

File No. 220316

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 27, 2022

Board of Supervisors Meeting Date _____

Cmte Board

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| <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 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 |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Appendix A – Services to be Provided |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Appendix B – Budget (PA Admin/ Health/ Dental) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Appendix B(a) – Budget (Fingerprinting Project) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Appendix B(b) – Budget (Advisory Council) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Appendix B(c) – Budget (Mentorship Program (DPH) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | SF IHSS Public Authority Board of Directors Roster |
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Completed by: Brent Jalipa Date April 21, 2022

Completed by: Brent Jalipa Date _____

1 [Grant Agreement - San Francisco In-Home Supportive Services Public Authority -
2 Independent Provider Mode In-Home Supportive Services - Not to Exceed \$434,709,670]

3 **Resolution approving the grant between the City and County of San Francisco and San**
4 **Francisco In-Home Supportive Services Public Authority for the provision of**
5 **administration, health, and dental benefits to In-Home Supportive Services**
6 **Independent Providers for the period of July 1, 2022, through June 30, 2026, in the**
7 **amount not to exceed \$434,709,670.**

8
9 WHEREAS, The State of California, under Welfare and Institutions Code, Section
10 12300, mandates that all counties provide the In-Home Supportive Services (IHSS) Program,
11 which provides supportive services to eligible blind, aged, and disabled persons in order to
12 enable these individuals to remain safely in their homes; and

13 WHEREAS, The City and County of San Francisco, pursuant to California Welfare
14 Institutions Code, Section 12301.6, has created through Administrative Code Chapter 70, the
15 San Francisco In-Home Supportive Services Public Authority to provide for the delivery of In-
16 Home Supportive Services and to be the employer of record for the Independent Providers
17 (IP); and

18 WHEREAS, The City and County of San Francisco wishes to provide health and dental
19 benefits to the Independent Providers of IHSS; and

20 WHEREAS, The City and County of San Francisco also wishes to provide an IP
21 Registry, background investigations including providing LiveScan fingerprinting; a mentorship
22 program, a One Stop Resource Center, provide stipends to union stewards, and staff and
23 coordinate the IHSS Public Authority governing board; and

WHEREAS, The Department of Disability and Aging Services Commission approved the Independent Provider Mode In-Home Supportive Services grant to San Francisco In-Home Supportive Services Public Authority at its meeting on March 2, 2022; and

WHEREAS, Charter, Section 9.118(b), provides that agreements entered into by a department requiring expenditures exceeding ten million dollars shall be subject to approval by the Board of Supervisors; and

WHEREAS, The City and County of San Francisco, by and through its Human Services Agency, wishes to continue providing support to Independent Provider Mode In-Home Supportive Services to seniors and adults with disabilities within the City and County of San Francisco; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the grant agreement between the City and County of San Francisco and San Francisco In-Home Supportive Services Public Authority to provide the delivery of In-Home Supportive Services and to be the employer of record for the Independent Providers services to seniors and adults with disabilities during the period of July 1, 2022, through June 30, 2026, for a total not to exceed amount of \$434,709,670; and, be it

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

RECOMMENDED:

/s/

Human Services Agency

Executive Director

Item 6**File 22-0316****Department:**

Human Services Agency

EXECUTIVE SUMMARY**Legislative Objectives**

- The proposed resolution would approve a new grant agreement between HSA and the San Francisco IHSS Public Authority to replace the current grant agreement, which is scheduled to end in June 2022. The proposed new grant is for the period of July 1, 2022 through June 30, 2026, in an amount not to exceed \$434,709,670

Key Points

- In-Home Supportive Services (IHSS) is a federally-, state-, and locally-funded program administered by each county. IHSS provides funding for eligible low-income seniors (over the age of 65) and disabled persons to receive non-medical personal care and other household assistance in their home. IHSS service hours 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. According to HSA, there are currently approximately 24,500 IHSS clients, of which 2,500 clients (10 percent) were not connected to a provider as of March 2022.
- Grant services include program administration, health and dental benefits for IHSS providers, and other services to IHSS providers.
- The IHSS Public Authority is adding 1.0 Full-Time Equivalent (FTE) Recruitment Manager and 1.0 FTE Community Engagement Coordinator (for a total of 2.0 FTE Community Engagement Coordinators in the agency) to enhance recruitment of contract providers.

Fiscal Impact

- Total costs over the four-year term are \$434,709,670. Health and dental benefits constitute approximately \$376.5 million or 95 percent of the proposed grant amount. Salary and Benefits for IHSS Public Authority staff total \$13.1 million over the four-year term, including \$0.9 million for the 3.0 new FTEs to support recruitment efforts for the IHSS worker registry.
- The grant is funded by a combination of federal funding (50 percent), state funding (30 percent), and the City's General Fund (20 percent)

Recommendation

- Approve the proposed resolution.

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) is a federally-, state-, and locally-funded program administered by each county. IHSS provides funding for eligible low-income seniors (over the age of 65) and disabled persons to receive non-medical personal care and other household assistance in their home. IHSS care allows seniors and disabled persons to remain in their own homes and thereby avoid unnecessary and expensive hospitalization or institutionalization.

Each eligible IHSS client is allocated a specified number of monthly IHSS service hours based on an annual needs assessment conducted by the Human Services Agency's (HSA) Department of Disability and Aging Services (DAS). In San Francisco, IHSS service hours 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. According to HSA, there are currently approximately 24,500 IHSS clients, 95 percent of whom utilize the Independent Provider mode of service.¹

In May 1995, the Board of Supervisors established the San Francisco IHSS Public Authority per Administrative Code Chapter 70 as an independent public agency, pursuant to California Welfare and Institutions Code Section 12301.63, to be the designated public authority for the County of San Francisco to: (a) provide administrative and operations support services for IHSS Independent Providers and (b) administer health and dental benefits to IHSS Independent Providers. The IHSS Public Authority's administrative and operations support services include maintenance of an Independent Provider registry for clients who need help finding care providers, background investigations of new providers including fingerprinting, a mentorship program for providers, and other services.

In June 2019, the Board of Supervisors approved a grant agreement between HSA and the San Francisco IHSS Public Authority for the provision of administration, health, and dental benefits to

¹ The five percent of clients who do not utilize the Independent Provider mode receive services through Homebridge, which is currently San Francisco's contract mode provider. According to HSA, the Homebridge grant serves a higher need client while also providing both wages and benefits to IHSS providers. The Homebridge grant serves IHSS recipients who are unable to hire and supervise their own home care providers, as well as IHSS recipients who have behavioral health issues and/or cognitive impairment that create barriers to service delivery. The home care providers employed by Homebridge do not receive benefits from the IHSS Public Authority. Homebridge is responsible for providing health benefits to their employees in compliance with the Affordable Care Act and all other relevant laws.

IHSS Independent Providers from July 1, 2019 to June 30, 2022 in the amount of \$255,912,584 (File 19-0484).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new grant agreement between HSA and the San Francisco IHSS Public Authority to replace the current grant agreement, which is scheduled to end in June 2022. The proposed new grant is for the period of July 1, 2022 through June 30, 2026, in an amount not to exceed \$434,709,670.² Grant services include program administration, health and dental benefits, and other services to IHSS providers.

The IHSS Public Authority is the employer of record for Independent Providers in San Francisco for the purposes of union negotiations and is responsible for the administration of health and dental benefits for all eligible Independent Providers. In 2019, the IHSS Public Authority concluded the collective bargaining process with SEIU Local 2015. According to HSA, there are approximately 23,930 active Independent Providers in the City. Currently, 11,642 or 55 percent of eligible Independent Providers are enrolled in health benefits, and 8,982 or 46 percent of eligible Independent Providers are enrolled in dental benefits.³

The major service areas provided through the proposed grant with the IHSS Public Authority include the following:

- Providing and administering health and dental benefits for Independent Providers;
- Maintaining a home care worker registry;
- Participating in Independent Provider group orientation, conducting LiveScans and processing of criminal background checks of potential Independent Providers;
- Providing a Mentorship Program for IHSS consumers;
- Providing a One Stop Resource Center for IHSS recipients and Independent Providers, which includes trainings for IHSS recipients and distribution of limited safety and protective supplies to Independent Providers; and
- Providing stipends to Union Stewards for performance of Union related activities in accordance with the current Collective Bargaining Agreement with SEIU Local 2015; and
- Staffing the IHSS Public Authority Governing Body.

² The grant is a sole source grant to the San Francisco IHSS Public Authority but does not require a waiver under Administrative Code Section 21.G because the IHSS Public Authority is the only governmental entity that can practically perform the programs or services of the IHSS program. Per Administrative Code Chapter 70, the San Francisco IHSS Public Authority has designated authority over the IHSS program.

³ According to HSA, an Independent Provider has to have worked two consecutive months with at least 25 hours per month in one of those months to be qualified to enroll for health insurance. For dental insurance, an Independent Provider has to have worked six consecutive months with at least 25 hours per month to be qualified to enroll. To maintain health and dental coverage, an Independent Provider has to work a minimum of 25 hours per month. As of April 2022, there were 21,052 Independent Providers who are eligible for health insurance, and 19,613 Independent Providers who are eligible for dental insurance.

According to HSA, the proposed grant's scope of work for the provision of benefits to Independent Providers has not changed from the existing grant with the IHSS Public Authority. The insurance carrier for health benefits is the San Francisco Health Plan and Liberty Dental is the insurance carrier for dental benefits. According to HSA, the current health and dental providers will remain the same for the proposed grant.

According to HSA, Independent Provider wages are set by the City, but are paid directly to Independent Providers by the State. In San Francisco, the Minimum Compensation Ordinance (MCO) approved in November 2018 sets wages for IHSS workers above the City's minimum wage (File 17-0538) and resulted in a staggered wage increase for Independent Providers.⁴ The wage increases were subsequently codified in the Collective Bargaining Agreement between SEIU Local 2015 and the IHSS Public Authority. While the IHSS Public Authority acts as the employer of record for purposes of bargaining, which includes setting wages in partnership with the City, the wages do not get paid through the Public Authority grant.

New Positions to Support IHSS Worker Registry

According to HSA, there were approximately 2,500 clients (10 percent) not connected to a provider as of March 2022. HSA reports that the existing IHSS worker registry is not sufficient to meet this need due to workforce shortages and does not adequately reflect the diversity of IHSS clients. Further, the IHSS Public Authority expects the number of IHSS clients to increase due to the expansion of Medi-Cal eligibility in May 2022 to include undocumented immigrants ages 50 and older. The Department reports that 458 registered providers are fully employed, 304 registered providers are seeking work, and 53 registered providers become fully employed every month.

The IHSS Public Authority is adding 1.0 Full-Time Equivalent (FTE) Recruitment Manager and 1.0 FTE Community Engagement Coordinator (for a total of 2.0 FTE Community Engagement Coordinators in the agency) to enhance recruitment efforts. The IHSS Public Authority is also adding 1.0 FTE On-Call Coordinator (for a total of 2.0 FTE On-Call Coordinators in the agency) to coordinate back-up providers for IHSS clients in need of an emergency provider. According to the IHSS Public Authority, the number of IHSS clients who are dependent on on-call care services has increased over the last year and is expected to continue. Under the proposed agreement, the IHSS Public Authority's staffing would increase from 25.0 to 28.0 FTE, an increase of 3.0 FTE as shown in Exhibit 1 below.

⁴ IHSS worker wages will increase from \$18.00 to \$18.75 on July 1, 2022 (the final year of the staggered wage increase schedule) and annual cost-of-living adjustments will be made in subsequent years beginning in July 2023.

Exhibit 1: IHSS Public Authority Existing and Proposed Staffing by Program

	Existing FTE	Proposed FTE	Change in FTE
Administration/ Health and Dental			
Benefits	22.10	25.10	3.00
Finger Printing Project	2.60	2.60	0.00
Advisory Council	0.30	0.30	0.00
Mentorship Program*	0.00	0.00	0.00
Total	25.00	28.00	3.00

Source: Draft Grant Agreement

*The Mentorship Program does not have dedicated staffing but is supported by staff under the Administration/ Health and Dental Benefits Program

Performance Monitoring

The existing grant agreement requires the IHSS Public Authority to provide monthly, quarterly, and annual reports, which include service measures on IHSS provider benefits administration and enrollment, the worker registry, Independent Provider enrollment services and IHSS consumer mentoring services. The IHSS Public Authority annual report also summarizes the grant activities, as well as accomplishments and challenges encountered by the agency. Performance measures and monitoring report activities for the proposed grant agreement will include similar requirements.

According to HSA, the IHSS Public Authority has not met service objectives for the IHSS worker registry due to workforce shortages described above but has met objectives for all other service areas. However, the Department did not provide the performance monitoring document for our review.

FISCAL IMPACT

The amount of the existing grant between HSA and the IHSS Public Authority during the three-year term between July 1, 2019 and June 30, 2022 was \$255,912,584, which includes a 10 percent contingency. According to HSA, estimated actual grant expenditures through June 30, 2022 will be approximately \$234,264,397, or \$21,648,187 (9.2 percent) less than the total grant not to-exceed amount.

The proposed grant amount, including a 10 percent contingency, totals \$434,709,670 over a four-year term from July 1, 2022 through June 30, 2026, as shown in Exhibit 2 below.

Exhibit 2: IHSS Public Authority Grant Budget

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
<u>Revenues</u>					
Federal Funding (50%)	\$47,202,849	\$48,618,945	\$50,077,542	\$51,579,968	\$197,479,304
State Funding (30%)	28,321,710	29,171,367	30,046,525	30,947,981	118,487,582
General Fund (20%)	18,939,140	19,505,578	20,089,017	20,689,987	79,223,722
Total Revenues	\$94,463,699	\$97,295,889	\$100,213,085	\$103,217,935	\$395,190,608
<u>Expenditures</u>					
Administration/ Health and Dental Benefits	94,028,674	96,849,554	99,755,085	102,747,930	393,381,243
Finger Printing Project	293,495	302,300	311,380	320,725	1,227,900
Advisory Council	83,530	86,035	88,620	91,280	349,465
Mentorship Program	58,000	58,000	58,000	58,000	232,000
Total Expenditures	\$94,463,699	\$97,295,889	\$100,213,085	\$103,217,935	\$395,190,608
Contingency (10%)	9,446,370	9,729,589	10,021,308	10,321,794	39,519,061
Total incl. Contingency	\$103,910,069	\$107,025,478	\$110,234,393	\$113,539,729	\$434,709,669

Source: Draft Grant Agreement

According to HSA, the proposed grant's budget is based on projections accounting for the anticipated number of enrollments (based on averages of past actuals) multiplied by average monthly premiums. Health and dental benefits constitute approximately \$376.5 million or 95 percent of the proposed grant amount (not including the 10 percent contingency). As previously mentioned, the IHSS Public Authority buys health and dental insurance from the San Francisco Health Plan and Liberty Dental. Salary and Benefits for IHSS Public Authority staff total \$13.1 million over the four-year term, including \$0.9 million for the 3.0 new FTEs to support recruitment efforts for the IHSS worker registry.

The grant is funded by a combination of federal funding (50 percent), state funding (30 percent), and the City's General Fund (20 percent), as shown above.

RECOMMENDATION

Approve the proposed resolution.

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

SAN FRANCISCO IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
GRANT ID #: 1000024771

THIS GRANT AGREEMENT (“Agreement”) is made as of **JULY 1, 2022**, in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY, 832 Folsom St, 9th Floor, San Francisco, CA 94107** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Human Services Agency (“Department”),

RECITALS

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

To improve services under the Independent Provider mode for In-Home Supportive Services (IHSS) Consumers in the City and County of San Francisco; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action];
and:

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

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

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

ARTICLE 1
DEFINITIONS

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

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “Agency” shall mean Human Services Agency or Department of Human Services
- (c) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (d) “Budget” shall mean the budget attached hereto as part of Appendix B, B(a), B(b), B(c), if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.
- (e) “Charter” shall mean the Charter of City.
- (f) “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (g) “Controller” shall mean the Controller of City.
- (h) “Eligible Expenses” shall have the meaning set forth in Appendix A.
- (i) “Event of Default” shall have the meaning set forth in Section 11.1.
- (j) “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (k) “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (l) “Funding Request” shall have the meaning set forth in Section 5.3(a).
- (m) “Grant” shall mean this Agreement.
- (n) “Grant Funds” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (o) “Grant Plan” shall have the meaning set forth in Appendices A and B, B(a), B(b), B(c), or shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.
- (p) “HRC” shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “CMD” or the Contract Monitoring Division of the City.
- (q) “Indemnified Parties” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors,

officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

- (r) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (s) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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

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

ARTICLE 2

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

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

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

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

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

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

ARTICLE 3 TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on July 1, 2022 and expire on June 30, 2026, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

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

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

4.5 Publications and Work Product.

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

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

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

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

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

The amount of the Grant Funds disbursed hereunder shall not exceed **Three Hundred Ninety-Five Million, One Hundred Ninety Thousand, Six Hundred Nine Dollars (\$395,190,609)** for the period from **July 1, 2022 to June 30, 2026, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Thirty-Nine Million, Five Hundred Nineteen Thousand, Sixty Dollars (\$39,519,060)** for the period from **July 1, 2025 to June 30, 2026, 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 **Four Hundred Thirty-Four Million, Seven Hundred Nine Thousand, Six Hundred Seventy Dollars (\$434,709,670)** for the period from **July 1, 2022 to June 30, 2026.**

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

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

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

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

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

5.4 State or Federal Funds

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

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

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

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS

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

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

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

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

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

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

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A

Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

ARTICLE 7 TAXES

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

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

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

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

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

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

8.4 Conflict of Interest.

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

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

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

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

ARTICLE 10 INSURANCE

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

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

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

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

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

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

such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

10.9 Reserved. (Worker's Compensation).

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

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

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

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

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

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

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

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

If to the Department or City: **HUMAN SERVICES AGENCY**
DIRECTOR OF CONTRACTS, GB00
OFFICE OF CONTRACT MANAGEMENT
P.O. BOX 7988
SAN FRANCISCO, CA 94120-7988
FACSIMILE NO. 415-557-5679

If to Grantee: **SAN FRANCISCO IN-HOME SUPPORTIVE SERVICES**
PUBLIC AUTHORITY
832 FOLSOM STREET, 9TH FLOOR
SAN FRANCISCO, CA 94107
ATTN: EILEEN NORMAN
EMAIL: ENORMAN@SFIHSSPA.ORG

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Local Business Enterprise Utilization; Liquidated Damages. Reserved.

16.2 Nondiscrimination; Penalties.

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

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

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of

bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

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

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

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

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

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

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable

federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

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

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

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

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

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

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

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

16.13 Reserved. (Working with Minors).

16.14 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients’ sexual orientation and gender identity, and reporting such data to the Department **Bi-Annually (January 10th and July 10th)**. In seeking to collect information about clients’ sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health’s Policies and Procedures entitled “Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article

1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

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

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

16.20 Contractor Vaccination Policy

Contractor shall comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. The requirements stated in the Emergency Declaration and Contractor Vaccination Policy are material terms and conditions of this Agreement, which include but are not limited to, the following:

- 1) Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the City’s Contractor Vaccination Policy and the Emergency Declaration.
- 2) Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees’ vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.
- 3) Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors under this Agreement. Contractor shall ensure that its covered subcontractors submit required information to the Contractor respecting their compliance with the Contractor Vaccination Policy.
- 4) Contractor previously submitted to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy, including Attachment A thereto respecting any medical or religious vaccination exemptions granted to their Covered Employees. Contractor will submit an updated Attachment A if Contractor assigns a new Covered Employee to work on the contract who is eligible for an exemption under the Vaccination Policy.
- 5) Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

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

16.22 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if the Grantee

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award.

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

ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

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

Appendix A, Services to be Provided
Appendix B, Budget (PA Admin/ Health/ Dental)
Appendix B(a), Budget (Fingerprinting Project)
Appendix B(b), Budget (Advisory Council)

Appendix B(c), Budget (Mentorship Program (DPH))
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, HIPPA Business Associate Addendum, (if applicable)
Appendix G, Federal Award Information
Appendix H, Federal Requirements for Subcontractors
Appendix I, Additional ACYF Subrecipient/Subcontractor requirements

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

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

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

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

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

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

17.12 Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services

grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

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

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

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

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

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

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

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

CITY

HUMAN SERVICES AGENCY

By: _____
Trent Rhorer
Executive Director
Human Services Agency

Approved as to Form:

David Chiu
City Attorney

By: _____
David K. Ries
Deputy City Attorney

GRANTEE:

**SAN FRANCISCO IN-HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY**

By: _____

Print Name: Eileen Norman
Title: Executive Director
Address: 832 Folsom Street, 9th Floor
City, State ZIP: San Francisco, CA 94107

Phone: 415-593-8140

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

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

None.

Appendix A – Services to be Provided

San Francisco IHSS Public Authority Consumers in Independent Provider Mode – In-Home Supportive Services

July 1, 2022 – June 30, 2026

I. Purpose of Grant

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

- A. maintaining a home care worker registry;
- B. providing and administering health and dental benefits for Independent Providers;
- C. participating in Independent Provider group orientation, conducting LiveScans and processing of criminal background checks of potential Independent Providers;
- D. providing a Mentorship Program for IHSS Consumers;
- E. providing a One Stop Resource Center for IHSS recipients and Independent Providers, which includes trainings for IHSS recipients and distribution of limited safety and protective supplies to Independent Providers;
- F. providing stipends to Union Stewards for performance of Union related activities in accordance with the current Collective Bargaining Agreement between SEIU 2015 and Grantee; and
- G. staffing and coordinating the activities of the San Francisco IHSS Public Authority Governing Body.

II. Worker Registry Service

A. Definitions:

CMIPS	Case Management Information and Payroll System, the state wide IHSS database
Consumer	An individual who has been assessed and authorized by DAS Social Workers to receive personal care, domestic, and related services through the San Francisco IHSS Program.
DAS	San Francisco Department of Disability & Aging Services
DOJ	Department of Justice
Grantee	San Francisco In-Home Supportive Services Public Authority

HSA	Human Services Agency of the City and County of San Francisco
IP	Independent Provider is the term used to describe a qualified individuals who is hired by an IHSS consumer to provide them with IHSS authorized services.

B. Target Population

The Registry target populations consist of: (1) all IHSS Consumers of the San Francisco IHSS program, and (2) all individuals who are already working as IPs, as well as individuals who are seeking employment as an IP.

C. Description of Services

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

- (1) Grantee shall design and maintain a Registry database of IPs who have cleared Registry screening, IHSS IP enrollment and basic training. The Registry database will serve the purpose of compiling appropriate referral lists for IHSS Consumers who request such assistance.
- (2) Grantee shall recruit and enroll IPs to the Registry on an ongoing basis, ensuring both the number and diversity of active Registry IPs best meets the service and language needs of IHSS Consumers. The demographics of registry IPs should reflect the cultural and linguistic makeup of the IHSS consumer population using the Registry.
- (3) Grantee shall require Registry IPs to participate in personal care assistance training offered through the DAS funded IP Training Program.
- (4) Grantee shall receive referrals from DAS Social Workers for Consumers in need of Registry services. Consumers may also self-refer to the Registry.
- (5) Within two business days of receipt of a Registry referral, Grantee shall call and attempt to assist the Consumer in finding an IP by conducting a brief screening to ascertain the Consumer's needs and preferences in order to provide a list of IPs for possible hire.

- (6) Grantee shall email or mail Consumers with a list of at least 5 Registry IPs, whose skills match the Consumer's service and language needs as closely as possible, immediately following the phone screening.
- (7) Grantee will identify Consumers who need help in the hiring process and refer them to the Mentorship Program.
- (8) Grantee shall refer Registry Consumers who are unable to hire an IHSS IP and who may need IHSS Contract Mode services to the appropriate IHSS Social Worker.
- (9) Grantee shall conduct (2) follow ups with Registry Consumers within 15 and 30 business days after sending out a list to determine how things are going and if the consumer has hired from the list. Follow-up shall be documented.

D. Grantee Responsibilities

- (1) Grantee shall analyze demographics of IHSS consumer and Registry IP populations at least quarterly. If Registry IP demographics do not match those of Registry Consumers, the Registry will demonstrate efforts to recruit a more culturally and linguistically representative Registry group.
- (2) Grantee shall check in with Registry IPs on a monthly basis to verify their continued interest and eligibility for the program.
- (3) Grantee will intervene with Registry IPs who have a documented pattern of not calling back or showing up for interviews with Registry Consumers by providing training, coaching and possible termination from Registry.
- (4) Grantee will track numbers of users of Registry services on a daily, weekly, and monthly basis.
- (5) Grantee will ensure the Registry database contains at least 5 active and available Providers who match Consumer needs/preferences for each list requested by a Registry user. Recruitment will be made through outreach and presentations as necessary to maintain Registry size and diversity.

- (6) Grantee shall develop policy guidelines for referring Consumers and IPs to the Union and/or the Independent Provider Assistance Center (IPAC) for questions regarding union contract or contact info, timesheets, or payroll. Grantee shall ensure Registry staff are knowledgeable about IPAC services, and there is a clear protocol for referring questions/issues to the Union or IPAC.
- (7) Grantee shall require that potential Registry IPs applying to be active on the Registry have met all legal requirements to become an IHSS IP, including having passed a Department of Justice criminal background check, as well as verifying that they are active in Case Management Information and Payroll System (CMIPS).
- (8) Grantee shall require that all IPs joining the Registry attend a Registry orientation, either virtually or in-person.
- (9) Grantee shall maintain policies and procedures relating to the conduct of both IHSS Registry Consumers and Registry IPs. The Grantee shall implement a protocol by which IPs and Consumers who do not follow established rules and guidelines including but not limited to: assault, threats of violence, harassment, repeated timesheet fraud, theft, and other major violations may no longer utilize Registry services. Grantee and DAS staff will inform each other of conduct problems of Consumers and IPs and collaboratively address issues. Documentation of violations and determinations will be maintained through this process and retained for monitoring.
- (10) Grantee shall notify the assigned DAS Social Worker by email the same day a Registry list has been sent to a consumer, and shall retain documentation for monitoring.

Grantee will maintain records for reporting purposes of the following: Outcomes for registry Consumers seeking to connect with an IP, IHSS Social Worker notifications (both initial and follow-up), as well as Consumers decisions about termination of services for Consumers or Providers with violations mentioned in article D-9.

III. IHSS Provider Benefits Administration Service

A. Definitions

COBRA

Consolidated Omnibus Reconciliation Act of 1985

Vendors	Entities contracted with IHSS-PA for Health and Dental Benefits
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B. Target Population

The target population consists of IHSS IPs enrolled with IHSS and who meet eligibility requirements to enroll in the health and dental benefits provided by the Grantee as defined by the Collective Bargaining Agreement between SEIU 2015 and the Grantee.

C. Description of Services

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

- (1) Regular analysis and maintenance of IP eligibility for health and dental benefits;
- (2) Dissemination of IP enrollment information and applications;
- (3) Information and referral services for IP health and dental coverage questions;
- (4) Assistance to IPs during open enrollment to add and/or change coverage;
- (5) Enrollment of IPs into benefits upon receipt of health and dental applications;
- (6) Termination of benefits for IPs who become ineligible; and
- (7) Collaboration with vendors to update eligibility list and notify all potential COBRA beneficiaries of available benefits within 30 days.

D. Grantee Responsibilities

- (1) Grantee shall receive and review all enrollment applications to determine eligibility for health and dental insurance coverage. (If the application is submitted before the 12th of each month, coverage will start on the 1st of the following month.)
- (2) Grantee shall notify vendor of IPs of enrollment status. Vendor will mail out the welcome application packets to eligible IPs.
- (3) Grantee shall follow procedures to ensure that all qualified IPs have proper health and dental insurance coverage.

- (4) Grantee shall notify IPs when they are at risk of losing health and dental benefits due to work reduced hours.
- (5) Grantee shall respond promptly to IP inquiries regarding health and dental insurance coverage.
- (6) Grantee shall assist IPs with resolving discrepancies of coverage.
- (7) Grantee shall ensure that all records pertaining to health and dental insurance are safely stored.
- (8) Grantee shall collect and analyze benefit participation/utilization data for monthly, quarterly and annual reports to DAS.

IV. Independent Provider Enrollment Service

A. Definitions

ACL All County Letter

CDSS California Department of Social Services

CORI Criminal offender record information

IPAC Independent Provider Assistance Center

PEAU Provider Enrollment Appeals Unit

Tier 1 W & I Code Section 12305.81 – which prohibits any individual who in the last 10 years has been convicted of, or incarcerated following a conviction for, a crime involving fraud against a government health care or supportive services program, or a violation of subdivision (a) of section 273a of the Penal Code (PC) (abuse of a child under circumstances/conditions likely to produce great bodily harm or death), or Section 368 of the PC (abuse of an elder or dependent adult), or similar violations in another jurisdiction. (apply to felony and misdemeanor offenses.)

Exclusionary crimes including: W&IC section 12305.87 and include the following:

- A violent or serious felony, as specified in PC section 667.5(c), and PC section 1192.7(c);
- A felony offense for which a person is required to register as a sex offender, pursuant to PC section 290(c); and
- A felony offense for which a person is required to register as a sex offender, pursuant to PC section 290(c); and
- A felony offense for fraud against a public social services program, as defined in W&IC section 10980(c)(2) and (g)(2).

Tier 1
Notification
Forms

SOC 852	Notice to Applicant Provider of Provider Ineligibility Due to Tier 1 Crimes(SOC 852)
SOC 855 A	Notice to Recipient of Provider Ineligibility Due to Tier 1 Crimes (SOC 855A)
SOC 856	To Request An Appeal (SOC 856)
SOC 858 A	Notice to Provider of Provider Ineligibility—Tier 1 Crimes Ineligibility—Subsequent Conviction (SOC 858A)
SOC 859 A	Notice to Recipient of Provider Ineligibility—Tier 1 Crimes Ineligibility—Subsequent Conviction (SOC 859A)

Tier 2
Notification
Forms

SOC 852 A	Notice to Applicant Provider of Provider Ineligibility Due to Tier 2 Crimes(SOC 852A)
SOC 855 B	Notice to Recipient of Provider Ineligibility Due to Tier 2 Crimes (SOC 855B)
SOC 856	To Request An Appeal (SOC 856)
SOC 857	Notice to Recipient of Provider Eligibility County/PA/NPC Acknowledgement of Receipt of Waiver (SOC 857)
SOC 858 B	Notice to Provider of Provider Ineligibility—Tier 2 Crime Ineligibility—Subsequent Conviction (SOC 858B)
SOC 859 B	Notice to Recipient of Provider Ineligibility—Tier 2 Crimes Ineligibility—Subsequent Conviction (SOC 859B)
SOC 862	IHSS Recipient Request for Provider Waiver form (SOC 862)
SOC 863	IHSS Applicant Provider Request for General Exception form (SOC 863)
SOC 881	IHSS Provider Request to Remain Active in CMIPS

B. Target Population

The target population consists of individuals who apply to become IPs in the San Francisco IHSS program. Applicants who clear all State requirements to become IPs are then enrolled to provide IHSS home care services.

C. Description of Services

The Grantee shall:

- (1) Provide low-cost fingerprinting services to IP population at Grantee's office during specified business hours;
- (2) Receive Criminal Offender Record Information (CORI) for all applicants to ensure that State eligibility requirements are met for their enrollment as IPs;
- (3) Respond to all applicant requests regarding criminal background check status;
- (4) Update CMIPS of all eligible and ineligible IPs;
- (5) Process all Provider appeals of criminal background check results; and
- (6) Communicate with IPs who have not worked for 12 months regarding continued eligibility.

D. Grantee Responsibilities

- (1) LiveScan services
 - A. Maintain certification to perform LiveScan services.
 - B. Maintain LiveScan equipment and trained staff to provide fingerprinting services.
 - C. Accept payments and provide receipts for services rendered.
 - D. Provide LiveScan services during consistent and published times at Grantee's office.
- (2) Provider CORI information
 - A. Grantee shall analyze CORI from the DOJ for Tier 1 or Tier 2 Convictions.
 - B. Grantee shall determine individual eligibility for IHSS service provision.
 - C. Grantee shall enter individual eligibility information into CMIPS.
 - a. Grantee shall develop procedures to ensure that IPs who have gone through the fingerprinting process have an accurate record in CMIPS such as SSN, name and address.

- D. Grantee shall notify consumer and prospective IPs of eligibility determination using appropriate State notification forms.
 - E. Per ACL 10-05, Grantee shall:
 - i. Destroy criminal history record information immediately following determination of applicants who have cleared.
 - ii. Retain the criminal history record information of applicants who are disqualified based on a criminal record for a period of one year, for purposes of any legal appeal the provider may file.
- (3) Applicant requests
- A. Grantee shall develop and implement procedures to respond to fingerprint status inquiries in a timely fashion.
- (4) Appeals
- A. Grantee shall develop and implement procedures to receive applicant appeals and respond to questions regarding appeals.
 - B. Grantee shall forward all appeals to the state Provider Enrollment Appeals Unit (PEAU).
 - C. Grantee shall share CORI information with the PEAU, applicant, and consumer according to State IHSS regulations.
- (5) Inactive Providers
- A. Grantee shall send form SOC 881 via mail to IPs who have not submitted timesheets in 12 months.
 - B. Grantee will deactivate IPs who do not request to remain active in CMIPS.

V. IHSS Mentorship Program

A. Definitions

IHSS Eligible	An individual who is currently: (1) an IHSS consumer; or (2) a Medi-Cal recipient and has applied for In Home Supportive Services through the San Francisco Department of Disability and Aging Services.
IP	Independent Provider of IHSS
Mentee	A recipient of the Consumer Mentoring Service.
Mentor	A Public Authority employee familiar with IHSS and/or other Medi-Cal services from either previous work experience or personal experience as a Consumer or Provider.
SNF	Skilled Nursing Facilities such as Laguna Honda Hospital

B. Target Population

- (1) IHSS-eligible Consumers in the process of discharging from institutional-living settings to community living in San Francisco; or
- (2) Current Consumers who are in need of short-term support to remain living independently in the community; and
- (3) Current Consumers who need help hiring and managing an IP.

The target population will herein be referred to as Mentee.

C. Description of Services

Grantee shall:

- (1) Outreach and Referral
 - A. Grantee will develop an outreach plan to inform Skilled Nursing Facilities (SNFs), IHSS Consumers, DAS Social Workers, and other community partners how individuals can access the IHSS Consumer Mentoring Services.
 - B. Grantee will conduct sufficient outreach to achieve an annual unduplicated population of 100 Mentees.
- (2) Receipt of Mentee referrals
 - A. Grantee will receive referrals from PA Registry Staff, IHSS Social Workers, and SNFs for target population.
 - B. Grantee will engage with potential Mentee within 3 business days of receiving the referral.
- (3) Mentee Assessment
 - A. Grantee will conduct a Mentorship Intake to understand the Mentee's goals within IHSS. After assessment, Mentee will be matched with a Mentor to provide training and assistance with hiring, getting care started, and retaining an IP.
- (4) Consumer Training
 - A. Grantee will provide training and coaching on how to be a successful employer of an IP.
- (5) Skilled Nursing Facility Discharge Mentoring
 - A. Grantee will assist IHSS-eligible Consumers in the process of discharging from SNFs with hiring and training IPs or working with Contract Mode Home Care Providers.

- B. Grantee will provide coaching on how to be a successful employer of an IP or a successful user of IHSS Contract Mode.

D. Grantee Responsibilities

- (1) Skilled Nursing Facility Discharge mentoring
 - A. Grantee will provide Mentors to work with Mentees leaving SNFs on topics that will include, but not be limited to:
 - a. Accessing community-based resources;
 - b. Hiring, managing, and retaining IPs;
 - c. Accessing and using public transportation;
 - d. Review and discuss authorized service needs.
- (2) Grantee will assist Mentee and IP with planning homecare after discharge.
 - A. Assist to coordinate start date for IP's employment; and
 - B. Assist in developing IP's regular schedule.
- (3) Grantee will contact Mentee one (1) month and three (3) months after discharge from the facility to assess the Mentee's satisfaction with the mentorship services and to determine the level of stability in living in the community. Additional earlier follow up may also be conducted, if necessary. All follow up activities will be documented in consumer records.
- (4) Mentee Records
 - A. Grantee will create records for all Mentees accessing Mentorship Services. Mentee Records will include:
 - i. Mentorship Intake
 - a. Assessment of Mentee hiring needs
 - b. Notes on interviewing and hiring process
 - c. Outcome of hiring attempts
 - ii. Mentee training records
 - a. List of training modules provided
 - b. Documentation of IP hiring process training
 - c. Documentation of community needs training
 - d. Documentation of post discharge training
 - iii. All staff contact with and about Mentee will be documented in case notes. This includes in-person visits, phone calls and collateral contacts with other agencies etc.

- (5) **Mentor Recruitment and Qualification**
 - A. Grantee will recruit and maintain an adequate number of Mentors to meet the annual Service Objectives.
 - B. Mentors will complete Mentorship training prior to providing services.
- (6) **Mentor Training**
 - A. Grantee will develop a training curriculum specific to the needs of new IHSS Mentors.
 - B. Grantee will provide all new Mentors with training.
 - C. Grantee will maintain records of Mentor training attendance.

VI. One Stop Resource Center

A. Target Population

- (1) Consumers of IHSS in need of additional help and guidance with hiring and retaining IPs.
- (2) IPs of IHSS in need of additional support and training around working with IHSS Consumers, self-care, and professional home care strategies and techniques.
- (3) Community Support Staff in search of additional information and resources related to IHSS.

B. Description of Services

Grantee shall:

- (1) Provide free trainings and workshops to IHSS Consumers on topics such as “Finding an IP”, “Getting Started with an IP” and “Communications Strategies”.
- (2) Provide a resource center that is accessible to target population digitally, telephonically and on-site during regular business hours.
- (3) Design, implement and evaluate safety and protective supplies distribution pilot as required in the current IP Collective Bargaining Agreement between SEIU 2015 and Grantee.

C. Grantee Responsibilities

- (1) Grantee will ensure that trainings and workshops contain relevant and up-to-date information for Consumers and IPs.
- (2) Grantee will conduct outreach and marketing to ensure IHSS Consumers and IPs are aware of trainings and workshops.
- (3) Grantee will ensure resources in One Stop Center are relevant to IHSS Consumers and IPs and are up-to-date. Staff in the One

- Stop Resource Center, will be knowledgeable about IHSS and available resources and will make referrals and linkages to needed community services.
- (4) Grantee will develop and implement policies and procedures to ensure equitable distribution of safety and protective supplies to IPs.

VII. Union Shop Steward Payment For Union Activities

A. Target Population

Maximum of eleven (11) IP Union Stewards annually identified by SEIU 2015 of performing activities falling within the scope of representation of IHSS IPs.

These Union Stewards will receive stipends and will not be considered employees of the Grantee, nor will the Grantee be responsible for the Union Stewards' performance of stipended activities.

B. Description of Services

Grantee shall:

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

C. Grantee Responsibilities

- (1) Develop and implement a process with SEIU 2015 to identify, track and pay stipends to up to eleven (11) Union Stewards for up to 8 hours of authorized Union activity per month.

- (2) Ensure that each identified Union Steward receives and signs proper independent contractor forms and documentation.
- (3) Distribute checks to individual IP Union Stewards who have been identified and verified to have performed authorized hours by SEIU 2015.
- (4) Keep accurate and compliant records of stipend program.

VIII. San Francisco IHSS Public Authority Governing Body

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

A. Target Population

- (1) IHSS Consumers over the age of 55 years, authorized to represent organizations that advocate for aging adults.
- (2) IHSS Consumers between the ages of 18 and 60 years, authorized to represent organizations that advocate for younger people with disabilities.
- (3) IHSS Providers who provides personal assistance services to an IHSS consumer.
- (4) Members of the DAS, DPH, HSA, MOD Commissions

B. Description of Services

Grantee shall:

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

C. Grantee Responsibilities

- (1) Appoint and conduct annual performance evaluations of the Public Authority Executive Director.

- (2) Review and approve annual program and operating budgets.
- (3) Review and approve annual fiscal audit.
- (4) Report on Commission action items that affect the IHSS community.

IX. Service Objectives

A. Worker Registry

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

B. IHSS Provider Benefits Administration

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

C. Independent Provider Enrollment Service/Fingerprinting

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

D. IHSS Consumer Mentorship Program

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

X. Outcome Objectives

A. Worker Registry

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

B. IHSS Provider Benefits Administration

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

C. Independent Provider Enrollment Service/Fingerprinting

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

D. IHSS Consumer Mentoring Service

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

XI. Reporting Requirements

- A. Grantee will provide a quarterly report of activities, referencing the tasks as described in Description of Services and Service Objectives. Reports are due 15 days after the close of the reporting period. Service Objectives will be entered into the Contracts Administration, Billing and Reporting Online (CARBON) system.
- B. Grantee will provide an annual report summarizing the grant activities, referencing the tasks as described in Description of Services, Service Objectives, and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Grantee. This report is due 15 days after the completion of the program year and will be entered into CARBON.
- C. Grantee will send the following data points on a monthly and quarterly basis to the County by the 15th of the following month:
 - (1) Worker Registry:
 - A. Consumers: number of referrals, number/percentage of Consumers engaged in services, number of lists sent to Consumers, Average # of lists sent to Consumers, and number/percentage of Consumers number/percentage of

Consumers who were referred in the past 60 days and had 1+ provider linked.

- B. Providers: Number of Registry provider applications received, number of registry Providers on boarded, number of “active” registry Providers, Providers, number of Registry Providers not actively seeking work (employed with 1+ Consumers) and average length between application to acceptance on Registry.

(2) Health and Dental Benefits:

- A. Number of eligible Providers, number of enrollment packets sent, percentage of packets sent to eligible Providers, number of submitted packets, number of enrollments, percentage of enrollments of Providers that submitted packets, number of terminations, number of disenrollments, and percentage of eligible Providers enrolled in benefits.

(3) LiveScan and Criminal Background Checks:

- A. Number of records processed, number of tier 1& 2, number of LiveScans completed, percentage of records processed within 5 days.

(4) Mentorship:

- A. Number of referrals from SNFs, number of referrals from DAS/Registry, number of referrals from community partners, number of self-referrals, number of hospital discharges, number of Mentorship Intakes completed, number of Mentees paired with a Mentor.

(5) One-Stop Resource Center:

- A. Number of One-Stop Resource Center workshop and training attendees number of trainees that found the training or workshop helpful, number of trainings and workshops offered, number of users (drop-in and telephone) of the One Stop Center, and number of Consumers and Providers who received resource assistance (in-person or virtually)
- B. Number of personal protective equipment (PPE) distributed, and number of Provider identification badges produced.
- C. Number of recruitment events and attendees

(6) IHSS Public Authority Governing Body

- A. Coordinate and staff 6 public meetings a year.
 - B. Ensure all Governing Body membership seats are filled and that appointed representatives meet the criteria that is detailed in Chapter 70 of the Administrative Code.
- D. Grantee will enter the following services measures on a monthly basis into the CARBON system:
- (1) Worker Registry: Number of unduplicated Consumers to whom Registry lists was provided.
 - (2) IHSS Provider Benefits Administration: Number of qualified IPs submitting enrollment packets who are subsequently enrolled into appropriate plans.
 - (3) Independent Provider Enrollment Service: Number of Criminal Offender Records processed by the Grantee during reporting month.
 - (4) IHSS Consumer Mentoring Service: Number of unduplicated Mentees served during reporting month.
 - (5) Governing Body: Number of meetings staffed and coordinated
- E. Grantee shall develop and deliver ad hoc reports as requested by HSA.
- F. The reports are to be submitted electronically to the following staff:

Annyse Acevedo
Senior Administrative Analyst
Annyse.Acevedo@sfgov.org

Krista Blyth-Gaeta
IHSS Program Director
krista.blyth-gaeta@sfgov.org

Alternatively, reports can be mailed to both staff at the following address:

Department of Human Services
PO Box 7988
San Francisco, CA 94120

XII. Monitoring Activities

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

	A	B	C	D	E	F
1	HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM					Appendix B(a), Page 1
2						Document Date: 02/16/22
3						
4						
5	Contractor's Name				Contract Term	
6	San Francisco In-Home Supportive Services Public Authority				07/01/22 - 06/30/26	
7	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
8	If modification, Effective Date of Mod. No. of Mod.					
9	Program: SF IHSS Public Authority (FINGER PRINTING PROJECT)					
10	Budget Reference Page No.(s)					TOTAL
11	Program Term: 7/1/22 - 6/30/26	FY2022-23	FY2023-24	FY2024-25	FY2025-26	07/01/22 - 06/30/26
12	Expenditures					
13	Salaries & Benefits	\$249,500	\$256,800	\$264,380	\$272,975	\$1,043,655
14	Operating Expense	\$43,995	\$45,500	\$47,000	\$47,750	\$184,245
15	Subtotal	\$293,495	\$302,300	\$311,380	\$320,725	\$1,227,900
16	Indirect Percentage (%)					
17	Indirect Cost (Line 16 X Line 15)					
18	Capital Expenditure					
19	Total Expenditures	\$293,495	\$302,300	\$311,380	\$320,725	\$1,227,900
20	HSA Revenues					
21	General Fund 20%	\$58,699	\$60,460	\$62,276	\$64,145	\$245,580
22	State Funding 30%	\$88,048	\$90,690	\$93,414	\$96,218	\$368,370
23	Federal Funding 50%	\$146,747	\$151,150	\$155,690	\$160,363	\$613,950
24						
25						
26	TOTAL HSA REVENUES	\$293,495	\$302,300	\$311,380	\$320,725	\$1,227,900
27	Other Revenues					
28						
29						
30						
31						
32						
33	Total Revenues	\$293,495	\$302,300	\$311,380	\$320,725	\$1,227,900
34	Full Time Equivalent (FTE): 2.60 FTE PA Staff Only					
36	Prepared by: Loc Chau - Director of Finance & Operations				Telephone: 415-593-8115	02/16/22
37	HSA-CO Review Signature: _____					
38	HSA #1					

	A	B	C	D	E	F	G	H	I	J	K
1	Appendix B(a), Page 2 Document Date: 02/16/22 Program Name: SF IHSS Public Authority FINGER PRINTING PROJECT										
2											
3											
4											
5											
6											
7	Salaries & Benefits Detail										
8											
9											
10											
11			Agency Totals		For HSA Program		FY2022-23 For DHS Program	FY2023-24 For DHS Program	FY2024-25 For DHS Program	FY2025-26 For DHS Program	TOTAL
12	POSITION TITLE	Current Salary	Annual Full TimeSalary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	07/01/22 - 06/30/26
13	Director of Finance & Operations	\$145,230	\$145,230	20%	100%	20%	\$29,046	\$29,917	\$30,815	\$31,739	\$121,518
14	Operations Manager	\$77,559	\$77,559	20%	100%	20%	\$15,512	\$15,977	\$16,456	\$16,950	\$64,896
15	Receptionist	\$59,410	\$59,410	20%	100%	20%	\$11,882	\$12,238	\$12,606	\$12,984	\$49,710
16	DOJ/LiveScan Technician #1 (Z. Zhang)	\$60,538	\$60,538	100%	100%	100%	\$60,538	\$62,354	\$64,225	\$66,152	\$253,268
17	DOJ/LiveScan Technician #2 (O. Ajoy)	\$60,538	\$60,538	100%	100%	100%	\$60,538	\$62,354	\$64,225	\$66,152	\$253,268
18											
19											
20	TOTALS		\$403,275	2.60	5.00	2.60	\$177,516	\$182,841	\$188,327	\$193,976	\$742,660
21											
22	FRINGE BENEFIT RATE		39.00%	39.00%39.00%39.00%39.00%39.00%							
23	EMPLOYEE FRINGE BENEFITS		\$157,277				\$71,984	\$73,959	\$76,053	\$78,999	\$300,995
24											
25											
26	TOTAL SALARIES & BENEFITS		\$560,552				\$249,500	\$256,800	\$264,380	\$272,975	\$1,043,655
27	HSA #2										

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Appendix B(a), Page 3													
2	Document Date: 02/16/22													
3														
4	Program Name: SF IHSS Public Authority													
5	FINGER PRINTING PROJECT													
6														
7	Operating Expense Detail													
8														
9														
10														
11														
12	EXPENDITURE CATEGORY	TERM	FY2022-23	FY2023-24	FY2024-25	FY2025-26	TOTAL							
13	Rental of Property		\$11,245	\$11,750	\$12,500	\$13,250	\$48,745							
14	Utilities(Telephone / Repair & Maintenance)		\$6,500	\$6,500	\$6,500	\$6,500	\$26,000							
15	Office Supplies		\$9,750	\$9,750	\$10,000	\$10,000	\$39,500							
16	Insurance		\$5,500	\$6,500	\$6,500	\$6,500	\$25,000							
17	Postage (SOC881 - Notice to IP for Inactivity)		\$11,000	\$11,000	\$11,500	\$11,500	\$45,000							
18	CONSULTANT/SUBCONTRACTOR													
19														
20														
21														
22														
23	OTHER													
24														
25														
26														
27														
28	TOTAL OPERATING EXPENSE		\$43,995	\$45,500	\$47,000	\$47,750	\$184,245							
29														
30	HSA #3													

	A	B	C	D	E	F
1	HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM					Appendix B(b), Page 1 Document Date: 02/16/22
2						
3						
4						
5	Contractor's Name				Contract Term	
6	San Francisco In-Home Supportive Services Public Authority				07/01/22 - 06/30/26	
7	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
8	If modification, Effective Date of Mod. No. of Mod.					
9	Program: SF IHSS Public Authority (ADVISORY COUNCIL)					
10	Budget Reference Page No.(s)					TOTAL
11	Program Term: 7/1/22 - 6/30/26	FY2022-23	FY2023-24	FY2024-25	FY2025-26	7/1/22-6/30/26
12	Expenditures					
13	Salaries & Benefits	\$45,530	\$47,785	\$49,370	\$50,530	\$193,215
14	Operating Expense	\$38,000	\$38,250	\$39,250	\$40,750	\$156,250
15	Subtotal	\$83,530	\$86,035	\$88,620	\$91,280	\$349,465
16	Indirect Percentage (%)					
17	Indirect Cost (Line 16 X Line 15)					
18	Capital Expenditure					
19	Total Expenditures	\$83,530	\$86,035	\$88,620	\$91,280	\$349,465
20	HSA Revenues					
21	General Fund 20%	\$16,706	\$17,207	\$17,724	\$18,256	\$69,893
22	State Fund 30%	\$25,059	\$25,810	\$26,586	\$27,384	\$104,839
23	Federal Fund 50%	\$41,765	\$43,017	\$44,310	\$45,640	\$174,732
24						
25						
26	TOTAL HSA REVENUES	\$83,530	\$86,035	\$88,620	\$91,280	\$349,465
27	Other Revenues					
28						
29						
30						
31						
32						
33	Total Revenues	\$83,530	\$86,035	\$88,620	\$91,280	\$349,465
34	Full Time Equivalent (FTE): .30 FTE PA Staff Only					
36	Prepared by: Loc Chau - Director of Finance & Operations			Telephone: 415-593-8115		02/16/22
37	HSA-CO Review Signature: _____					
38	HSA #1					2/16/2022

	A	B	C	D	E	F	G	H	I	J
1										Appendix B(b), Page 2
2										Document Date: 02/16/22
3										
4	Program Name: SF IHSS Public Authority									
5	ADVISORY COUNCIL									
6										
7										
8										
9										
10										
11										
		Agency Totals		For HSA Program		FY2022-23 For DHS Program	FY2023-24 For DHS Program	FY2024-25 For DHS Program	FY2025-26 For DHS Program	TOTAL
12	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	7/1/22-6/30/26
13	Executive Director (E. Norman)	\$200,850	10%	100%	10%	\$20,085	\$20,688	\$21,308	\$21,947	\$84,028
14	Executive Assistant (OPEN)	\$61,532	20%	100%	20%	\$12,306	\$12,676	\$13,056	\$13,448	\$51,485
15										
16										
17										
18										
19	TOTALS	\$262,382	0.30	2.00	0.30	\$32,391	\$33,363	\$34,364	\$35,395	\$135,514
20										
21	FRINGE BENEFIT RATE	39.00%				39.00%	39.00%	39.00%	39.00%	39.00%
22	EMPLOYEE FRINGE BENEFITS	\$102,329				\$13,139	\$14,422	\$15,006	\$15,135	\$57,701
23										
24										
25	TOTAL SALARIES & BENEFITS	\$364,711				\$45,530	\$47,785	\$49,370	\$50,530	\$193,215
26	HSA #2									2/16/2022

	A	B	C	D	E	F	G	H	I	J	K	L	M
1											Appendix B(b), Page 3		
2											Document Date: 02/16/22		
3													
4	Program Name: SF IHSS Public Authority												
5	ADVISORY COUNCIL												
6													
7	Operating Expense Detail												
8													
9													
10													
11													
12	EXPENDITURE CATEGORY			TERM	FY2022-23	FY2023-24	FY2024-25	FY2025-26	TOTAL				
13	D & O Insurance				\$9,000	\$9,250	\$9,750	\$10,750	\$38,750				
14	CICA Membership / Conference				\$5,000	\$5,000	\$5,000	\$5,000	\$20,000				
15	Board Stipend				\$12,000	\$12,000	\$12,500	\$13,000	\$49,500				
16	Communications				\$12,000	\$12,000	\$12,000	\$12,000	\$48,000				
17													
18	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE												
19													
20													
21													
22													
23	OTHER												
24													
25													
26													
27													
28	TOTAL OPERATING EXPENSE				\$38,000	\$38,250	\$39,250	\$40,750	\$156,250				
29													
30	HSA #3												
	2/16/2022												

	A	B	C	D	E	F
1	Appendix B(c), Page 1 Document Date: 02/16/22 HUMAN SERVICES AGENCY CONTRACT BUDGET SUMMARY BY PROGRAM					
2						
3						
4						
5	Contractor's Name				Contract Term	
6	San Francisco In-Home Supportive Services Public Authority				07/01/22 - 06/30/26	
7	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
8	If modification, Effective Date of Mod. No. of Mod.					
9	Program: Mentorship Program (DPH)					
10	Budget Reference Page No.(s)					TOTAL
11	Program Term: 7/1/22- 6/30/26	FY2022-23	FY2023-24	FY2024-25	FY2025-26	7/1/22-6/30/26
12	Expenditures					
13	Salaries & Benefits	\$58,000	\$58,000	\$58,000	\$58,000	\$232,000
14	Operating Expense					
15	Subtotal	\$58,000	\$58,000	\$58,000	\$58,000	\$232,000
16	Indirect Percentage (%)					
17	Indirect Cost (Line 16 X Line 15)					
18	Capital Expenditure					
19	Total Expenditures	\$58,000	\$58,000	\$58,000	\$58,000	\$232,000
20	HSA Revenues					
21	General Fund	\$58,000	\$58,000	\$58,000	\$58,000	\$232,000
22						
23						
24						
25						
26	TOTAL HSA REVENUES	\$58,000	\$58,000	\$58,000	\$58,000	\$232,000
27	Other Revenues					
28						
29						
30						
31						
32						
33	Total Revenues	\$58,000	\$58,000	\$58,000	\$58,000	\$232,000
34	Full Time Equivalent (FTE): 0					
36	Prepared by: Loc Chau - Director of Finance & Operations					02/16/22
37	HSA-CO Review Signature: _____					
38	HSA #1					



Governing Body Seat Descriptions

❖ Seat 1 – VACANT

Term Expires

Must be a consumer over the age of 55 years, authorized to represent organizations that advocate for aging people with disabilities.

❖ Seat 2 – VACANT

Must be a consumer between the ages of 18 and 60 years, authorized to represent organizations that advocate for younger people with disabilities.

❖ Seat 3 – VACANT

Term Expires

Must be a consumer-at-large over the age of 55 years.

❖ Seat 4 – Haydee Hernandez (Awaiting Confirmation from BOS)

Term Expires

Must be a worker who provides personal assistance services to a consumer.

❖ Seat 5 – Jesse Nichols (Awaiting Confirmation from BOS)

Term Expires

Must be a consumer at-large between the ages 18 and 60 years old.

❖ Seat 6 – Rita Semel (Awaiting Reappointment from BOS)

Term Expires March 2022

Must be a member of the Human Services Commission, recommended to the board by the Commission.

❖ Seat 7 – Sascha Bittner

Term Expires March 2025

Must be a member of the Commission on Disability & Aging, recommended to the board by the Commission.

❖ Seat 8 – VACANT

Term Expires

Must be a member of the Health Commission, recommended to the board by the Council.

❖ Seat 9 – Alexander Madrid

Term Expires March 2025

Must be a member of the Mayor's Disability Council, recommended to the Board by the Council.



❖ Seat 10 – VACANT

Term Expires

Must be a consumer over the age of 55 years, authorized to represent organizations that advocate for aging people with disabilities.

❖ Seat 11 – VACANT

Term Expires

Must be a consumer between the ages of 18 and 60, authorized to represent organizations that advocate for younger people with disabilities.

❖ Seat 12 – Daisy McArthur

Term Expires March 2023

Must be a member representing the bargaining unit of the union that represents IHSS Independent Providers.

❖ Seat 13 – Robin Wilson-Beattie

Term Expires March 2023

Must be a consumer at-large who is 18 years of age or older, serving for the unexpired portion of a three-year term ending March 2020





**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

Department of Disability
and Aging Services

Office of Early Care
and Education

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org



London Breed
Mayor

Trent Rhorer
Executive Director

March 14, 2022

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 San Francisco In-Home Supportive Services Public Authority for the provision of Independent Provider (IP) Mode In-Home Supportive Services

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting approval of the grant agreement with San Francisco In-Home Supportive Services Public Authority for the provision of Independent Provider (IP) Mode In-Home Supportive Services for the amount of \$434,709,670 for the period of July 1, 2022 through June 30, 2026. The purpose of this grant is to provide benefits to the Independent Providers (IP) of In-Home Supportive Services Public Authority.

If you need additional information, please contact Annyse Acevedo, Principal Administrative Analyst, at Annyse.Acevedo@sfgov.org.

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

Thank you for your assistance.

Sincerely,

Trent Rhorer
Executive Director

Enclosure



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 . www.sfethics.org

Received On:

File #: 220316

Bid/RFP #:

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

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Annyse Acevedo	(415) 557-6393
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HSA Human Services Agency	annyse.acevedo@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR SF In-Home Supportive Services Public Authority	TELEPHONE NUMBER (415) 243-4477
STREET ADDRESS (including City, State and Zip Code) 832 Folsom Street, 9th Floor, San Francisco, CA 94107	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220316
DESCRIPTION OF AMOUNT OF CONTRACT \$434,709,670		
NATURE OF THE CONTRACT (Please describe) <p>The purpose of the grant is to support Independent Provider (IP) Mode In-Home Supportive Services. This grant supports the overall operations of the San Francisco In-Home Supportive Services Public Authority (SFIHSS PA) including the administration of health and dental benefits, maintenance of an IP Registry, processing of criminal background checks for the IP workforce, including providing LiveScan services, operating a Mentorship Program, and staffing the activities of the IHSS PA Governing Body.</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	Hernandez	Haydee	Board of Directors
2	Nichols	Jesse	Board of Directors
3	Semel	Rita	Board of Directors
4	Bittner	Sascha	Board of Directors
5	Madrid	Alexander	Board of Directors
6	McArthur	Daisy	Board of Directors
7	Wilson-Beattie	Robin	Board of Directors
8	Norman	Eileen	CEO
9	Chau	Loc	CFO
10	Gutierrez	Eren	Other Principal Officer
11			
12			
13			
14			
15			
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.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board

From: [Acevedo, Annyse \(HSA\)](#)
To: [BOS Legislation, \(BOS\)](#); [Wong, Linda \(BOS\)](#)
Cc: [Zaplen, Esperanza \(HSA\)](#); [Nielsen, Jill \(HSA\)](#)
Subject: Proposed Resolution by HSA for Scheduling at Board of Supervisors
Date: Tuesday, March 15, 2022 9:53:12 AM
Attachments: [G-100 \(4-19\) IHSS PA Operations FY22-26 draft.pdf](#)
[Appendix A - IHSS PA 2022-26 FINAL.pdf](#)
[Appendix B - SF IHSS PA - ADMIN HEALTH DENTAL FY2022-26.pdf](#)
[Appendix B.a. - SF IHSS PA - FINGER PRINTING PROJECT FY2022-26.pdf](#)
[Appendix B.b. - SF IHSS PA - ADVISORY COUNCIL FY2022-26.pdf](#)
[Appendix B.c - SF IHSS PA - CMP DPH FY2022-26.pdf](#)
[SFEC Form 126f4BOS Notification of Contract Approval.pdf](#)
[BoS Cover Letter IHSS PA IP Mode FY22-26 signed.pdf](#)
[IHSS PA FY22-26 - Resolution Draft signed.doc](#)
[FW Memo and Draft BoS Resolution for IHSS - Public Authority.msg](#)
[SFEC Form 126f4BOS---Notification of Contract.pdf](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[Board SEAT DESCRIPTIONS 2022_3.14.22.docx](#)

Good Afternoon,

Attached please find a proposed resolution requesting approval of to enter into a new agreement with San Francisco In Home Supportive Services – Public Authority for the provision of Independent Provider Mode grant.

In addition to the cover letter, proposed resolution, and email approval of the proposed resolution, the following supplemental materials are attached:

- Draft G-100 Grant Amendment
- Appendix A – Services to be Provided
- Appendix B – Budget (PA Admin/ Health/ Dental)
- Appendix B(a) – Budget (Fingerprinting Project)
- Appendix B(b) – Budget (Advisory Council)
- Appendix B(c) – Budget (Mentorship Program (DPH))
- Draft Form 126 (Submitted via DocuSign)
- SF In-Home Supportive Services Public Authority board of directors roster

Please calendar this item at the Board’s earliest convenience and advise us of the date of introduction. Please feel free to contact us if you have any questions.

Annyse Acevedo

Principal Administrative Analyst
Office of Contract Management

O: (415) 557-6393

Office Address:

1650 Mission St., 5th Floor, San Francisco, CA 94103

www.SFHSA.org



SAN FRANCISCO
HUMAN SERVICES AGENCY

