,814	2.00	50%	1.00	\$63,814	\$255,256
Support and Scheduling Representative	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$64,490	7.00	50%	3.50	\$225,715	\$902,860
Care Supervisor	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$67,140	31.00	38%	11.65	\$782,028	\$3,128,112
				-					-					-					-					-		
				-					-					-					-					-		
TOTALS	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$1,452,661	442.00	1268%	412.65	\$22,273,254	\$89,093,016
FRINGE BENEFIT RATE	30%								30%					30%					30%						30%	
EMPLOYEE FRINGE BENEFITS					\$6,681,976					\$6,681,976					\$6,681,976					\$6,681,976					\$6,681,976	\$26,727,904
TOTAL SALARIES & BENEFITS					\$28,955,230					\$28,955,230					\$28,955,230					\$28,955,230					\$28,955,230	\$115,820,920

HSA Budget Form (3/24)



Operating Expenses Detail

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/25 - 6/30/29 Total
<b>Expenditure Category</b>					
Rental of Property	\$340,827	\$340,827	\$340,827	\$340,827	\$1,363,308
Utilities(Elec, Water, Gas, Phone, Garbage)	\$32,216	\$32,216	\$32,216	\$32,216	\$128,864
Office Supplies, Postage	\$17,237	\$17,237	\$17,237	\$17,237	\$68,948
Building Maintenance Supplies and Repair	\$25,024	\$25,024	\$25,024	\$25,024	\$100,096
Printing and Reproduction	\$4,692	\$4,692	\$4,692	\$4,692	\$18,768
Insurance	\$63,403	\$63,403	\$63,403	\$63,403	\$253,612
Staff Training	\$5,364	\$5,364	\$5,364	\$5,364	\$21,456
Staff Travel-(Local & Out of Town)					
Rental of Equipment					
<b>Consulting/Professional Services</b>					
Consultant A (first \$25k; anything over on next tab)					
Subcontractor A (first \$25k; anything over on next tab)					
<b>Other</b>					
Technology Equip and Peripherals	\$38,994	\$38,994	\$38,994	\$38,994	\$155,976
Software	\$11,598	\$11,598	\$11,598	\$11,598	\$46,392
Licenses & Subscriptions	\$54,055	\$54,055	\$54,055	\$54,055	\$216,220
Payroll & HR System	\$79,657	\$79,657	\$79,657	\$79,657	\$318,628
Hiring Expenses	\$24,634	\$24,634	\$24,634	\$24,634	\$98,536
Recruiting Expenses	\$5,200	\$5,200	\$5,200	\$5,200	\$20,800
Staff Events	\$6,452	\$6,452	\$6,452	\$6,452	\$25,808
Training	\$1,694	\$1,694	\$1,694	\$1,694	\$6,776
Staff Meetings	\$15,221	\$15,221	\$15,221	\$15,221	\$60,884
Caregiver Travel	\$150,122	\$150,122	\$150,122	\$150,122	\$600,488
Postage	\$1,532	\$1,532	\$1,532	\$1,532	\$6,128
Printing	\$2,671	\$2,671	\$2,671	\$2,671	\$10,684
Supplies	\$3,164	\$3,164	\$3,164	\$3,164	\$12,656
Caregiver Supplies	\$274,328	\$274,328	\$274,328	\$274,328	\$1,097,312
Technology Equip and Peripherals	\$22,500	\$22,500	\$22,500	\$22,500	\$90,000
Software	\$208,724	\$208,724	\$208,724	\$208,724	\$834,896
Telephone/Field Technology	\$322,851	\$322,851	\$322,851	\$322,851	\$1,291,404
<b>Total Operating Expense</b>	<b>\$1,712,160</b>	<b>\$1,712,160</b>	<b>\$1,712,160</b>	<b>\$1,712,160</b>	<b>\$6,848,640</b>

HSA Budget Form (3/24)

Subcontractors-Pass Thru

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/25 - 6/30/29 Total
<b>Subcontractor</b>					
Subcontractor -DJ Cleaning for Heavy Cleaning	\$732,501	\$732,501	\$732,501	\$732,501	\$2,930,004
<b>Total Subcontractor</b>	\$732,501	\$732,501	\$732,501	\$732,501	\$2,930,004
<b>Direct Client Pass-Through</b>					
<b>Total Direct Client Pass-Through</b>					

HSA Budget Form (3/24)

## Appendix C – Method of Payment

- I. In accordance with Article 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 5.1, Maximum Amount of Grant Funds.
- 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: <https://sf.gov/get-paid-your-vendor-services>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. 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:
    - Budgeted amount (per approved grant budget or modification)
    - Expenses for invoice period
    - Expenses year-to-date
    - % of budget expended
    - Remaining balance
    - Adjustments, including advance payment recovery
    - Program income when specified in the 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.

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 \$10,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to Capital Expenses, Equipment over \$10,000, Direct Client Pass-Thru Funds, or Subcontractor Expenses over \$25,000.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: CFDA or other Identification #93.778:

1. Department of Health and Human Services \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 30 calendar days after receipt of the invoice.
- VII. Within 45 days after the end of the 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:

- A. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
  - B. The 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.
  - C. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, 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 &amp; Program Name (list each grant separately)</b>	<b>Grant Term Dates</b>	<b>Grant Amount</b>
SF Department of Disability and Aging Services – Case Management	July 2023 – June 2027	\$516,656

## **Appendix E – Permitted Subcontractors**

DJ Cleaning for Heavy Cleaning

## Appendix F – Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains in the course of providing services under this Agreement:
  - 1.1. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about each program participant: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
  - 1.2. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above. This assessment should include consideration of all of the following:
    - 1.2.1. How such information is protected;
    - 1.2.2. How use of such information is limited to appropriate purposes;
    - 1.2.3. How such information is stored, including how computer systems are encrypted, how cloud storage or other online services are used, and whether it is stored in data center locations outside the United States of America;
    - 1.2.4. How Grantee's employees, agents, or subcontractors are allowed to use and share such information;
    - 1.2.5. What rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
    - 1.2.6. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
    - 1.2.7. How a participant is allowed to access information held by Grantee about that participant.
  - 1.3. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require the notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee



must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify the City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of the City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

San Francisco Human Services Agency Privacy Office: [HSAPrivacyOffice@sfgov.org](mailto:HSAPrivacyOffice@sfgov.org)

Information Security Office: [HSA.IT.Information.Security@sfgov.org](mailto:HSA.IT.Information.Security@sfgov.org)

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

	E	F	G	H	I	J	K	L	M	N	O	P
	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?
8												
106	IHSS Contract Mode including Provider Skills and Development	93.778	Medical Assistance Program (MAP)	Medi-Cal	Department of Health and Human Services							

## Appendix H

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

#### I. Definitions

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

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

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

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

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

#### II. Federal Changes

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

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

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

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

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

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

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

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

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

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

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

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

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

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

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

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

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

- i. Contractor and Third Party Contractors can meet this requirement with lower level contractors by requiring they sign a certification to its effect and/or including such a clause in their contracts/agreements with the lower level contractors. It is also required to check those contractors' status at the System for Award Management (SAM) at [www.sam.gov](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.

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

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

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

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

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

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

**XII. Incorporation of Uniform Administrative Requirements**

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.
- B. Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.
- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
  - ii. US Department of Housing and Urban Development: (no exceptions or additions)
  - iii. US Department of Education: (no exceptions).
  - iv. US Department of Agriculture: 2 CFR Part 400

**XIII. Inclusion of Federal Requirements in Third Party Subcontracts**

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



## 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 #: 250224

Bid/RFP #: 1151

### 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>
Tahir Shaikh	415-557-6085
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
045 Human Services Agency	tahir.shaikh@sfgov.org



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Homebridge	<b>TELEPHONE NUMBER</b> (415) 314-5274
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1035 Market Street, 100 San Francisco CA 94103	<b>EMAIL</b> sweingand@homebridge.org

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 1151	<b>FILE NUMBER (If applicable)</b> 250224
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$158,400,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> <p>The purpose of this grant is to provide in-home supportive services to eligible IHSS recipients who have difficulty with managing their in-home care, including the hiring and supervision of an in-home care provider.</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Altman	Maya	Board of Directors
2	Pitt	Jessica	Board of Directors
3	Chodos	Anna	Board of Directors
4	Sedlander	John	Board of Directors
5	Chen	Lisa	Board of Directors
6	Guina	Edward	Board of Directors
7	Brown	Jim	Board of Directors
8	Hayes	Michaela	Board of Directors
9	Dietzen	Cathy	Board of Directors
10	Semere	wagahta	Board of Directors
11	Rosenberg	Emily	Board of Directors
12	Bermudo	Luarnie	Board of Directors
13	Chang	Min	CEO
14	Weingand	Shantel	CFO
15	Shanahan	Meghan	Other Principal Officer
16			
17			
18			
19			

# **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
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

### 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
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ 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>  BOS Clerk of the Board	<b>DATE SIGNED</b>
---	--------------------



SAN FRANCISCO  
HUMAN SERVICES AGENCY

March 10, 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

RE: Proposed Resolution for the grant agreement with Homebridge, Inc. for the Provision of In-Home Supportive Services (IHSS) Contract Mode Grant

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the grant agreement between the City and County of San Francisco and Homebridge, Inc. for an amount not to exceed \$158,400,000 for the period from July 1, 2025 to June 30, 2029.

The purpose of this agreement is to provide grant funding for Homebridge, Inc. for the provision of high quality in-home care to In-Home Supportive Services (IHSS) recipients who are unable to hire or supervise their own home care. IHSS is a state Medi-Cal program that supports older adults and adults with disabilities to live safely in their own homes and avoid placement in a long-term care facility. Note that concurrent with this item we are also submitting an amendment to the current agreement with Homebridge, Inc. for the period ending with FY24/25.

Because the contract is over \$10,000,000, the Department is requesting approval from the Board of Supervisors in accordance with the Section 9.118 of the Charter.

If you need additional information, please contact Tahir Shaikh, Contract Manager at [tahir.shaikh@sfgov.org](mailto:tahir.shaikh@sfgov.org).

Attached please find a copy of the proposed resolution and supporting documents. Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.



Thank you for your assistance.

Respectfully,

DocuSigned by:  
  
1848251CBC914C2...

3/10/2025

Kelly Dearman  
Executive Director  
Department of Disability and Aging Services

Enclosures