



Edwin M. Lee, Mayor

Trent Rhorer, Executive Director

**MEMORANDUM**

**TO:** HUMAN SERVICES COMMISSION

**THROUGH:** TRENT RHORER, EXECUTIVE DIRECTOR

**FROM:** NOELLE SIMMONS, DEPUTY DIRECTOR  
JOHN TSUTAKAWA, DIRECTOR OF CONTRACTS *J4J*

**DATE:** JUNE 17, 2016

**SUBJECT:** CONTRACT RENEWAL: BAY AREA LEGAL AID (NON-PROFIT)  
TO PROVIDE CALWORKS AND PAES CLIENT ADVOCACY AND  
LEGAL SERVICES

	<u>Current</u>	<u>Renewal</u>	<u>Contingency</u>	<u>Total</u>
<b>CONTRACT TERM:</b>	7/1/13- 6/30/16	7/1/16- 6/30/18		
<b>CONTRACT AMOUNT:</b>	\$ 1,173,268	\$795,960	\$79,596	\$875,556
<b>ANNUAL AMOUNT:</b>	FY 16/17 \$397,980	FY17/18 \$397,980		
<b>Funding Source</b>	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u> <u>Total</u>
<b>FUNDING:</b>	\$342,259	\$91,308	\$358,393	\$79,596    \$875,556
<b>PERCENTAGE:</b>	43%	12%	45%	100%

The Department of Human Services (DHS) requests authorization to renew the contract with Bay Area Legal Aid for the two-year period of July 1, 2016 to June 30, 2018, in an amount of \$795,960 plus a 10% contingency for a total amount not to exceed \$875,556. The purpose of the contract is to provide advocacy and legal services to CalWORKS and Personal Assisted Employment Services (PAES) clients.

## **Background**

### The Client Advocacy Program

The PAES and CalWORKs welfare-to-work programs have complicated rules for client participation, work activities requirements, and exemptions. Many clients, who are faced with a wide range of challenges and barriers, often are unaware of their rights or unable to represent their own needs. The complexity of the welfare-to-work programs requires informed, effective representation of clients who may have concerns or complaints about their employment plans. Understanding this need, San Francisco's 1998 Operations Plan for Implementing CalWORKs Welfare-to-Work required that the Department contract out Client Advocate positions to nonprofit agencies that would station advocates in locations easily accessible to participants.

When client-worker disputes cannot be resolved easily, the client advocacy program provides clients assistance in navigating the grievance process to resolve disputes as impartially and effectively as possible. This portion of the contract addresses CalWORKs and PAES participants' concerns and complaints about the following program components:

1. Content or implementation of a welfare-to-work plan
2. Availability and sufficiency of support services
3. Denial of exemptions from work activities, or barriers to volunteer participation

Further, CalWORKs and PAES participants sometimes need legal services to resolve issues that preempt participants from being employed or retaining employment.

### **Services to be Provided**

#### 1. Client Advocacy

Under the direction of a supervising attorney, client advocates for the CalWORKs and PAES programs will:

- Conduct multi-lingual outreach to participants, service providers, community agencies, and other appropriate entities to facilitate referrals, communication and education through informational materials, orientation presentations and site visits
- Receive and resolve complaints or concerns of PAES and CalWORKs clients at neighborhood sites that are accessible to clients in a timely and sensitive manner
- Facilitate the grievance procedure from application through termination by providing clients with an efficient, responsive and sensitive outlet for their concerns and complaints, advising clients during all stages of the grievance procedure and representing the clients during the appeals process
- Investigate allegations and make recommendations for improvements to systemic problems

#### 2. Legal Barriers to Employment

Legal Assistance to remove employment barriers will be offered in several areas of law, including domestic violence/family law, housing (both private and public housing residents), public benefits, health care access, immigration issues related to domestic violence,

professional licensing issues, child support, and consumer law problems. Contractor will provide legal case management, identify each client's legal barriers and give advice, counsel, and representation to resolve legal issues.

3. Employment Barrier Remediation Fund (EBRF)

This fund will be for the purpose of eliminating urgent barriers to employment such as certain traffic tickets and other fees related to violations of the law.

Services will be provided Monday – Friday between 9:00 am to 5:00 pm at 170 Otis, 3120 Mission, 1800 Oakdale, 1235 Mission, and at Bay Legal's San Francisco County regional office located at 1035 Market Street, 6<sup>th</sup> Floor.

**Selection**

Grantee was selected through Request for Proposals #550, which was competitively bid in March 2013.

**Funding**

The Welfare-to-Work/CalWORKs funds are a mix of federal, state and local dollars.

**ATTACHMENTS**

Appendix A

Appendix B

**Appendix A – Services to be Provided**  
**Bay Area Legal Aid**  
**July 1, 2016 to June 30, 2018**

**I. Purpose**

This contract will provide client advocacy services and direct legal services to participants of the Personal Assisted Employment Services (PAES) program, the CalWORKs program and the JobsNOW program. The PAES and CalWORKs Client Advocacy Projects will assist clients in addressing their complaints and concerns regarding receipt of CalWORKs and PAES Employment services. These client advocacy services include assisting the clients through the formal grievance process, if necessary, to adequately address their complaints. The Legal Barriers to Employment Project (LBEP) will assist PAES and CalWORKs recipients in addressing legal problems that interfere with obtaining or retaining employment. The Employment Barrier Remediation Fund (EBRF) is exclusively for unusual expenses not normally approved for payment by HSA and where the clients have actual job offers or evidence of a high likelihood of a job offer upon removal of the barrier. The project at large is staffed with multi and bilingual/bicultural advocates, attorneys, and interpreters who are experienced in providing legal services in English and other key languages, such as Spanish and Chinese.

**II. Definitions**

CalWORKs	California Work Opportunity and Responsibility to Kids welfare-to-work program for families receiving Temporary Aid to Needy Families (TANF) cash aid.
CCAP	CalWORKs Client Advocacy Project, a component of the Client Advocacy Project
Grantee	Bay Area Legal Aid (BayLegal)
HSA, also Department	San Francisco Human Services Agency
EBRF	Employment Barrier Remediation Fund
ES	HSA Employment Specialist
GEPs	Group Employment Preparation sessions
Grievance	This process will adhere to the following procedures and guidelines: 1. Participants may grieve at any stage in the employment plan process, from plan development to completion. Only decisions made by HSA staff as they relate to a CalWORKs or PAES Participant's employment plan are subject to grievance. For example, decisions made by a client's caseworker or other HSA employees concerning the appropriateness of a participant's employment goal or the need for support services to complete the Employment Plan may be grieved.

Grievance Issues	Each client with a meritorious grievance will have access to assistance from a Client Advocate throughout the grievance process.
JobsNOW	A subsidized employment program operated by the SF Human Services Agency Workforce Development Division
LBEP	Legal Barriers to Employment Project
PAES	Personal Assisted Employment Services
PCAP	PAES Client Advocacy Project, a component of the Client Advocacy Project
RCA	Refugee Cash Assistance Program
TANF	Temporary Assistance to Needy Families, the federal welfare to work program known as CalWORKs in California
WPR	Work Participation Rate

### III. Target Population

#### A. CalWORKs Program (CCAP)

The CalWORKs program, which began in San Francisco on April 7, 1998, operates under a work-first model of welfare to work. The complexity of the CalWORKs welfare-to-work program requires informed, effective representation of participants who may have concerns or complaints about their welfare-to-work plans. State law permits CalWORKs participants who do not agree on a work plan to request a new assessment. Each client should have access to assistance from a client advocate throughout the standard grievance process encompassing elements of his or her work plan. The target population will be CalWORKs participants who have concerns about their employment plans and eligibility and/or need assistance in resolving grievances as impartially and effectively as possible. This contract will address CalWORKs participants' concerns and complaints about HSA decisions made as it relates to participants' employment plan:

1. Content or implementation of a welfare-to-work plan
  2. Health and safety
  3. Availability and sufficiency of support services for participants to execute their employment plans
  4. Denial of exemptions from Welfare-to-Work participation, denials of Exempt Welfare-to-Work participants, or barriers to volunteer for Welfare-to-Work activities
- CalWORKs benefits Eligibility issues can be addressed when a client is a Welfare-to-Work participant since problems with benefits eligibility may preclude client from being successful in their employment plan.

CCAP may also provide assistance to clients who need help with their Refugee Cash Assistance. CCAP may also provide assistance to CalWORKs retention clients who exited aid due to earned income within the past 12 months. Such assistance should be designed to help clients retain employment. Concerns about CalWORKs Overpayments alleged in Notices of Action should be addressed via the State Hearing process. If a client did not appeal an alleged overpayment and the overpayment case is with the HSA Investigations Unit, concerns should be addressed to the HSA Investigations Unit.

**B. PAES Program (PCAP)**

For PAES clients with a PAES Employment Specialist, Contractor will assist clients with disputes/issues related to their employment plans at any stage of their PAES employment plan process, and will assist in resolving grievances as effectively as possible. PAES benefits Eligibility issues can be addressed if client is with a PAES ES since problems with an eligibility issue may preclude client from being successful in their employment plan. This includes grievances concerning HSA decisions made as it relates to participants' employment plan and any of the following program components:

1. Content or implementation of a welfare-to-work plan
2. Health and safety
3. Availability and sufficiency of support services for participants to execute their employment plans
4. Denial of exemptions from work activities, or barriers to volunteer participation

PCAP may also provide assistance to former PAES clients who are participants in the JobsNOW program. Such assistance should be designed to help clients retain employment.

**Legal Barriers to Employment Project (LBEP)**

For LBEP clients, Contractor will assist individuals with identified legal barriers that may impede their ability to establish or maintain eligibility for aid and/or their successful transition from welfare to work. By addressing the barriers to employment that may have a legal remedy, this program component provides both CalWORKs and PAES enrollees with free, civil legal services that will enhance the ability of these populations to secure and retain employment. Concerns about PAES Overpayments alleged in Notices of Action should be addressed via the CAAP Hearing process, and by a request for case review information 2 weeks before the hearing, assuming the Contractor has signed on to represent the client at least two weeks before the hearing. If the Contractor has signed on as representatives less than two weeks before the hearing, CAAP shall grant a request for hearing continuance to assure that a timely file review may be done.

**IV. Description of Services for PCAP and CCAP Programs**

Contractor shall provide the following services during the term of this contract:

**A. Administration and Oversight**

1. Contractor will provide administration and oversight of two client advocacy programs: the PCAP and the CCAP. The implementation and the reporting of the two programs will be kept separate.

2. Contractor will hire, supervise and train staff, and manage employer-employee relations for both programs.
3. Contractor will provide the necessary administrative support functions, including monthly billing, reporting, and ancillary administrative tasks that are necessary for the performance of the client advocacy functions.
4. Contractor will monitor and evaluate the quality of PCAP and CCAP services.
5. Contractor will provide reports, per section XI of this appendix.
6. Contractor will maintain client case notes for each advocate, including the date the complaint or referral was received and the level of service provided. Per attorney client privilege, the information contained in these files is confidential. Select case information will be submitted to the Agency as outlined in section XI Reporting Requirements.

B. Orientation/Education/Outreach

1. Contractor will work with participants directly referred to them by CalWORKs and PAES staff, and conduct outreach to participants, service providers, community agencies, and other appropriate entities to facilitate referrals and communication through information materials pre-approved by the CalWORKs and/or CAAP Program Director, Orientation presentations and client information sessions (CalWORKs), Group Employment Preparation Sessions-‘GEPS’ (PAES), and site visits.
2. Contractor will conduct outreach for a specific number of service providers and community agencies as mutually agreed upon by HSA and the Contractor.
3. Contractor will review and update current multilingual educational materials as needed; develop new materials as needed; and widely distribute materials to clients and HSA staff.
4. Contractor will conduct outreach and provide services to CalWORKs and PAES participants, including populations for whom English is a second language.
5. Contractor will help educate participants about their rights and responsibilities with regard to CalWORKs Welfare-to-Work or PAES Employment services.
6. Contractor will educate clients with regard to the grievance process in group settings including the PAES GEP sessions and CalWORKs Orientation.
7. Contractor will inform participants of the availability and purpose of client advocacy services by making presentations at PAES GEP and CalWORKs Orientation sessions.
8. Contractor will provide weekly workshops on a rotating basis at 3120 Mission, 1800 Oakdale, and 170 Otis on issues such as legal advocacy for applications for citizenship (U-visas), criminal record expungement, recovery of driver’s license. These workshops may lead to ongoing individual services, particularly around issues involving counties other than San Francisco.

### C. Advice and Counsel

1. Contractor will receive complaints or concerns from clients at locations and neighborhood sites that represent and are accessible to clients.
2. Contractor will return all participant calls received within 24 work hours.
3. Contractor will respond to client requests for assistance within three working days.
4. Contractor will make referrals as necessary.
5. Contractor will help participants with disabilities or temporary barriers obtain waivers, exemptions and reasonable accommodations as they relate to the individual participant's employment plan.

### D. Complaint Resolution

1. Contractor will maintain a list of systemic problem areas of Eligibility and Welfare to Work that will be discussed bi-monthly with Welfare to Work Services management staff and the HSA Economic Support and Self Sufficiency Deputy Director.
2. Contractor will resolve complaints at the lowest level possible, with the goal of resolving the majority of complaints without having to convene a grievance hearing.
3. Contractor will determine if the client's complaint/issue is under the purview of this contract.
4. Contractor will investigate and determine the validity and nature of reported concerns or complaints. Requests for information from, or meetings with, CalWORKs or PAES staff should be based on current program communication protocol.
5. Contractor will work with the participant and the appropriate HSA management and staff, in an effort to resolve these issues informally, if possible.
6. Contractor will provide efficient and respectful responses to clients' complaints.
7. To fully document all involvement with clients, Contractor will detail all client contacts, attempted contacts, and grievance resolutions in progress notes. All such documentation relating to individual client files is confidential under the attorney-client privilege.
8. Contractor will resolve meritorious disputes about the appropriateness or sufficiency of mental health, substance abuse, and domestic violence support services as they relate to the individual participant's employment plan.
9. Contractor will determine if the complaint is appropriate to take to the grievance level.
10. Biweekly meetings with CalWORKs staff and with CAAP/ PAES staff as necessary, and the Client Advocates will be held in order to resolve specific grievances or issues at the lowest possible level, effectively avoiding the need for formal grievance hearings. Should a formal grievance hearing be



required, committee members will be called on to serve on a panel of three to arbitrate appeals from CalWORKs and PAES clients – no member shall serve on a panel more than once a month

#### E. Grievances

1. Contractor will provide efficient and respectful responses to clients' grievances.
2. Contractor will serve all participants wishing to file a meritorious, formal grievance for disputes not resolved informally.
3. Contractor will follow the terms of the written grievance procedure and facilitate the grievance process from application through resolution by representing the clients throughout the process, providing assistance with mediation during early stages of the grievance procedure, and representation of clients during the appeals process.
4. Contractor will work to complete the grievance process within thirty workdays after receipt of the client's grievance and within 60 days if there is an administrative hearing.

#### F. Grievance Committee

1. The HSA Grievance Committee is a subset of the WTW quarterly Oversight committee, which is made up of participants, service providers, former participants, city department representatives, and other stakeholders provides oversight of the County's CalWORKs program, and CalWORKs and PAES grievance process. Client advocates shall attend, but not be members of the committee, because of the conflict of interest, given that they will be representing clients in committee hearings to review the grievance procedures, particular successes or problems, improvements to the system, and any other relevant topics.
2. Contractor will present the year end summary client advocate report with aggregate data to the committee on an annual basis.

#### G. Systemic Change Recommendations

1. In the course of their work, the Contractor may note problematic procedures or other systemic barriers that make it difficult for clients to succeed in CalWORKs or PAES. The Contractor will ascertain the nature of systemic issues within the CalWORKs and PAES programs that are directly related to specific Client grievances and meet with the respective program management staff to provide feedback regarding these problems and other client service issues and to recommend actions to remedy such concerns or complaints and/or avoid repetition of such.

## V. Description of Services for Legal Barriers to Employment Project (LBEP)

During the term of this contract, contractor will provide the following services at 170 Otis, 3120 Mission, and 1800 Oakdale:

1. Assist both PAES and CalWORKs clients in pre- and post-employment phase of their welfare to work services plan, offering services in several areas of law, including domestic violence/family law, housing (both private and public housing residents), public benefits, health care access, immigration issues related to domestic violence, professional and drivers licensing issues, child support, and consumer law problems. Prospective PAES or CalWORKs clients with a clear and discrete barrier to establishing eligibility for aid can be assisted on a case by case basis.
2. Where assistance is needed in an area beyond Contractor's capacity, contractor will facilitate and make appropriate referral to other legal and non-legal community based organizations.
3. Work with HSA staff to ensure that employment plan activities provide the optimum potential for employment success and are determined with consideration of the participants' legal issues.
4. When requested, Contractor will provide training to HSA staff to explain this program and how to refer clients to Bay Legal.
5. When requested, work with welfare-to-work vocational and education programs citywide and with employers to find solutions to legal issues that may arise.
6. Once clients' legal problems have been identified, staff assigned will develop a strategy to resolve them. This may involve in-house referrals to staff experts in relevant areas of law or outside referral when issues fall outside internal capacity.

## VI. Description of Services for Employment Barrier Remediation Fund (EBRF)

Contractor will administer a fund in the initial amount of \$7,500, subject to augmentation upon approval of PAES and Calworks Program managers during the term of this contract.

**Fund Purpose.** Expenditures from this fund will be for the purpose of eliminating urgent client barriers to employment, (or eligibility for Public Assistance on a case by case basis), that the Human Services Agency (HSA) doesn't pay for with PAES or CalWORKs ancillary funds, such as certain traffic tickets and other fees related to violations of the law. HSA staff will not refer LBEP clients with ordinary ancillary fund needs. This EBRF is exclusively for unusual expenses not normally approved for payment by HSA and where the clients have actual job offers or evidence of a high likelihood of a job offer upon removal of the barrier.

**Issuance Guidelines.** In light of restricted resources, BayLegal will adhere to the following guidelines for issuing funds. To be eligible, clients must:

- Be a prospective PAES or CalWORKs client with a clear and discrete barrier to establishing eligibility for aid that would be removed upon payment of EBRF funds, such as acquiring IDs, having immigration issues, etc.
- Be a PAES or CalWORKs participant with a current signed employment plan.
- Have an open BayLegal case, funded through its HSA contract (LBEP, PCAP, CCAP).

- Present a clear and discrete barrier to employment that would be removed upon payment of EBRF funds.
- At the time of removal of the employment barrier at issue, have received a job offer contingent on removal of the barrier or have a likelihood of receiving a job offer once barrier is removed (e.g. payment of fine causing suspension of CDL where job offered requires a valid CDL).
- Actively cooperate in seeking alternative resources from private funds to address this barrier and/or to minimize total amount of funds required (e.g. by performing community service to pay off traffic fines).
- Not have previously had a payment made by BayLegal or HSA for the same expense.
- EBRF funds may also be used to make payments to the CA Department of Motor Vehicles for print-out reports of individuals' driving records. This specific use of the EBRF need not be governed by the client's immediate likelihood of employment.

#### **Procedure**

- Prior to the expenditure of funds, BayLegal will engage in advocacy efforts to minimize the dollar amount of the loan and to remove other barriers to employment. This advocacy will include a request to HSA to cover the expenditure with PAES or CalWORKs ancillary funds
- Clients will sign an unenforceable agreement to repay the "loan." In the event of non-repayment, clients will not be eligible to apply for future assistance from the EBRF but no legal enforcement action will be attempted. BayLegal will impress on clients its expectation that they repay their loans.
- As part of the payment approval process, the client will sign a limited release of information form to permit BayLegal to inform the client's Employment Specialist that the expenditure of funds for a specific purpose has been approved.
- Funds will be disbursed primarily to third-party vendors, not to clients directly.
- Should the initial fund be exhausted, BayLegal may apply for supplemental funds which approval will be in the sole discretion of the PAES and CalWORKs Program Directors.

#### **VII. Description of Services for Project at Large**

- Provide culturally competent services. The project is staffed with multi- and bilingual/bicultural advocates, attorneys, and interpreters who are experienced in providing legal services in English and other key languages, such as Spanish and Chinese.
- Staff of both components will be trained to identify issues and make internal referrals accordingly.
- Conduct outreach and education to relevant client communities to inform them of their rights and the availability of project services.
- Develop and distribute informational and educational materials to client communities.
- Develop procedures for tracking 100% of all referrals including the initial contact date, source and nature of the issue, resolutions date, and outcome of the concerns/complaints handled.

- Develop, track and evaluate the method of resolving disputes between clients and employment specialists.

## VIII. Staffing Requirements

### A. General Requirements

1. Contractor will provide a supervising legal attorney for supervision and oversight of all staff, including law clerks; development of initial and ongoing advocate trainings; performance of regular case reviews and strategy sessions; effective supervision of the advocates' performance of their duties, and assistance to the advocates in assisting clients.
2. Contractor will provide receptionist/translator and secretary/translator capabilities.
3. Contractor will provide staff with demonstrated knowledge of services/processes available to CalWORKs and PAES participants in order to be able to serve participants in the most effective manner.
4. Hours: Client advocates will maintain regular office hours Monday through Friday (see Section VIII), and will also make themselves available by appointment by phone during evenings and Saturdays, when necessary, to maximize accessibility to clients who are employed.
5. Volunteer, intern and work-study law students will be utilized in the course of assistance provided by this project.

### B. CCAP Requirements

1. Contractor will provide a minimum of one full-time Client Advocate (100% FTE, 37.5 hours/week) to be out-stationed at 170 Otis, 3120 Mission /1800 Oakdale and at Bay Legal's San Francisco County regional office. More staffing can be assigned based on CCAP program needs. Out-stationed locations and neighborhood sites are ADA accessible to the CalWORKs (TANF) population. Client advocate staff will have communication capability in Spanish, Cantonese and Vietnamese. The Department will provide workstations at each site outfitted with a desk, secure file cabinet, and phone line for local and long-distance calls, as pertinent to the client's case. Contractor is required to provide personal computer(s) for the program advocates.

### C. PCAP Requirements

1. Contractor will provide one full-time (100% FTE, 37.5 hours/week) Client Advocate to conduct multiple outreaches per week at locations jointly determined by BayLegal and HSA that are accessible to the PAES population. The client advocate will maintain regular outreach hours. More staffing can be assigned based on PCAP program needs.
2. When multilingual advocates or law students are not readily available at the various outreach locations, monolingual clients will be referred back to Bay Legal (1035 Market Street, 6<sup>th</sup> Floor) for legal information available in their self-selected language. Clients requiring more than legal information will

also be referred back to BayLegal's Market Street location for further assistance.

- D. LBEP Requirements. There are no specific staffing requirements for LBEP, as long as Contractor provides the staffing necessary to provide the level of services required under the contract.

### **IX. Hours of Service Delivery**

Project services are provided Monday-Friday, during regular business hours (9 a.m. to 5 p.m.) at BayLegal's San Francisco office (1035 Market Street, 6<sup>th</sup> floor). CCAP services will also be provided at 170 Otis, 1800 Oakdale, and 3120 Mission Street. PCAP outreach services will be available at 1235 Mission Street and other specified locations jointly determined by BayLegal and HSA. Appointments are available at other times by arrangement if necessary to meet client needs.

### **X. Service Objectives**

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

A. For CCAP:

1. Attend 80% of CalWORKs orientations per month to make presentations and distribute information to clients regarding their rights and how to access the services provided by the program.
2. Provide client education (through either orientations or outreach efforts) to a minimum of 1,000 clients each year.
3. Provide advice and counsel to a minimum of 500 clients each year.
4. Provide conflict (complaint) resolution services to a minimum of 150 clients each year.

B. For PCAP:

1. Attend 80% of PAES GEP graduations and D+ sessions each month to make presentations and distribute information to clients regarding their rights and how to access the services provided by the program.
2. Provide client education (through GEP presentations, appraisal presentations, outreach efforts) to approximately 1,200 clients each year.
3. Provide advice and counsel to a minimum of 850 clients each year.
4. Provide conflict resolution services to a minimum of 70 clients each year.
5. Maintain a list of systemic problem areas that will be discussed quarterly with PAES and Welfare to Work Division (WDD) management staff.

C. For LBEP:

1. Provide legal services (including advice and counsel, brief services and extended legal representation) to at least 100 present and former CalWORKs and PAES participants who have an identified legal barrier to
2. employment. Eligible enrollees include:
  - a. Current CalWORKs and PAES recipients and former recipients who are/were receiving employment services, for up to one year after termination of aid if they are in job retention and/or employed, regardless of income.

- b. Clients who are not receiving CalWORKs for themselves but are counted in the TANF WPR denominator, such as those who are timed out, sanctioned, or fleeing felons.
  - c. Clients who are employed at the time of LBEP intake but then lose their employment while BayLegal is providing assistance.
3. Offer a minimum of one workshop a month on legal issues including but not limited to domestic-violence-related family law (including immigration issues such as U visas and VAWA), housing (including specialized assistance to public and assisted housing residents), public benefits, immigration issues such as sponsorship or public charge, health care access, drivers and professional licenses, expungement of criminal records, and consumer law problems.
- D. Project at Large
- 1. Respond to 100% of requests for general information and make 90% initial contact with clients within three (3) business days of the receipt of the request or complaint from the client.

## **XI. Outcome Objectives**

On an annual basis, Contractor will meet the following outcome objectives:

- A. Respond to 100% of requests for general information and make 90% initial contact with clients within three (3) business days of the receipt of the request or complaint from the client.
- B. For both CCAP and PCAP, resolve 90% of all grievances without convening a grievance hearing.
- C. For both CCAP and PCAP, resolve 80% of all welfare-to-work grievances within 30 working days after receipt of complaint.
- D. For both CCAP and PCAP, for all grievances that reach the hearing stage, resolve 80% of such grievances by the 30<sup>th</sup> workday following initiation of the grievance hearing procedure.
- E. In order to assess client satisfaction and to identify areas for project improvement, upon closure of a case, both BayLegal staff will send an evaluation form to all PAES and CalWORKs clients whose cases were accepted for either brief legal assistance or full representation to solicit feedback on the services provided. Results from the returned evaluations will be compiled and reported to SF HSA at the end of the contract cycle,- a minimum of 75% of clients responding will rate the accessibility, quality and applicability of client advocacy services at least 3 or above on a five-point scale as having been effective in the resolution of a concern/grievance.
- F. 80% of participants receiving LBEP services will have all identified legal problems addressed through legal counsel, brief services, representation or referral. A participant will be considered to have completed the program when an identified

legal barrier has been addressed through counsel and advice, brief services, representation, or other assistance.

## **XII. Reporting Requirements**

A. Monthly Reports for Client Advocacy Program. Contractor will submit monthly reports regarding contract performance. Contractor is responsible for presenting cases that are accurate in content. Separate reports will be submitted for the two programs, CCAP and PCAP. Both reports will follow the same format, as follows:

1. Reports will list the progress toward the service and outcome objectives, as stated in Sections IX and X of this appendix, and will include monthly and year-to-date summary numbers for each objective.
2. Reports on Outreach. For Departmental events, Contractors will report on the monthly report the number of such events the client advocates attended.
3. Reports will also contain a narrative describing general problems, issues, comments and worksite visit observations and recommendations. These reports will list responses by SFHSA and progress towards resolving the identified issues.
4. Reports will include detailed information for each individual complaint initiated and/or active during that month. The detailed information will include Bay Legal case number, client zip code, client ethnicity, client gender, HSA worker name and unit number, description of problem, complaint initiation date, and complaint status as of seven, 30, and 60 days.
5. Contractor will attach copies of any new and/or revised outreach and educational materials.
6. Supporting documentation for the numbers presented in the reports will be maintained by the Contractor and will be available for auditing by the Department but need not be attached to the reports.
7. Monthly reports are due 15 days after the end of the month.

B. Monthly Reports for Legal Barriers to Employment. Reports are due 15 days after the end of each month. Contractor will submit reporting on a monthly basis of:

1. An ongoing list of all cases that remain open each month
  - Identified by Contractor's internal case numbers
  - The legal problem(s) presented in each case (i.e. the barrier)
  - Outcome of case, i.e. remediation of barrier(s)
  - The source of referral, i.e. the Department, CBO, or self-referral, and
  - A key to any relevant barrier coding if necessary to interpret data.
2. Contractor will provide Social Security Numbers (the last four digits only) of clients served on a monthly basis to the Department's Office of Contract Management only, along with the submission of monthly invoices. Said data will be sorted by program, CalWORKs or PAES; however the data will not be shared with CalWORKs or PAES program staff.

C. Year End Summary Report

Contractor shall submit a 9-month report on the progress of all contracted objectives for both the Client Advocacy Program and the Legal Barriers to Employment Program in

the second year of the contract. This report will cover the period beginning July 1 and ending March 31 and will be due April 15.

D. Grantee will develop and deliver ad hoc reports as requested by HSA.

E. CCAP reports are to be submitted to the following:

1. Noelle Simmons, Economic Support and Self Sufficiency Deputy Director, A600
2. Tony Lugo, Welfare to Work Services Director, EC00
3. Anna Pineda-Martinez, CalWORKs Program Manager, C000
4. Drake Herrador, Contract Manager, drake.herrador@sfgov.org

at

SF Department of Human Services  
P.O. Box 7988  
San Francisco, CA 94120-7988

F. PCAP reports are to be submitted to the following:

1. Noelle Simmons, Economic Support and Self Sufficiency Deputy Director, A600
2. Tony Lugo, Welfare-to-Work Services Director, EC00
3. Rosana Soriano, CAAP Program Director, U000
4. Bernadette Santos, PAES Employment Services Manager, E100
4. Drake Herrador, Contract Manager, drake.herrador@sfgov.org

at

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P.O. Box 7988  
San Francisco, CA 94120-7988

G. Legal Barriers to Employment reports are to be submitted to:

1. Tony Lugo, Welfare-to-Work Services Director, EC00
2. James Whelley, Workforce Development Mnager, 8E00 , and
3. Drake Herrador, Contract Manager, drake.herrador@sfgov.org

at

SF Department of Human Services  
P.O. Box 7988  
San Francisco, CA 94120-7988

H. The nine-month report is to be submitted to all of the report recipients in E., F., and G above and to Bill Wedemeyer, Work force Community Services Manager, E300.

### **XIII. Other Requirements**

The department agrees to exclude client information for the Legal Barriers to Employment Services in their employment plan. Under some circumstances, however, HSA staff may need to know if specific legal barriers have been remediated prior to or during the course of employment plan development. Under such circumstances, if the client or the Employment



Specialist notifies the Contractor that information regarding the status of barrier/s removal is requested, Contractor will:

- A. Prepare, for the client's signature, a letter summarizing the client's legal barriers to employment and the status of efforts to remove the barriers.
- B. Ask the client to sign the letter signifying consent to share the information with the Department.
- C. Upon obtaining the client's signature, Contractor will send the letter directly to the requesting HSA staff.
- D. The HSA staff can then direct follow-up questions to the Contractor if necessary. Those questions will preferably be in writing, such as electronic mail, though there may be a telephone conversation, if warranted in a particular case.
- E. In terms of timeline, Contractor will provide a status summary of barrier remediation within one month of initial request, and, if the barriers are not yet resolved at that point in time, a final status summary after the barriers are removed will be provided.

#### **XIV. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reported progress towards meeting service and outcome objectives.
- 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
1	<b>HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM</b>			
2				
3				
4				
5	Name			
6	<b>BAY AREA LEGAL AID</b>			<b>Appendix B</b>
7	(Check One)    New        Renewal <input checked="" type="checkbox"/> Modification _____			
8	If modification, Effective Date of Mod.		No. of Mod.	
9	Program: CalWORKs and PAES Client Advocacy Services			
10	Budget Reference Page No.(s)			
11	Program Term	7/1/16-6/30/17	7/1/17-6/30/18	Total
12	<b>Expenditures</b>			
13	Salaries & Benefits	\$372,538	\$374,512	\$747,050
14	Operating Expense	\$25,442	\$23,468	\$48,910
15	<b>Subtotal</b>	<b>\$397,980</b>	<b>\$397,980</b>	<b>\$795,960</b>
16	Indirect Percentage (%)			\$0
17	Indirect Cost (Line 16 X Line 15)	\$0	\$0	\$0
18	Capital Expenditure	\$0	\$0	\$0
19	<b>Total Expenditures</b>	<b>\$397,980</b>	<b>\$397,980</b>	<b>\$795,960</b>
20	<b>HSA Revenues</b>			
21	General Fund	\$171,629	\$171,629	\$343,258
22	Federal Funds (CFDA 93.558; TANF)	\$180,697	\$180,697	\$361,393
23	State	\$45,654	\$45,654	\$91,308
24				
25				
26				
27				
28				
29	<b>TOTAL HSA REVENUES</b>	<b>\$397,980</b>	<b>\$397,980</b>	<b>\$795,960</b>
30	<b>Other Revenues</b>			
31				
32				
33				
34				
35				
36	<b>Total Revenues</b>	<b>\$397,980</b>	<b>\$397,980</b>	<b>\$795,960</b>
37	Full Time Equivalent (FTE)			
39	Prepared by: Ami Cruz-Barroga		Telephone No.:	Date: May 13, 2016
40	HSA-CO Review Signature: _____			
41	HSA #1			11/15/2007

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	A	B	C	D	E	F	G	I
1								
2								
3								
4		Program: CalWORKs and PAES Client Advocacy Services						Page 2 of 3
5		(Same as Line 9 on HSA #1)						
6								
7		<b>Salaries &amp; Benefits Detail</b>						
8								
9								
10						7/1/16-6/30/17	7/1/17-6/30/18	
11		Agency Totals		For HSA Program		For DHS Program	For DHS Program	TOTAL
12		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	7/1/16 to 06/30/18
13	13	Managing Attorney	\$122,343	5%	5%	\$6,117	\$6,270	\$12,387
14	14	Supervising Attorney	\$81,744	50%	50%	\$40,872	\$41,894	\$82,766
15	15	Staff Attorney	\$54,113	50%	50%	\$27,057	\$24,960	\$52,017
16	16	Staff Attorney	\$50,817	25%	25%	\$12,704	\$13,022	\$25,726
17	17	Staff Attorney	\$50,018	100%	100%	\$50,018	\$51,268	\$101,286
18	18	Advocate	\$45,728	100%	100%	\$45,728	\$46,871	\$92,599
19	19	Advocate	\$59,179	100%	100%	\$59,179	\$60,658	\$119,837
20	20	Advocate	\$59,479	85%	85%	\$50,557	\$48,773	\$99,330
21	21	Advocate	\$65,384	5%	5%	\$3,269	\$3,351	\$6,620
22	22							\$0
23	23							\$0
24	24							\$0
25	25							\$0
26	26							\$0
27	27							\$0
28	28							\$0
29	29							\$0
30	30	TOTALS	\$588,805	5.20	5.20	\$295,501	\$297,067	\$592,568
31	31							
32	32	FRINGE BENEFIT RATE	26.07%					
33	33	EMPLOYEE FRINGE BENEFITS	\$153,501			\$77,037	\$77,445	\$154,482
34	34							
35	35							
36	36	TOTAL SALARIES & BENEFITS	\$742,306			\$372,538	\$374,512	\$747,050
37	37	HSA #2						11/15/2007

	A	B	C	D	E	F	G	H	I	J	K
1											Appendix B, Page 3 of 3
2											Document Date: 5/13/2016
3											
4	Program Name:										
5	(Same as Line 9 on HSA #1)										
6											
7	<b>Operating Expense Detail</b>										
8											
9											
10											
11											TOTAL
12	<u>Expenditure Category</u>				TERM	<u>7/1/16-6/30/17</u>	<u>7/1/17-6/30/18</u>				\$ -
13	Rental of Property					\$16,768	\$13,885				\$ 30,653.00
14	Utilities(Elec, Water, Gas, Phone, Scavenger)					\$1,106	\$1,718				\$ 2,824.00
15	Office Supplies, Postage					\$907	\$919				\$ 1,826.00
16	Building Maintenance Supplies and Repair										\$ -
17	Printing and Reproduction					\$391	\$460				\$ 851.00
18	Insurance										\$ -
19	Staff Training										\$ -
20	Staff Travel-(Local & Out of Town)										\$ -
21	Rental of Equipment					\$1,270	\$1,486				\$ 2,756.00
22	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE										
23											\$ -
24											\$ -
25											\$ -
26											\$ -
27											\$ -
28	OTHER										
29	Employment Barrier Remediation Fund					\$5,000	\$5,000				\$10,000
30											\$ -
31											\$ -
32											\$ -
33											\$ -
34											
35	TOTAL OPERATING EXPENSE					\$25,442	\$23,468		\$0		\$48,910
36											
37	HSA #3										11/15/2007