



**SAN FRANCISCO  
HUMAN SERVICES AGENCY**

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

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San Francisco, CA  
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**London Breed**  
Mayor

**Trent Rhorer**  
Executive Director

**MEMORANDUM**

**TO:** HUMAN SERVICES COMMISSION

**THROUGH:** TRENT RHORER, EXECUTIVE DIRECTOR

**FROM:** DAN KAPLAN, DEPUTY DIRECTOR  
ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS

**DATE:** JUNE 20, 2024

**SUBJECT:** NEW CONTRACT: **ZORAH BRAITHWAITE (FOR PROFIT)** TO PROVIDE PART-TIME FAIR HEARING OFFICER SERVICES

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**CONTRACT TERM:** JULY 1, 2024 – JUNE 30, 2028

<b>CONTRACT AMOUNT:</b>	<u>New</u>	<u>Contingency</u>	<u>Total</u>
	\$338,000	\$33,800	\$371,800

<b>ANNUAL AMOUNT:</b>	<u>FY24-25</u>	<u>FY25-26</u>	<u>FY26-27</u>	<u>FY27-28</u>
	\$84,500	\$84,500	\$84,500	\$84,500

<b>FUNDING:</b>	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
	\$253,500	\$40,560	\$43,940	\$33,800	\$371,800
<b>PERCENTAGE:</b>	75%	12%	13%		100%

The Human Services Agency (HSA) requests authorization to enter into a contract with Zorah Braithwaite for the period of July 1, 2024 through June 30, 2028, in an amount of \$338,000 plus a 10% contingency for a total amount not to exceed \$371,800. The purpose of the contract is to provide a part-time fair hearing officer in the County Adult Assistance Program (CAAP) Fair Hearings division.

**Background**

San Francisco Administrative Code sections 20.7-45 and 20.7-50, and the United States Supreme Court case of Goldberg v. Kelly, 397 U.S. 254

(1970) require the government to provide a pre-termination evidentiary hearing before it can terminate an individual's public assistance in order to satisfy basic tenets of due process. The Fair Hearing Officer conducts these hearings for the San Francisco County Adult Assistance Program and provides the checks and balances that are legally required to ensure the program affords clients due process of law before their benefits are negatively impacted.

The Part-Time Fair Hearing Officer services began in 2015 due to the number of fair hearings scheduled doubling.

### **Services to be Provided**

Contractor shall conduct fair hearings for the County Adult Assistance Program (CAAP) with clients who are faced with reduction of grant amount or discontinuance and are requesting a fair hearing.

Contractor will provide a *minimum* of four hearing days per month, covering vacation and other leaves by the lead hearing officer, not to exceed an average of 122 hours per quarter. Such service shall include the ability to keep up with state and local regulatory changes that govern fair hearings, participate in settlement discussions, fair hearing trainings, policy discussions, provide documented decisions, and liaise with CAAP Program staff and clients.

Hearings are held at 1235 Mission Street, San Francisco, or at another location designated by HSA. Hearings are generally held between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

### **Selection**

Contractor was selected through Request for Proposals (RFP) #1111, which was competitively bid in April of 2024.

### **Funding**

Funding for this contract is provided by County, State, and Federal funds.

### **ATTACHMENTS**

Appendix A – Services to be Provided

Appendix B – Budget

**Appendix A – Services to be Provided**  
**Zorah Braithwaite**  
**Part-Time Fair Hearing Officer**  
**July 1, 2024 – June 30, 2028**

**I. Purpose of Contract**

The purpose of the contract is to provide a part-time hearing officer in the County Adult Assistance Program (CAAP) Fair Hearings division of the Department of Human Services Agency (HSA).

**II. Definitions**

CAAP	County Adult Assistance Program
CARBON	Contracts Administration, Reporting and Billing On Line System
CDSS	California Department of Social Services
Contractor	Zorah Braithwaite
HSA	Human Services Agency of the City and County of San Francisco
SFAC	San Francisco Administrative Code

**III. Target Population**

The Contractor shall conduct fair hearings for the County Adult Assistance Program (CAAP) and clients served who receive public assistance and are facing a reduction in their grant amount or a discontinuance of their grant and are requesting a fair hearing.

**IV. Description of Services**

1. Contractor shall cover a minimum of four hearing days per month, as directed by the Director of Investigations or his or her designee, based on workflow and number of hearings scheduled by fair hearing staff.
2. Contractor shall cover vacation and other leaves by the lead hearing officer, not to exceed an average of 122 hours per quarter.
3. Services shall include but not be limited to:
  - a. The contractor shall keep itself fully informed of all applicable laws and regulations that govern fair hearings, including State law, sections of the San Francisco Administrative Code (SFAC), case law, and administrative rules and regulations that govern hearings.
  - b. Conduct hearings
  - c. Write decisions within applicable time frames

- d. Participate in settlement discussions
- e. Review good cause requests
- f. Consult with program staff as needed
- g. Consult with clients when supervisor review is requested and/or is necessary to resolve an issue.
- h. Participate in policy discussions that pertain to the fair hearing process from time to time with HSA management, opposing counsel, and program staff.

**V. Location and Time of Services**

Hearings are held at 1235 Mission Street, San Francisco, or at another location designated by HSA. Hearings are generally held between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

**VI. Service Objectives**

- 1. Contractor shall cover a minimum of four hearing days per month.
- 2. Contractor is required to attend 100% of all hearings each day when they are scheduled as the hearing officer.

**VII. Reporting Requirements**

- A. Contractor shall provide monthly statistics regarding fair hearings conducted. These statistics shall include the number of hearings requested and held, the outcome, and any other data that fair hearings staff requests. Contractor may also be asked to provide additional reports on an as-needed basis, as determined by HSA management.
- B. Contractor will provide a monthly report of activities, referencing the tasks as described in Section VI - Service Objectives. Contractor will enter the monthly metrics in the CARBON database by the 15th of the following month.
- C. Contractor will provide an annual report summarizing the contract activities, referencing the tasks as described in Section VI - Service Objectives. This report will also include accomplishments and challenges encountered by the Contractor. Contractor will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Contractor will provide Ad Hoc reports as required by the Department.
- E. For assistance with reporting requirements or submission of reports, contact:

Rocio Duenas  
Rocio.Duenas@sfgov.org  
Principal Contract Manager, Office of Contract Management

or

Jennifer Williams  
Jennifer.Williams@sfgov.org  
Program Manager, Division of Investigations

## **VIII. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of back-up documentation for reporting progress towards meeting service objectives.

**Appendix B – Budget**  
**Zorah Braithwaite**  
**Part-Time Fair Hearing Officer**  
**July 1, 2024 – June 30, 2028**

- I. Contractor will bill at the rate of **\$172** per hour and will provide a minimum of four hearing days per month, not to exceed an average of 122 hours per quarter.
  
- II. Annual Amounts
  - a. FY24-25: \$84,500
  - b. FY25-26: \$84,500
  - c. FY26-27: \$84,500
  - d. FY27-28: \$84,500
  
- III. Total contract amount is **\$338,000** plus a 10% contingency amount of **\$33,800** for a total not to exceed amount of **\$371,800**.
  
- IV. Contractor shall submit invoices on a monthly basis. Invoices shall detail the services provided, the staff providing the service, the number of hours provided, and the dates of service provision.
  
- V. Contractor understands that, of the maximum dollar obligation listed in Article 3.3 of this Agreement, \$33,800 is included as a contingency amount and is not available to the Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Appendix B, which has been approved by Contract Manager. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Human Services Agency laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.
  
- VI. A final closing invoice, clearly marked “FINAL,” shall be submitted no later than sixty (60) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City’s final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Calculation of Charges attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.