City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS **FIRST** AMENDMENT ("Amendment") is made as of **January 1, 2026**, in San Francisco, California, by and between **A&A Health Services, LLC.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein extend the performance period , increase the contract amount, and update standard contractual clauses; and

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WHEREAS, Department is authorized under Administrative Code Section 21A.4 to procure from Service Providers (as that term is defined in Section 21A.4(a)(6)) directly, without the approval of the Purchaser and without adhering to the requirements of Section 21.1 or Chapter 14B of the Administrative Code, or any other applicable competitive procurement requirement, and this Amendment is consistent with Administrative Code 21A.4; and

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WHEREAS, this Amendment is consistent with an approval obtained on November 17, 2025 from the Civil Service Commission under PSC number DHRPSC0005440 which authorizes the award of multiple agreements, the total value of which cannot exceed $53,000,000 and the individual duration of which cannot exceed 36 months; and

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WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under Resolution _____[insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing July 1, 2024 and ending June 30, 2029 and

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WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

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Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2024 between Contractor and City.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the Original Agreement currently reads as follows:

> 2.1 **Term.** The term of this Agreement shall commence on 07/01/24 and expire on 06/30/26, unless earlier terminated as otherwise provided herein.

Such section is hereby amended in its entirety to read as follows:

> 2.1 **Term.** The term of this Agreement shall commence on July 1, 2024 and expire on June 30, 2029, unless earlier terminated as otherwise provided herein.

2.2 **Financial Matters**. Section 3.3.1 Calculation of Charges of the Original Agreement currently reads as follows:

> 3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Nine Million Nine Hundred Thirty-Two Thousand Six Hundred Seventy-Five Dollars ($9,932,675), the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late

payments. City will not honor minimum service order charges for any Services covered by this Agreement.

Such section is hereby amended in its entirety to read as follows:

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Thirty Two Million Six Hundred Fifty Four Thousand Eight Hundred Seventy Five Dollars $32,654,875, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 **Appendix A.** Appendix A, A-1, B, B-1 is hereby replaced in its entirety by Appendix A, A-1, B, B-1 (Fiscal Year 25-26), attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A, A-1, B, B1 in any place, the true meaning shall be Appendix A, A-1, B, B-1 which is a correct and updated version.

2.3 **Appendix D.** Appendix D, System Access Agreement (SAA) is hereby removed from this Agreement as the terms and conditions in this appendix have been determined to not apply to the services provided under this Agreement.

2.4 **Appendix E**. Appendix E, Business Associate Agreement (BAA) is hereby removed from this Agreement as the terms and conditions in this appendix have been determined to not apply to the services provided under this Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 3.7 Contract Amendments; Budgeting Revisions.** *Section 3.7 of the Agreement is replaced in its entirety to read as follows:*

3.7 **Contract Amendments; Budgeting Revisions.**

3.7.1 **Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 3.7.2 must not involve an increase in the Maximum Cost or Amount

Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

3.2 Section 11.14 Notification of Legal Requests. *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

3.3 Section 13.3 Business Associates Agreement *is replaced in its entirety to read as follows:*

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement ("BAA") that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Arnulfo Medina
Deputy City Attorney

CONTRACTOR
A&A Health Services, LLC.

Signed by:
11/13/2025 | 8:13:34 PST
A391AAB1143C402...

Betty Dominici
Chief Executive Officer
3201 Danville Blvd., Suite 265
Alamo, CA 94507

City Supplier number: 0000046539

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Luis Calderon, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third-Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

P. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

1) Staff evaluations completed on an annual basis.

2) Personnel policies and procedures in place, reviewed and updated annually.

3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC) to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement may be provided to the City through federal, State or private grant funds. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

2. Description of Services

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

The detailed description of services is listed below and are attached hereto:

Appendix A-1 – A&A Health Services

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1. **Identifiers:**
   Program Name: A&A Health Services
   3201 Danville Blvd. 265
   Alamo, CA 94507
   (415) 7107538
   WWW.aaahealthservices.com

   Andrew Dominici, Executive Director
   (925) 854-8163
   Email Address: andrew@aaahealthservices.com

   Program Code(s) (if applicable): N/A

   - **Service Locations:**
     - **A and A Health Services – San Pablo**
       13956 San Pablo Avenue
       San Pablo, CA 94806
       (510) 609-4040

     - **A and A Health Services – San Francisco (aka Victoria's House)**
       658-666 Shotwell Street
       San Francisco, CA 94110
       (415) 710-7538

2. **Nature of Document:**
   ☐ Original ☒ Contract Amendment ☐**Revision to Program Budgets (RPB)**

3. **Goal Statement:**
   Provide 12-month rehabilitation services in the Adult Residential Care (aka Board and Care) setting to clients from San Francisco that need to transition from acute setting to a lower level of care and provide services that will help them be more independent when they are discharged.

4. **Priority Population:**
   A&A Health Services will provide residential services to clients between the age of 18 and 64 that suffer from metal illness or multiple diagnosis.

5. **Modality(s)/Intervention(s):**

   See A & A Health Services Rate Sheet FY 25-26.

6. Methodology:

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement: A&A Health Services will work with the team to let everyone know what services are provided by email or fax.

B. Admission, enrollment and/or intake criteria and process where applicable: The SF Department of Public Health (DPH) team will be informed of the A&A Health Services decision whether to admit or not within 72 hours of receipt of referral packet. The facility admission agreement must be signed by the facility administrator within five business days of admission and the Initial Assessment and Treatment Plan must be signed and sent to the San Francisco DPH – Behavioral Health Services (BHS) Residential System of Care (RSOC) Placement Director r or their designee or clients conservator within 14 days.

San Francisco residents admitted to the A&A Health Services facilities, recognized as a Adult Residential Facility (ARF), will be 18 to 64 years old and have dual or multiple diagnoses requiring a structured, rehabilitating environment program that will maximize each client's potential to re-join and re-engage in the community. Individuals admitted to A&A Health Services must have behavioral health issues and have medical conditions and/or physical impairments requiring special assistance that might include the use of a wheelchair, walkers, or cane; individuals may also have vision and/or hearing loss, or speech impairment.

A&A Health Services facilities will primarily admit San Francisco residents directly from acute, medical inpatient units, jail, and clients in community setting when appropriate. All programs provided by A&A Health Services are 24-hour services. The facilities aim to discharge clients within 12 months of their admissions. However, length of stay may vary for each client and is determined by the client's individual assessment and treatment plan developed within 14 days of admission.

The RSOC Placement Director or their designee will authorize referrals to the facilities into contracted beds. All such referrals will have been approved for Residential Care Facility level of care by BHS Utilization Management.

C. Service delivery model: A&A Health Services is open 24/7. It's San Pablo facility provides care to 225 residents and San Francisco facility (Victoria's House) to 46 clients. A&A Health Services takes a four-pronged approach to care, incorporating evidence based therapeutic modalities. A&A Health Services empower clients to determine their own pace as they progress through our program. Clients are consistently supported throughout their recovery by our strengths-based, person-centered approach.

A&A Health Services will provide:

- Annual Individual Treatment Plan
- Documentation in residents' record of the facility's follow-up care regarding dental and eye care in addition to any necessary medical care.

- Transportation and escort for clinic visits when necessary
- Adherence to all protocols regarding conserved residents, including issues of clients' refusal of medication or treatment services.
- Assistance and cooperation in efforts to obtain clients entitlements. The facility will collect, documents and report to County SSI, VA and other third-party payments.
- Assistance clients in registering for SF Homelessness and Supportive Housing Department's Coordinated Entry System, possibly within 30 days of a client's admission the facility.
- The facility will abide by all admissions and discharge notification requirements and keep and report comprehensive bed data when applicable.
- Each A&A Health Services facility will provide a tracking and census report via email/fax to the BHS - RSOC Placement Director or their designee that will include the following:
    A. Census report by the 1st of the month
    B. New admits since previous Month (clients and date)
    C. Discharge since previous month
    D. Transfers and returns from acute hospitalizations since previous month
    E. Bed holds
    F. Other activity/information

D. Each A&A Health Services facility will provide upon request the following individual reports:
1. Medication list- MARs
2. Lab results for selected medications
3. Incident reports:

E. Discharge Planning and exit criteria and process: When requested to make resident ready for discharge and or transfer, the facility will prepare paperwork for resident discharge and make all arrangements within five working days of written receipt from RSOC team.

F. Program staffing: A&A Health Services has 24/7 staffing, including Mental Health Workers, Social Workers, Nurses, Medication Technicians, Cooks, Housekeeping, Executive Director. The facilities will abide by the Department of Social Services – Community Care Licensing Division's regulations in terms of staffing requirements.

G. Vouchers: None

7. Objectives and Measurements:
All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled "Behavioral Health Services - Performance Objectives – Applicable Fiscal Year"

8. Continuous Quality Improvement:

A&A Health Services utilizes online training provided by Relias Learning, LLC to train staff who require at least 10 hours of training per month. Also, A&A has in-service training/communication during change of shift to communicate any unusual incident.

All the documents for training are online and in the Executives Directors office.

Relias Training:

- HIPAA Privacy Rules
- Caring for clients with HIV (Support and education)
- Caring for clients that are going through transition
- Personal Care to clients that have PTSD from Sexual Abuse
- Medication Management

A&A Health Services takes over 300classes that the licensing board requires for the staff annually.

A&A Health Services fully complies with SF DPH – BHS Cultural Competency and Equity goals and standards.

9. Required Language:
N/A

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):
N/A

Scope of Work

San Francisco residents admitted to the A&A Health Services facilities recognized as an Adult Residential Care Facility- (ARF) will be 18 to 64 years old and have dual or triple diagnoses requiring a structured, rehabilitating environment program that will maximize each client's potential to re-join and re-engage in the community. The program goal at each A&A Health Services facility is to provide innovative, recovery-based programs and maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community.

Individuals admitted to A&A Health Services must have behavioral health issues and have medical problems and/or physical impairments requiring special assistance that might include the use of wheelchairs, walker or cane; individuals may also have vision and/or hearing loss, or speech impairment.

A&A Health Services facility(s) will primarily admit San Francisco residents directly from acute psychiatric units, medical inpatient units, Mental Health Rehabilitation Center, Jail Health Services, and clients in community settings when appropriate.

The San Francisco Behavioral Health Services (BHS) Residential System of Care (RSOC) Placement Director or their designee will authorize referrals to the facilities into contracted beds. All such referrals will have been approved for Adult Residential Facility level of care by the BHS Utilization Management team.

Each San Francisco resident admitted to the facility into a contract bed will be reviewed every thirty (30) days by the BHS RSOC Utilization Reviewer, who will monitor on-going treatment and progress toward treatment goals including discharge as soon as clinically appropriate.

A&A Health Services system of services shall provide an opportunity for consumers to be transferred from within the A&A Health Services system of programs to a lower level of care as appropriate with the approval of the RSOC Placement Authorizer. The transfer to a higher level of care for psychiatric or medical stabilization will not necessarily require that the client be sent back to ZSFGH. However, there may be times when the stabilization needs are too great for a A&A Health Services facility and transfer to ZSFGH may be required.

If a San Francisco resident on a voluntary status or on public or private conservatorship is referred by a RSOC Placement Authorizer to the facility, an addendum to the admission agreement will be signed by public/private conservator or voluntary resident ***in advance of admission*** indicating that the voluntary individual or private conservator will comply with RSOC Utilization Reviewer's decisions regarding the individual's readiness to move to a lower level of care.

All programs provided by A&A Health Services are 24 hours services. Length of stay may vary for each client and is determined by the clients' individual assessment and treatment plan develop within the first 14 days of admission.

The following A&A Health Services facilities are covered under this Appendix A:

ARF level:
A&A Health Services - San Pablo: Refer to App B
A&A Health Services – San Francisco Victoria's Place: Refer to App B

Admission Expectations

The RSOC Placement Director or their designee will be informed of the A&A Heath Services decision whether to admit or not admit within 72 business hours of receipt of the referral packet.

The facility's admission agreement must be signed by the facility's administrator within five (5) business days of admission, and the "Initial Assessment and Treatment Plan" must be signed and sent to the RSOC Placement Director or his/her designee and the client's conservator (if conserved) within fourteen (14) calendar days and must include:

1. Admitting diagnoses, primary, and secondary.

2. Current signs and symptoms of psychiatric impairment and/or any pre-existing medical conditions.
3. Long and short-term goals that are based on individual resident capabilities and that are realistically attainable by resident.
4. Measurable objectives with specific time frames.
5. Includes input from interdisciplinary teams.
6. Estimated duration of treatment reflecting justification for continued stay and identification of obstacles to community placement.

The admission documentation will include the following:
1. The following demographic data will be collected for the purpose of conducting treatment and outcome evaluations: sex, gender identity, age, race, marital status, legal status, and primary language.

Ongoing Expectations

A&A Health Services will provide:
1. Annual Individualized Treatment Plan addressing client's admitting primary, secondary and tertiary diagnoses
2. Documentation in resident's record of the facility's follow-up care regarding dental and eye care in addition to any necessary medical care.
3. Transportation and escort for clinic visits when necessary.
4. Adherence to all protocols regarding conserved residents, including issues of resident refusal of medications or treatment services.
5. Medication refills and reconciliation by keeping residents' medication reconciliation documents up to date. When a resident is on medication which requires a strict regimen, A&A is responsible for refilling medication and lab tests as necessary.
6. Assistance and cooperation in efforts to obtain resident entitlements. The facility will collect, document and report to the County the SSI, VA and other third party payments
7. Assistance in registering residents for the SF Department of Homelessness and Supportive Housing (DHSH) - Coordinated Entry System within 30 days of the client's admission in order to support the client's independent living after 12 months of rehabilitation at A&A.
8. Submit to San Francisco BHS Billing Office, monthly invoices per the agreement with San Francisco Billing Office. Invoice attachments will include specific to each facility:
    a. Resident's last name
    b. Resident's first name
    c. Days per month and daily rate
9. The facility will abide by all admission and discharge notification requirements for tracking of comprehensive bed data when applicable.
10. Each A&A Health Services facility will provide a tracking and census report via email/fax to the RSOC Placement Director or their designee that will include the followings:
        10.a.1. Each new admission and discharge to the RSOC Placement Director within 24 hour of the resident status change.
    b. Census report (Monthly, by the 1st of the month)
        10.b.1. Current census and daily rate
        10.b.2. New admits since previous Month (client name and date)
        10.b.3. Discharges since previous Month (client name and date)
        10.b.4. Transfers to and returns from acute hospitalizations since previous Month
        10.b.5. Bed holds
        10.b.6. Other activity/information

Discharge Expectations

A&A Social work (CLINICAL) documentation shall begin at point of admission with updates based on evaluation of resident's functional capacity. Documentation shall be relevant to resident's treatment goals and plans. Barriers to discharge will be identified and interventions that will address and/or resolve those barriers will be documented.

RSOC Utilization Reviewer, working with Intensive Case Management (ICM) staff and other case managers involved in resident's care will interface on a regular basis but no less than quarterly basis with the program social services staff regarding the discharge readiness of residents.

When requested to make a resident ready for discharge or transfer, the facility(s) will prepare all paperwork for resident discharge and make all arrangements within five (5) working days of written receipt from RSOC Placement staff, conservator, or ICM staff.

Prior to initiating an eviction, A&A Health Services administration staff shall consult with RSOC Utilization Review staff and a resident's conservator to minimize the risk of the resident's losing their placement at A&A Health Services and to allow time for identifying and addressing the resident's concerns, if applicable. A&A Health Services shall provide SFBHS RSOC Utilization Reviewer and the client's conservator a copy of the thirty (30) day notice regarding the intent to evict a resident who occupies a bed covered by this agreement

The program will notify the SFBHS RSOC Placement Director or their designee by email, fax or telephone on the day of discharge of any San Francisco resident.

The program will send medication(s) and follow-up prescription(s) information with resident upon discharge.

Quality of Care

A&A Health Services facilities will participate in quality of care (critical incident) conferences involving San Francisco residents and provide RSOC Unitization Reviewer and conservator with incident report within 24 hours of incident.

A&A Health Services Facilities in conjunction with SFBHS RSOC Utilization Reviewer will identify on a regular basis, obstacles to discharge for San Francisco residents who are not ready for discharge or have discharge potential within 90 days.

A case conference involving A&A Health Services Facilities staff, RSOC Utilization Reviewer, and LPS Conservator shall be held at the point a San Francisco resident has been at A&A Health Services Facilities for nine months. A case conference update will be held each 3 months thereafter until individual is successfully discharged.

A&A Health Services Facilities agrees to comply with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and DPH/BHS-required Client Satisfaction survey.

Appendix B
Calculation of Charges

1. Method of Payment

A. For the purposes of this Section, "General Fund" shall mean all those funds, which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices, which include General Fund monies. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix **A** times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) For contracted services reimbursable by Fee for Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year 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 Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) For contracted services reimbursable by Cost Reimbursement:

A final closing invoice clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include

only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

D. Upon the effective date of this Agreement, and contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

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2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto:

Appendix B-1 A&A Health Services Sheet

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **$**2,961,055 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. 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 Department of Public Health 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.

C. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2024 to June 30, 2025	$ 5,018,360
July 1, 2025 to June 30, 2026	$6,168,865
July 1, 2026 to June 30, 2027	$6,168,865
July 1, 2027 to June 30, 2028	$6,168,865
July 1 2028 to June 30, 2029	$6,168,865
Subtotal	**$29,693,820**
Contingency @ 12% (July 1, 2025 to June 30, 2029)	$2,961,055
Total Revised Not-to-Exceed Amount	**$32,654,875**

3. Services of Attorneys

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

4. State or Federal Medi-Cal Revenues

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

5. Reports and Services

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

A&A Health Services Rate Sheet FY 25-26

Location: San Pablo

Funding Source Code: 240645-21531-10037398-0005
Funding Source Code: 240645-10000-10026703-0001

Funding 7/1/25-6/30/26:
UP to 25 Beds x $205/day x 365/days

Service Code	Rate
251-B&C	$ 205.00

The bed rate for the San Pablo facility is $205, the flat rate per bed per day. It is estimated that San Pablo will have approximately 25 beds per month, which may be adjusted throughout the year depending on need. The San Francisco Department of Public Health will only pay for occupied beds. The estimated annual budget will not exceed $1,870,625.

Location: Shotwell, San Francisco

Funding Source Code: 240645-21531-10037398-0004

Funding 7/1/25-6/30/26 =
46 Beds x $256/day x 365/days = $4,298,240

Service Code	Rate
251-B&C	$ 256.00

The San Francisco Department of Public Health will purchase 46 beds at the A&A San Francisco facility, called Victoria's House, regardless of occupancy. The bed rate is $256, the flat rate per bed per day. The total budget for the San Francisco facility will be $4,298,240.

Total Budget for both A&A San Pablo and A&A San Francisco is up to $ 6,168,865 for FY25-26.