Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

SAN FRANCISCO
HUMAN SERVICES AGENCY

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

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

DATE: OCTOBER 17, 2025

SUBJECT: CONTRACT MODIFICATION: **ZORAH BRAITHWAITE** (FOR PROFIT) FOR PROVISION OF PART-TIME FAIR HEARING OFFICER SERVICES

	Current	Mod	Revised	Contingency	Total
CONTRACT TERM:	7/1/24-6/30/28	10/01/25-6/30/28	7/1/24-6/30/28		
CONTRACT AMOUNT:	$371,800	$135,000	$506,800	$50,680	$557,480
MODIFIED ANNUAL AMOUNT:	FY 24-25	FY 25-26	FY 26-27	FY27-28	
	$118,300	$129,500	$129,500	$129,500	
FUNDING SOURCE:	County	State	Federal	Contingency	Total
	$380,100	$60,816	$65,884	$50,680	$557,480
PERCENTAGE:	75%	12%	13%		100%

The San Francisco Human Services Agency (SFHSA) requests authorization to modify the existing contract with Zorah Braithwaite for the period of October 1, 2025 through June 30, 2028 in the additional amount of $135,000 plus a 10% contingency for a revised total amount not to exceed $557,480. The purpose of this modification is to increase the number of hours the part-time fair hearing officer provides for the County Adult Assistance Program (CAAP) Fair Hearings Division.

Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

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 175 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.

The requested increase, which averages to 2.2 days per month and will cover hearings held during the HSA full-time permanent Fair Hearing Officer's approved leaves, as well as assist with a new class of state-mandated hearings that accommodate due process reviews for HSA investigations and determinations in Electronic Benefits Transfer (EBT) fraud cases.

Location

Hearings are held at 1235 Mission Street, San Francisco, or at another location designated by the Human Services Agency (HSA). Hearings are generally held between the hours of 9:00 AM and 4:00 PM, Monday through Friday.

Selection

Contractor was selected through Request for Proposals (RFP) #1111 Part Time Fair Hearing Officer, which was competitively bid on April 17, 2024.

Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

Funding

Funding for this contract is provided through Federal, State, and County General Funds.

ATTACHMENTS

Appendix A-1, Services to be Provided
Appendix B-1, Calculation of Charges

Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

Appendix A-1: Services to be Provided
Zorah Braithwaite
Part-Time Fair Hearing Officer Services
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	SFHSA's web-based Contracts Administration, Reporting, and Billing On-line System
CDSS	California Department of Social Services
City	City and County of San Francisco, a municipal corporation
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 175 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,

Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

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 virtually via online teleconference. 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:

Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

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

or

Margarita Gatam
Margarita.Gatam@sfgov.org
Contract Manager, Office of Contract Management

VIII. Monitoring Activities

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

Docusign Envelope ID: D1464F9F-2619-47C2-A4A7-C43F12932AD2

Appendix B-1: Calculation of Charges
Zorah Braithwaite
Part-Time Fair Hearing Officer Services
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 175 hours per quarter.

II. Annual Amounts:

a. Fiscal Year 2024-2025: $118,300
b. Fiscal Year 2025-2026: $129,500
c. Fiscal Year 2026-2027: $129,500
d. Fiscal Year 2027-2028: $129,500

III. Total contract amount is $506,800 plus a 10% contingency amount of $50,680 for a total Not-to-Exceed-Amount (NTE) of $557,480.

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, $50,680 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-1, 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.