

File No. 220382

Committee Item No. 17

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

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Board of Supervisors Meeting Date \_\_\_\_\_

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Completed by: Brent Jalipa Date May 6, 2022

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Contract Amendment - Community Forward SF Inc. - Fiscal Intermediary and Support  
2 Services for Medical Respite and Sobering Center Program - Not to Exceed \$40,218,177]

3 **Resolution approving Amendment No. 2 to the agreement between Community**  
4 **Forward SF Inc. and the Department of Public Health, for fiscal intermediary and**  
5 **support services for the Medical Respite and Sobering Center Programs, to increase**  
6 **the agreement by \$17,031,257 for an amount not to exceed \$40,218,177; to extend the**  
7 **term by two years, from June 30, 2022, for a total agreement term of July 1, 2017,**  
8 **through June 30, 2024; and to authorize the Department of Public Health to enter into**  
9 **amendments or modifications to the contract prior to its final execution by all parties**  
10 **that do not materially increase the obligations or liabilities to the City and are**  
11 **necessary to effectuate the purposes of the contract.**

12  
13 WHEREAS, The Department of Public Health (DPH) selected Community Forward SF (CFSF)  
14 through a Request for Proposal (RFP) process, RFP36-2013, to provide Fiscal Intermediary  
15 and support services for the Medical Respite and Sobering Center programs, providing  
16 temporary, coordinated health and supportive social services to stabilize residents of San  
17 Francisco who have substance use disorders, who are homeless, or who are medically frail  
18 and recovering from hospitalization or an Emergency Department visit, to improve their health  
19 status; and

20 WHEREAS, DPH entered into an agreement on July 1, 2017, to provide these services  
21 for two years, with the term of July 1, 2017, through June 30, 2019, in an amount not to  
22 exceed \$8,823,784, and

23 WHEREAS, The Board of Supervisors approved an amendment to the agreement  
24 extending the term of the agreement by three years from July 1, 2019, through June 30, 2022,

1 for a total term of five years, July 1, 2017, through June 30, 2022, for a total contract amount  
2 not to exceed \$23,186,920 through Resolution No. 176-19 (File No. 190105); and

3 WHEREAS, The DPH wishes to increase the agreement by \$17,031,257 for an amount  
4 not to exceed \$40,218,177; to extend the term by two years, from June 30, 2022, for a total  
5 agreement term of July 1, 2017, through June 30, 2024; now, therefore, be it

6 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
7 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
8 City and County of San Francisco, to execute Amendment No. 2 to the agreement with  
9 Community Forward SF to provide Fiscal Intermediary and support services for the Medical  
10 Respite and Sobering Center programs, providing temporary, coordinated health and  
11 supportive social services to stabilize residents of San Francisco who have substance use  
12 disorders, who are homeless, or who are medically frail and recovering from hospitalization or  
13 an Emergency Department visit, to improve their health status for an amount not to exceed  
14 \$40,218,177 for a total agreement term of July 1, 2017, through June 30, 2024; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
16 Public Health to enter into any amendments or modifications to the contract, prior to its final  
17 execution by all parties, that the Department determines, in consultation with the City  
18 Attorney, are in the best interests of the City, do not otherwise materially increase the  
19 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
20 the contract, and are in compliance with all applicable laws; and be it

21 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
22 by all parties, the Director of Health and/or the Director of the Office of Contract  
23 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion  
24 into the official File No. 220382.

1 RECOMMENDED

2     /s/    

3 Dr. Grant Colfax

4 Director of Health

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<p><b>Item 17</b> <b>File 22-0382</b></p>	<p><b>Department:</b> Public Health (DPH)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve Amendment No. 2 to the contract between the Department of Public Health (DPH) and Community Forward SF Inc. for the Medical Respite and Sobering Center program, extending the term by two years through June 2024, and increasing the not-to-exceed amount by \$17,031,257, for a total not to exceed \$40,218,177.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• In 2017, DPH awarded a contract to Community Awareness and Treatment Services (CATS, now known as Community Forward) to operate the Medical Respite and Sobering Center, for a term of two years and an amount not to exceed \$8,823,784. In 2019, the Board of Supervisors approved Amendment No. 1 to the contract, extending the term by three years through June 2022 and increasing the not-to-exceed amount to \$23,186,920.</li> <li>• Under the contract, Community Forward operates the Medical Respite at 1171 and 1179 Mission Street and Sobering Center at 1185 Mission Street. The Medical Respite has 75 beds to provide temporary housing with supportive services for medically frail homeless people leaving the hospital or emergency department. The Sobering Center provides safe temporary shelter and medical oversight for inebriated individuals who are typically homeless.</li> <li>• The proposed Amendment No. 2 would also add funding for the Managed Alcohol Program, COVID-19 Medical Respite, and Sobering Center. The Managed Alcohol Program has 20 beds to provide temporary housing and supportive services to homeless people with alcohol use disorder. The COVID-19 Medical Respite and Sobering Center has 35 units to provide temporary housing/shelter for medically frail homeless people with medical necessity related to COVID-19.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed Amendment No. 2 would increase the not-to-exceed amount of the Community Forward contract by \$17,031,257 for a total not to exceed \$40,218,177. Based on revised projected expenditures that more accurately estimate future year spending, while retaining a 12 percent contingency and annual escalation, the Budget and Legislative Analyst recommends amending the proposed resolution to reduce the not-to-exceed amount of the contract by \$1,418,177, for a total not to exceed \$38,800,000.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>• Amend the proposed resolution to reduce the not-to-exceed amount of the contract by \$1,418,177, for a total not to exceed \$38,800,000.</li> <li>• Approve the resolution as amended.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

In November 2013, the Department of Public Health (DPH) issued a Request for Proposals (RFP) to solicit providers for fiscal intermediary services for the San Francisco Homeless Outreach Team (SF HOT) and Medical Respite and Sobering Center. Community Awareness and Treatment Services (CATS), now known as Community Forward SF Inc. (Community Forward), was deemed the highest scoring responsive and responsible proposer.

In July 2017, DPH executed a contract with CATS for the Medical Respite and Sobering Center program for a term of two years, from July 2017 through June 2019, in an amount not to exceed \$8,823,784.<sup>1</sup> The contract scope of work defined (a) the support services to be provide by CATS to Medical Respite and Sobering Center clients, and (b) CATS’ responsibility for constructing additional Medical Respite and Sobering Center space to add beds, which was completed in FY 2017-18. In April 2019, the Board of Supervisors approved Amendment No. 1 to the contract, extending the term by three years through June 2022, and increasing the not-to-exceed amount by \$14,363,136, for a total not to exceed \$23,186,920 (File 19-0105).

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve Amendment No. 2 to the Medical Respite and Sobering Center contract between DPH and Community Forward, extending the term by two years through June 2024 and increasing the not-to-exceed amount by \$17,031,257, for a total not to exceed \$40,218,177.

Under the contract, Community Forward operates the Medical Respite at 1171 and 1179 Mission Street and Sobering Center at 1185 Mission Street. The Medical Respite has 75 beds to provide temporary housing with supportive services for medically frail homeless people leaving the hospital or emergency department. Due to the COVID-19 pandemic, Medical Respite capacity is capped at approximately 50-55 beds. The Sobering Center provides safe temporary shelter and medical oversight for inebriated individuals who are typically homeless. Clients to both facilities are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and the Homeless Outreach Team.

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<sup>1</sup> CATS had been providing behavioral health services, including fiscal intermediary service to support SF HOT, through a 2010 contract with DPH. After the 2013 RFP, DPH amended the 2010 contract with CATS to add Medical Respite and Sobering Center services. In December 2015, the Board of Supervisors approved an amendment to extend the contract through December 2017. In July 2017, DPH removed the Medical Respite and Sobering Center programs from the larger CATS contract to create a stand-alone contract.

In addition to the medical respite and sobering center, the proposed Amendment No. 2 would add funding for the Managed Alcohol Program and COVID-19 Medical Respite and Sobering Center at Site 42, located at 465 Grove Street. The Managed Alcohol Program has 20 beds to provide temporary housing and supportive services to homeless people with alcohol use disorder. The COVID-19 Medical Respite and Sobering Center has 35 units to provide temporary housing/shelter for medically frail homeless people with medical necessity related to COVID-19. Like the main Medical Respite and Sobering Center programs, this program provides services to individuals leaving the hospital or emergency department or are inebriated.

### Performance Monitoring

DPH suspended scoring of contractors due to the COVID-19 pandemic. However, the FY 2019-20 monitoring reports for the Community Forward contract generally show satisfactory performance and no plans of corrective action have been identified. According to Michelle Ruggels, DPH Business Office Director, monitoring reports for FY 2020-21 are in progress but have not yet been completed.

### FISCAL IMPACT

The proposed Amendment No. 2 would increase the not-to-exceed amount of the Community Forward contract by \$17,031,257 for a total not to exceed \$40,218,177. Actual and projected expenditures by year are shown in Exhibit 1 below.

#### Exhibit 1: Actual and Projected Contract Expenditures by Year

Year	Expenditures
FY 2017-18 (Actual)	\$4,092,040
FY 2018-19 (Actual)	3,644,714
FY 2019-20 (Actual)	4,486,467
FY 2020-21 (Actual)	5,143,949
<i>Subtotal Actual Expenditures</i>	<i>\$17,367,170</i>
FY 2021-22 (Projected)	6,659,259
FY 2022-23 (Projected)	6,816,140
FY 2023-24 (Projected)	6,978,275
<i>Subtotal Projected Expenditures</i>	<i>\$20,453,674</i>
<b>Actual and Projected Expenditures</b>	<b>\$37,820,844</b>
Contingency (11.7% of Projected Expenditures)	2,397,333
<b>Total Not-to-Exceed</b>	<b>\$40,218,177</b>

Source: Proposed Amendment No. 2

DPH has estimated FY 2021-22 expenses to be \$6,659,259 based on staffing costs, operating costs, indirect costs, and an HVAC repair capital expenditure. DPH projects costs in future years to increase by approximately 2.4 percent. A contingency of approximately 11.7 percent is included in case annual escalation exceeds 2.4 percent. According to Kelly Hiramoto, DPH Office of Contracts Management and Compliance Acting Supervisor, DPH anticipates that the COVID-19 Program will last through June 30, 2023 and that the Managed Alcohol Program will last indefinitely. Projected expenditures in FY 2021-22 are shown in Exhibit 2 below. The Medical

Respite, Sobering Center, and COVID-19 Programs are funded by the City's General Fund. The Managed Alcohol Program is funded by Proposition C funds.<sup>2</sup>

### Exhibit 2: Projected FY 2021-22 Contract Expenditures

	Medical Respite/ Sobering Center	Managed Alcohol Program	COVID-19 Program	Total
Salaries	\$1,836,114	\$153,088	\$268,035	\$2,257,237
Benefits	550,834	45,926	80,411	677,171
Operating Expenses <sup>3</sup>	1,966,131	279,421	408,680	2,654,232
Capital Expenses (HVAC)	232,324	-	-	232,324
<b>Subtotal Direct Expenses</b>	<b>\$4,585,403</b>	<b>\$478,435</b>	<b>\$757,126</b>	<b>\$5,820,964</b>
Indirect Expenses (15%, Excluding Capital) <sup>4</sup>	652,962	71,765	113,569	838,296
<b>Total</b>	<b>\$5,238,365</b>	<b>\$550,200</b>	<b>\$870,695</b>	<b>\$6,659,260</b>

Source: Proposed Amendment No. 2

As mentioned above, DPH anticipates that the COVID-19 program will end June 30, 2023. DPH also does not anticipate additional capital improvements beyond the HVAC repair. Therefore, the projected expenditures provided by DPH, which show annual 2.4 percent increases, are likely overestimates for FY 2022-23 and FY 2023-24. Revised actual and projected expenditures are shown in Exhibit 3 below.

### Exhibit 3: Actual and Projected Expenditures, Revised by BLA

	Medical Respite/ Sobering Center	Managed Alcohol Program	COVID-19 Program	Total
FY 2021-22 (Projected)	\$5,238,365	\$550,200	\$870,695	\$6,659,260
FY 2022-23 (Projected)	5,126,186	563,405	891,592	6,581,182
FY 2023-24 (Projected)	5,249,214	576,927	-	5,826,141
<b>Subtotal Projected Expenditures</b>	<b>\$15,613,765</b>	<b>\$1,690,532</b>	<b>\$1,762,286</b>	<b>\$19,066,584</b>
Contingency (12%)	1,873,652	202,864	211,474	2,287,990
<b>Total Projected Expenditures</b>	<b>\$17,487,417</b>	<b>\$1,893,396</b>	<b>\$1,973,761</b>	<b>\$21,354,574</b>
Actual Expenditures (Through FY 2020-21)				\$17,367,170
<b>Revised Actual and Projected Expenditures</b>				<b>\$38,721,744</b>

Source: BLA Analysis of Proposed Amendment No. 2-

Based on revised projected expenditures that more accurately estimate future year spending, while retaining a 12 percent contingency and annual escalation, the Budget and Legislative

<sup>2</sup> Proposition C, approved by San Francisco voters in November 2018, is a gross receipts tax to fund housing and homelessness services.

<sup>3</sup> Operating expenses include rent, utilities, building repair and maintenance, materials and supplies, training, insurance, laundry, permits, equipment, travel, security, janitorial services, vehicle costs, client related costs, food and food preparation, and set-up costs.

<sup>4</sup> Indirect expenses include management and administrative staffing costs and operating costs incurred by the provider that are indirect to the services provided in the contract.



Analyst recommends amending the proposed resolution to reduce the not-to-exceed amount of the contract by \$1,418,177, for a total not to exceed \$38,800,000.

### **RECOMMENDATIONS**

1. Amend the proposed resolution to reduce the not-to-exceed amount of the contract by \$1,418,177, for a total not to exceed \$38,800,000.
2. Approve the resolution as amended.

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between **Community Forward SF** (“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 to extend the term, increase the contract amount and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-36-2013 issued on October 10, 2013 and this modification is consistent therewith; and

WHEREAS, approval for the Agreement was obtained on June 19, 2017 from the Civil Service Commission under PSC number 48652-16/17 in the amount of \$233,200,000 for the period commencing June 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_.

NOW, THEREFORE, Contractor and the City 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, 2017 between Contractor and City.

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

**2.1 Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

**2.2 Term of the Agreement. Section 2.1 Term of the Agreement currently reads as follows:**

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) July 1, 2017 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

**2.3 Compensation. Section 3.3.1 Payment currently reads as follows:**

**3.3.1 Payment**

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Three Million One Hundred Eighty-Six Thousand Nine Hundred Twenty Dollars (\$23,186,920)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

**3.3.1 Calculation of Charges**

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made<sup>4</sup> for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Forty Million Two Hundred Eighteen Thousand One Hundred Seventy-Seven Dollars (\$40,218,177)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

**2.4 Getting Paid by the City for Goods and/or Services. The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.**

**3.3.6 Getting paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

**2.5 Federal and/or State Funded Contracts.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.7 in its entirety.*

**3.3.7 Grant Funded Contracts.**

(c) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

**2.6 Payment Terms. Payment Due Date.** The following is hereby added to Article 3.3.8 of the Agreement:

**3.3.8 Payment Terms. Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

**2.7 Audit and Inspection of Records.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.*

**3.4 Audit and Inspection of Records.**

3.4.1 Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

3.4.2 If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are

paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

**2.8 Contract Amendments; Budgeting Revisions.** *The following is hereby added to Article 3.7 of the Agreement:*

### **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 purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

**3.7.3 City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

**2.9 Qualified Personnel:** *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

### **4.2. Qualified Personnel**

**4.2.1** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

### **4.2.2 Contractor Vaccination Policy.**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

**2.10 Subcontracting.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.3 in its entirety.*

#### **4.3 Subcontracting.**

**4.3.1** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

**4.3.2** Contractor will not employ subcontractors.

**2.11 Assignment.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety.*

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Contractor (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.12 Bonding Requirements.** *The following is hereby deleted from Article 4 of the Agreement.*

**4.7 Bonding Requirements.** The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than \$2,000,000 to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

**2.13 Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

**5.1 Insurance**

**5.1.1 Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
- (f) Reserved. (Technology Errors and Omissions Coverage).
- (g) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
- (h) Reserved. (Pollution Liability Insurance).

**5.1.2 Additional Insured Endorsements**

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

**5.1.3 Waiver of Subrogation Endorsements**

- (a) The Workers’ Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### 5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

#### 5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: [insurance-contractsrms410@sfdph.org](mailto:insurance-contractsrms410@sfdph.org) .

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2.14 Indemnification.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

#### 5.2 Indemnification.



**5.2.1** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

**5.2.2** In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

**5.2.3** Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

**2.15 Withholding.** *The following is hereby added to Article 7 of the Agreement.*

### **7.3 Withholding**

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

**2.16 Termination and Default,** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

### **8.2 Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

**2.17 Rights and Duties upon Termination or Expiration,** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4.1 in its entirety:*

**8.4 Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

**2.18 Consideration of Salary History.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

**10.4 Consideration of Salary History.**

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

**2.19 Minimum Compensation Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.7 in its entirety:*

**10.7 Minimum Compensation Ordinance.**

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

**2.20 Health Care Accountability Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.8 in its entirety:*

**10.8 Health Care Accountability Ordinance.**

Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**2.21 Limitations on Contributions** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

**10.11 Limitations on Contributions**

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

**2.22 Distribution of Beverages and Water** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

**10.17 Distribution of Beverages and Water.**

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

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

**2.23 Notice to the Parties.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

**11.1 Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY:	Office of Contract Management and Compliance Department of Public Health  1380 Howard Street San Francisco, California 94103	FAX: (415) 252-3088 e-mail: <a href="mailto:David.Folmar@sfdph.org">David.Folmar@sfdph.org</a>
And:	<b>ELIZABETH DAVIS</b> CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: <a href="mailto:ELIZABETH.DAVIS@SFDPH.ORG">ELIZABETH.DAVIS@SFDPH.ORG</a>
To CONTRACTOR:	COMMUNITY FORWARD SF 1171 MISSION STREET  SAN FRANCISCO, CA 94103	FAX: (415) 241-1176 e-mail: <a href="mailto:KARA.ZORDEL@communityforwardsf.org">KARA.ZORDEL@communityforwardsf.org</a>

**2.24 Incorporation of Recitals.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety*

**11.3 Incorporation of Recitals.**

The matters recited above are hereby incorporated into and made part of this Agreement.

**2.25 Order of Precedence.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety*

**11.13 Order of Precedence.**

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated January 7, 2014. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict

of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

**2.26 Notification of Legal Requests.** *The following is hereby added to 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.

**2.27 Certification Regarding Lobbying.** *The following is hereby deleted from Article 12 of the Agreement:*

**12.2 Certification Regarding Lobbying.**

12.2.1 Contractor certifies to the best of its knowledge and belief that: No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

12.2.2 If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

12.2.3 Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

12.2.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2.28 Ownership of City Data.** *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.4 in its entirety:*

**13.4 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

**2.29 Management of City Data and Confidential Information:** *The following is hereby added to Article 13 of the Agreement:*

**13.5 Management of City Data and Confidential Information.**

**13.5.1 Use of City Data and Confidential Information.** Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.5.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**2.30 Protected Health Information:** *The following is hereby added to Article 13 of the Agreement:*

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

**2.31 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.32 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.33 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.**

**2.34 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.35 Appendix H, Grant Terms is hereby deleted from the Agreement.**

**2.36 Appendix I, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

### **Article 3 Effective Date**

**Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

### **Article 4 Legal Effect**

**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, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

Recommended by:

\_\_\_\_\_  
Grant Colfax  
**Director of Health**  
**Department of Public Health**

Approved as to Form:

David Chiu  
City Attorney


By: \_\_\_\_\_  
Louise Simpson  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

**CONTRACTOR**

**Community Forward SF**

DocuSigned by:  
 3/22/2022 | 5:19 PM PDT

\_\_\_\_\_  
**KARA ZORDEL**  
**Chief Executive Director**  
1171 Mission Street  
San Francisco, CA 94103

City Supplier ID:  
0000022483

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

1. **Terms**
  - A. Contract Administrator
  - B. Reports
  - C. Evaluation
  - D. Possession of Licenses/Permits
  - E. Adequate Resources
  - F. Admission Policy
  - G. San Francisco Residents Only
  - H. Grievance Procedure
  - I. Infection Control, Health and Safety
  - J. Aerosol Transmissible Disease Program, Health and Safety
  - K. Acknowledgement of Funding
  - L. Client Fees and Third Party Revenue
  - M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System
  - N. Patients' Rights
  - O. Under-Utilization Reports
  - P. Quality Improvement
  - Q. Working Trial Balance with Year-End Cost Report
  - R. Harm Reduction
  - S. Compliance with Behavioral Health Services Policies and Procedures
  - T. Fire Clearance
  - U. Clinics to Remain Open
  - V. Compliance with Grant Award Notices

2. **Description of Services**
3. **Services Provided by Attorneys**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, 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, CONTRACTOR 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.

Detailed description of services are listed below and are attached heret

**Appendix A-1            Medical Respite Sobering Center;**

**Appendix A-2            Managed Alcohol Program Site 42; One Time Funding HVAC**

**Appendix A-3            COVID-19 Medical Respite Sobering Center Site 42**

**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.





**6. Methodology:**

Medical Respite has 75 respite beds to provide temporary housing with supportive services for medically frail homeless persons leaving the hospital or the emergency department. The Sobering Center provides safe temporary shelter and medical oversight for inebriated individuals who are typically homeless. Clients to both facilities are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and SFHOT. SFDPH will provide clinical services for MRSC including medical personnel, social workers, and case managers.

- While 75 respite beds is our normal census, we can only offer between 50 and 55 beds during COVID due to safety concerns with distancing.
  - We have been closely following DPH guidelines and the Order Of The Health Officer Of The City And County Of San Francisco and putting in place protocols that allows our clients and staff to be in a safe environment. This includes and is not limited to conducting fewer group activities, offering rapid testing for our clients and staff onsite, ensuring proper protocols with outside visitors at the front desk, following through and keeping records of vaccination mandates, ensuring all guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine).
- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to clients of MRSC through its partnership with DPH.
- B. At admission CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility
- C. Service Delivery Model: CFSF will provide quality supportive services for the Medical Respite and Sobering Center clients including, but not limited to:
- a. Staffing for desks at 1171 and 1179 Mission St. by Medical Respite Workers 24 hours per day, 7 days per week. Staffing for the Sobering Center desk at 1185 Mission from 4pm to 8am 7 days per week.
  - b. Materials and assistance for immediate client health and hygiene related needs, seeking nursing support as needed.
  - c. Preparation and serving of nutritious meals including ordering food and supplies, facility food storage, cooking meals, serving meals, bussing tables, and cleaning & sanitizing dishware.
  - d. Assisting health care providers with client navigation and clinic flow.
  - e. Monitoring client belongings at their bedside.
  - f. Maintenance and cleaning of the facility.
  - g. Laundering of client linens and belongings weekly.
  - h. Transportation to and from appointments and other essential services from **8am-7pm Monday-Friday**.
  - i. Coordination with DPH concerning Life Safety Issues.

- j. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
  - i. At least one employee or independent contractor of SAF will be on site to provide security services.
  - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
  - iii. SAF shall monitor the interior of the facility at 1171, 1179, and 1185 Mission St. for disruptive behavior on the part of any CFSFs' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF's management staff.
  - iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders by the Neighbor.
  
- D. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge, and transportation to discharge location approved by the DPH treatment team.
  
- E. See Appendix B Salaries and Benefits page

**7. Objectives and Measurements:**

**A. Standardized Objectives:** All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 21-22.

**8. Continuous Quality Improvement:**

The CFSF Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 21-22 Declaration of Compliance. The quality of the program is monitored by the CFSF Medical Respite Director of Client Services and CFSF's CEO with feed-back from DPH's medical staff.

**1. Achievement of contract performance objectives and productivity:**

CFSF Medical Respite Director of Client Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population.

Formal training will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 21/22 CFSF staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Training include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided.

Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify training provided during staff meetings.

Quarterly safety meetings are held and there are annual TB screenings for all staff.

The CFSF MRSC program will continue to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CFSF CEO and the DPH Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of

the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

## **2. Services documentation:**

- a. The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
  - i. Number of total client transports.
  - ii. Number of missed transports including reasons.
  - iii. Pick up times will be no more than 60 minutes after the initial call whenever possible depending on weather and city traffic.
- b. The Quality of the Food service will be measured by the following indicators:
  - i. Ability to provide meals based on client medical/health needs.
  - ii. Attendance to nutritional guidelines.
  - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
  - iv. Feedback on food from Community Meetings.
  - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off the entire list by the Director of Client Services. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

## **3. Cultural competency of staff and services:**

- a. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

## **4. Satisfaction with services:**

- a. The Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Client Services for review. Responses are collaborative with DPH on-site management. All complaints are

- investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Client Services or Operations Manager will attend monthly Community Meetings as another means of receiving client feedback. The CEO will review monthly minutes of Community Meetings to ensure problems are addressed.
  - c. Client satisfaction surveys are distributed quarterly, and are collected and reviewed by the DPH Director of Operations to assure transparency

#### **5. Timely completion and use of outcome data:**

- a. Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CFSF and DPH. Meetings will be attended by CFSF Medical Respite VP and Director of Client Services, CFSF CEO, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

#### **9. Capital Improvement**

During FY 21/22 CFSF will repair and/or replace necessary heating and cooling units within the existing HVAC system and improve overall climate of 1171 & 1179 Mission St. facilities. Thereby, ensuring that during periods in which the external heat rises above 85 degrees Fahrenheit patients of the facility will not need to be evacuated. CFSF will address heat/gain abatement within this project by tinting necessary skylights and windows, painting the exterior of the facility and shading the courtyard.

#### **10. Required Language: N/A**

Community Forward SF  
Medical Respite and Sobering Center

Appendix A-2  
7/1/21-6/30/22

**1. Identifiers:**

Program Name: **Managed Alcohol Program Site #42**  
Program Address: Site 42  
San Francisco, CA 94103  
Telephone/FAX: 415-241-1199/415-241-1176  
Website Address: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor Address: 1171 Mission Street,  
San Francisco, CA 94103  
Executive Director/Program Director: Kara Zordel  
Telephone: 415-(415) 241-1194  
Email Address: kara.zordel@communityforwardsf.org

**2. Nature of Document:**

Original                      **Second Amendment**                      Revision to Program Budgets

**3. Goal Statement:**

The Managed Alcohol Program at Site #42 is a collaboration of SFDPH Community Oriented Primary Care (COPC), and Community Forward SF (CFSF) provides temporary coordinated health and social supportive services to stabilize, transition and improve the health status of adults experiencing homelessness and high users of urgent emergent healthcare services.

**4. Target Population:**

The program prioritizes residents of San Francisco with a focus on vulnerable individuals with alcohol use disorders who are experiencing homelessness.

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

**See Appendix B CRDC**

**6. Methodology:**

Medical Alcohol Program at Site #42 has 20 beds to provide temporary housing with supportive services for vulnerable individuals with alcohol use disorders who are experiencing homelessness. Clients are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and SFHOT. SFDPH will provide clinical services for MRSC including medical personnel, social workers, and case managers.

A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to clients of MRSC through its partnership with DPH.

- B. At admission CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility

**C. Service Delivery Model:**

CFSF shall provide services and operations to ensure the health and safety of participants and the security, cleanliness, and maintenance of the Managed Alcohol Program at Site 42, following Department of Public Health (DPH) requirements and guidelines.

A. **Participant Support:** CFSF shall provide participant supports, including, but not limited to:

1. Participant intake, including completion of forms and acknowledgment of the Participant Agreement/Site Rules, room assignment, and orientation to the site;
2. Operations include entry and exits, mail, phone, and technology coordination;
3. Wellness checks and connections to care for anyone demonstrating symptoms of physical or behavioral health needs;
4. Health screening, including temperature checks following DPH requirements;
5. Coordination of supportive service providers (e.g., In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage);
6. Referrals and linkages to Access Points, and eliminate barriers to connect participants to Access Points;
7. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
8. Maintenance and distribution of operational and participant supplies;
9. Reasonable accommodations, transfers, and other supports; and
10. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.
11. CFSF and DPH teams will be in close communication to coordinate the monthly purchase of alcohol for the MAP program.

**B. Program Support:** CFSF shall provide programmatic support, including, but not limited to:

1. Onboarding and orienting onsite staff (e.g., Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
2. Hiring and supervision of onsite staff and any subcontractors; and
3. Data entry and reporting.

**C. Building Operations:** CFSF is in a City-leased Site and shall coordinate with the City and hotel/motel management staff to provide building operations services.

1. Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: provide laundry services for participants.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH and CCC requirements and standards.
5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.
6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the CCC.
7. Biohazard Cleaning: coordinate through the CCC with Janitorial(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.
8. Meals: coordinate with the MRSC kitchen for the provision and distribution of three meals per day to participants. CFSF will be responsible for coordinating with the food vendor and maintaining meal quality/making sure meals are appropriate to guest needs.
9. Storage: provide space for secure and pest-free storage of participant belongings, as appropriate for the Site.



**D. Service Requirements****A. Health Standards and Use of PPE:**

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.
2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

**E. Security/De-Escalation:** provide security and de-escalation to ensure the safety of participants and staff and protection of property. See

- a. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
  - i. At least one employee or independent contractor of SAF will be on site to provide security services.
  - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
  - iii. SAF shall monitor the interior of the facility at 1171, 1179, and 1185 Mission St. for disruptive behavior on the part of any CFSFs' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF's management staff.

iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders by the Neighbor.

- E. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge.
- F. See Appendix B Salaries and Benefits page

## 7. Objectives and Measurements:

**A. Standardized Objectives:** All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 21-22.

## 8. Continuous Quality Improvement:

The CFSF Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 21-22 Declaration of Compliance. The quality of the program is monitored by the CFSF Medical Respite Director of Client Services and CFSF's CEO with feed-back from DPH's medical staff.

## 1. Achievement of contract performance objectives and productivity:

CFSF Medical Respite Director of Client Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population.

Formal training will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 21/22 CFSF staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Training include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific

training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided.

Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify training provided during staff meetings.

Quarterly safety meetings are held and there are annual TB screenings for all staff.

The CFSF MRSC program will continue to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CFSF CEO and the DPH Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

## 2. Services documentation:

- a. The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
  - i. Number of total client transports.
  - ii. Number of missed transports including reasons.
  - iii. Pick up times will be no more than 60 minutes after the initial call whenever possible depending on weather and city traffic.
- b. The Quality of the Food service will be measured by the following indicators:
  - i. Ability to provide meals based on client medical/health needs.
  - ii. Attendance to nutritional guidelines.
  - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
  - iv. Feedback on food from Community Meetings.
  - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off the entire list by the Director of Client Services. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

**3. Cultural competency of staff and services:**

- a. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

**4. Satisfaction with services:**

- a. The Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Client Services for review. Responses are collaborative with DPH on-site management. All complaints are investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Client Services or Operations Manager will attend monthly Community Meetings as another means of receiving client feedback. The CEO will review monthly minutes of Community Meetings to ensure problems are addressed.
- c. Client satisfaction surveys are distributed quarterly, and are collected and reviewed by the DPH Director of Operations to assure transparency

**5. Timely completion and use of outcome data:**

- a. Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CFSF and DPH. Meetings will be attended by CFSF Medical Respite VP and Director of Client Services, CFSF CEO, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

**9. Capital Improvement**

During FY 21/22 CFSF will repair and/or replace necessary heating and cooling units within the existing HVAC system and improve overall climate of 1171 & 1179 Mission St. facilities. Thereby, ensuring that during periods in which the external heat rises above 85 degrees Fahrenheit patients of the facility will not need to be evacuated. CFSF will address heat/gain abatement within this project by tinting necessary skylights and windows, painting the exterior of the facility and shading the courtyard.

**10. Required Language: N/A**

Community Forward SF  
Medical Respite and Sobering Center

Appendix A-2  
7/1/21-6/30/22

Community Forward SF  
Medical Respite and Sobering Center

Appendix A-3  
7/1/21-6/30/22

### 1. Identifiers:

Program Name: COVID 19 Respite Sobering Center Site 42  
Program Address: Site 42 (undisclosed)  
San Francisco, CA 94103  
Telephone/FAX: 415-241-1199/415-241-1176  
Website Address: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor Address: 1171 Mission Street,  
San Francisco, CA 94103  
Executive Director/Program Director: Kara Zordel  
Telephone: 415-(415) 241-1194  
Email Address: kara.zordel@communityforwardsf.org

2. **Nature of Document:** Original      **Second Amendment**      Revision to Program Budgets

### 3. Goal Statement:

The Medical Respite and Sobering Center (MRS) is a collaboration of SF DPH Community Oriented Primary Care (COPC) and Community Forward SF (CFSF). Medical Respite provides services and operations at a Shelter in Place (SIP) Site 42 on a time-limited and as-needed basis in response to the COVID-19 public health situation. The goals of these services are to reduce the spread of the COVID-19 virus and address the needs of vulnerable populations.

### 4. Target Population:

The program prioritizes residents of San Francisco with a focus on vulnerable individuals experiencing homelessness placed in SIP Site(s) to reduce the risk that they will be infected with COVID-19. Vulnerable individuals will be identified by the process created by the City and County of San Francisco (City).

### Modality(s)/Intervention(s)

**See Appendix B CRDC**

### 5. Methodology:

Medical Respite Shelter In Place Hotel (SIP) Site 42 has 35 units to provide temporary housing with supportive services for medically frail homeless persons identified to have medical necessity related to COVID 19 and who are leaving the hospital or the emergency department. The Sobering Center provides safe temporary shelter and medical oversight for inebriated individuals who are typically homeless. Clients to both facilities are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and SFHOT. SFDPH will provide clinical services for MRSC, including medical personnel, social workers, and case managers.

- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to clients of MRSC through its partnership with DPH.
- B. At admission, CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility.

**C. Service Delivery Model:**

In response to the COVID-19 public health situation, the City has opened temporary housing sites for the served population. CFSF shall provide services and operations to ensure the health and safety of participants and the security, cleanliness, and maintenance of Site 42, following Department of Public Health (DPH) requirements and guidelines.

**A. Participant Support:** CFSF shall provide participant supports, including, but not limited to:

1. Participant intake, including completion of forms and acknowledgment of the Participant Agreement/Site Rules, room assignment, and orientation to the site;
2. Operations include entry and exits, mail, phone, and technology coordination;
3. Wellness checks and connections to care for anyone demonstrating symptoms of physical or behavioral health needs;
4. Health screening, including temperature checks following DPH requirements;
5. Coordination of supportive service providers (e.g., In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage);
6. Referrals and linkages to Access Points, and eliminate barriers to connect participants to Access Points;
7. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
8. Maintenance and distribution of operational and participant supplies;
9. Reasonable accommodations, transfers, and other supports; and
10. Exit planning, including, but not limited to communication and coordination with outside

service providers to support in a participant's transition to a more permanent setting.

**B. Program Support:** CFSF shall provide programmatic support, including, but not limited to:

1. Onboarding and orienting onsite staff (e.g., Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
2. Hiring and supervision of onsite staff and any subcontractors; and
3. Data entry and reporting.

**C. Building Operations:** CFSF is in a City-leased Site and shall coordinate with the City and hotel/motel management staff to provide building operations services.

1. Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: provide laundry services for participants.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH and CCC requirements and standards.
5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.
6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the CCC.
7. Biohazard Cleaning: coordinate through the CCC with Janitorial(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.
8. Meals: coordinate with the MRSC kitchen for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.
9. Storage: provide space for secure and pest-free storage of participant belongings, as



appropriate for the Site.

#### D. Service Requirements

##### A. Health Standards and Use of PPE:

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.
2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

E. **Security/De-Escalation:** provide security and de-escalation to ensure the safety of participants and staff and protection of property. See

- a. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
  - i. At least one employee or independent contractor of SAF will be on site to provide security services.
  - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
  - iii. SAF shall monitor the interior of the facility at ADDRESS NEEDED. for disruptive behavior on the part of any CFSF' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated

to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.

- iv. **Limitations.** SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement of law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders by Neighbor.

- E. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge, and transportation to discharge location approved by the DPH treatment team.

**F. See Appendix B Salaries and Benefits page**

**6. Objectives and Measurements:**

- A. Required Objectives:** All objectives, and descriptions of how objectives will be measured, are contained in the **FY 21-22 BHS AOA Performance Objectives** document.

**7. Continuous Quality Improvement:**

The CFSF'S Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 21-22 Declaration of Compliance. The quality of the program is monitored by the CFSF Medical Respite **Director of Clients** and CFSF'S CEO with feed-back from DPH's medical staff.

- 1. Achievement of contract performance objectives and productivity:

The Medical Respite Director of Client Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population. Formal trainings will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 21/22 CFSF staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Training include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided. Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in

sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify trainings provided during staff meetings.

Quarterly safety meetings are held and there are annual TB screenings for all staff.

The CFSF MRSC program will continue to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CFSF CEO and the DPH Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

## **2. Services documentation:**

- a. The Transportation schedule is posted in the lobby area of the hotel and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
  - i. Number of total client transports.
  - ii. Number of missed transports including reasons.
  - iii. Pick up times will be no more than 60 minutes after the initial call whenever possible depending on weather and city traffic.
- b. The Quality of the Food service will be measured by the following indicators:
  - i. Ability to provide meals based on client medical/health needs.
  - ii. Attendance to nutritional guidelines.
  - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
  - iv. Feedback on food from Community Meetings.
  - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off the entire list by the Director of Client Services. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

## **2. Cultural competency of staff and services:**

- a. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

**3. Satisfaction with services:**

- a. The Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Client Services for review. Responses are collaborative with DPH on-site management. All complaints are investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Client Services or Operations Manager will attend monthly Community Meetings as another means of receiving client feedback. The CFSF CEO will review monthly minutes of Community Meetings to ensure problems are addressed.
- c. Client satisfaction surveys are distributed quarterly, and are collected and reviewed by the DPH Director of Operations to assure transparency

**5. Timely completion and use of outcome data:**

- a. Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CFSF and DPH. Meetings will be attended by CFSF Medical Respite Director of Client Services, CFSF CEO, VP of Client Services, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

**8. Capital Improvement**

During FY 21/22 CFSF will repair and/or replace necessary heating and cooling units within the existing HVAC system and improve overall climate of 1171 & 1179 Mission St. facilities. Thereby, ensuring that during periods in which the external heat rises above 85 degrees Fahrenheit patients of the facility will not need to be evacuated. CFSF will address heat/gain abatement within this project by tinting necessary skylights and windows, painting the exterior of the facility and shading the courtyard.

**9. Required Language: N/A**

## **Appendix B Calculation of Charges**

### **1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. 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.

(1) 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 (15<sup>th</sup>) 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) 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 (15<sup>th</sup>) 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) 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) 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. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties.

D. Upon the effective date of this Agreement, 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 MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

## 2. Program Budgets and Final Invoice

A. Program are listed below:

### **Budget Summary**

**Appendix B-1 Medical Respite Sobering Center; Managed Alcohol Program Site 42; One Time Funding HVAC**

**Appendix B-2 COVID 19 Medical Respite Sobering Center Site 42**

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Forty Million Two Hundred Eighteen Thousand One Hundred Seventy-Seven Dollars (\$40,218,177) for the Contract Term of July 1, 2017 through June 30, 2024.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$2,397,333** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) 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.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount 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 a 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.

July 1, 2017 to June 30, 2018	\$ 4,092,040
July 1, 2018 to June 30, 2019	\$ 3,644,714
July 1, 2019 to June 30, 2020	\$ 4,486,467
July 1, 2020 to June 30, 2021	\$ 5,143,949
July 1, 2021 to June 30, 2022	\$ 6,659,259
July 1, 2022 to June 30, 2023	\$ 6,816,140
July 1, 2023 to June 30, 2024	\$ 6,978,275
SubTotal July 1, 2017 to June 30, 2024	\$ 37,820,844
Contingency	\$2,397,333
TOTAL July 1, 2017 to June 30, 2024	\$ 40,218,177

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement 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 this section of this Agreement.

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Swords to Plowshares for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

### **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.

## Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number <u>01078</u>						Appendix B, Page 1	
Contractor Name <b>Community Forward SF</b>						Fiscal Year <u>2021-2022</u>	
Contract ID Number <u>1000006000</u>						Funding Notification Date <u>12/16/21</u>	
Appendix Number	B-1	B-1	B-1	B-2			
Provider Number	389124						
Program Name	Medical Respite & Sobering Center	Managed Alcohol Program Site #42	One-Time Funding" HVAC	COVID-19 Respite Sobering Center Site #42			
Program Code	N/A	N/A	N/A	N/A			
Funding Term	7/1/21-6/30/22	1/1/22-6/30/22	7/1/21-6/30/22	7/1/21-12/31/21			
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries	\$ 1,836,114	\$ 153,088	\$ -	\$ 268,035			\$ 2,257,237
Employee Benefits	\$ 550,834	\$ 45,926	\$ -	\$ 80,411			\$ 677,171
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 2,386,948</b>	<b>\$ 199,014</b>	<b>\$ -</b>	<b>\$ 348,446</b>			<b>\$ 2,934,408</b>
Operating Expenses	\$ 1,966,131	\$ 279,421	\$ -	\$ 408,680			\$ 2,654,232
Capital Expenses			\$ 232,324				\$ 232,324
<b>Subtotal Direct Expenses</b>	<b>\$ 4,353,079</b>	<b>\$ 478,435</b>	<b>\$ 232,324</b>	<b>\$ 757,126</b>			<b>\$ 5,820,964</b>
Indirect Expenses	\$ 652,962	\$ 71,765	\$ -	\$ 113,569			\$ 838,296
Indirect %	15%	15%	0%	15%			15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 5,006,040</b>	<b>\$ 550,201</b>	<b>\$ 232,324</b>	<b>\$ 870,694</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,659,259</b>
						Employee Benefits Rate	<b>30.00%</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
							\$ -
							\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>							
County General Fund	\$ 5,006,040	\$ -	\$ 232,324				\$ 5,238,364
County Prop C Homeless Services		\$ 550,201					\$ 550,201
General Fund Continuity Project				\$ 870,694			\$ 870,694
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 5,006,040</b>	<b>\$ 550,201</b>	<b>\$ 232,324</b>	<b>\$ 870,694</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,659,259</b>
<b>OTHER DPH FUNDING SOURCES</b>							
							\$ -
							\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 5,006,040</b>	<b>\$ 550,201</b>	<b>\$ 232,324</b>	<b>\$ 870,694</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,659,259</b>
<b>NON-DPH FUNDING SOURCES</b>							
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 5,006,040</b>	<b>\$ 550,201</b>	<b>\$ 232,324</b>	<b>\$ 870,694</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,659,259</b>
Prepared By	Nora Espinoza			Phone Number	415-241-1195		



**Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

DHCS Legal Entity Number <u>01078</u>				Appendix Number <u>B-1</u>		
Provider Name <u>Community Forward SF</u>				Page Number <u>2</u>		
Provider Number <u>389124</u>				Fiscal Year <u>2021-2022</u>		
				Funding Notification Date <u>12/16/21</u>		
	Program Name	Medical Respite & Sobering Center	Managed Alcohol Program Site #42	Medical Respite & Sobering Center		
	Program Code	N/A	N/A	N/A		
	Mode/SFC (MH) or Modality (SUD)	SecPrev-19		SecPrev-19		
	Service Description	SA-Sec Prev Outreach		One-Time Funding" HVAC		
	Funding Term	7/1/21-6/30/22	1/1/22-6/30/22	7/1/21-6/30/22		
<b>FUNDING USES</b>						<b>TOTAL</b>
	Salaries & Employee Benefits	2,386,948	199,014			2,585,963
	Operating Expenses	1,966,131	279,421			2,245,552
	Capital Expenses	-		232,324		232,324
	<b>Subtotal Direct Expenses</b>	<b>4,353,079</b>	<b>478,435</b>	<b>232,324</b>	-	<b>5,063,839</b>
	Indirect Expenses	652,962	71,765			724,727
	<b>TOTAL FUNDING USES</b>	<b>5,006,042</b>	<b>550,201</b>	<b>232,324</b>	-	<b>5,788,566</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
	<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	-	-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
County General Fund	210705-10000-10001997-0002	5,006,040		232,324		5,238,364
County Prop C Homeless Services	210705-21531-10037398-0008		550,201			550,201
						-
						-
	<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>5,006,040</b>	<b>550,201</b>	<b>232,324</b>	-	<b>5,788,565</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
	<b>TOTAL OTHER DPH FUNDING SOURCES</b>	-	-	-	-	-
	<b>TOTAL DPH FUNDING SOURCES</b>	<b>5,006,040</b>	<b>550,201</b>	<b>232,324</b>	-	<b>5,788,565</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
						-
	<b>TOTAL NON-DPH FUNDING SOURCES</b>	-	-	-	-	-
	<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>5,006,040</b>	<b>550,201</b>	<b>232,324</b>	-	<b>5,788,565</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
	Number of Beds Purchased					
	SUD Only - Number of Outpatient Group Counseling Sessions					
	SUD Only - Licensed Capacity for Narcotic Treatment Programs					
	Payment Method	Cost Reimbursement	Cost Reimbursement			
	DPH Units of Service	31,755				
	Unit Type	Hours	Hours	0	0	0
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 142.30	\$ -	\$ -	\$ -	\$ -
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 142.30	\$ -	\$ -	\$ -	\$ -
	Published Rate (Medi-Cal Providers Only)					
	Unduplicated Clients (UDC)	1,287				<b>Total UDC</b> 1,287



## Appendix B - DPH 4: Operating Expenses Detail

Program Name Medical Respite & Sobering Center  
 Program Code N/A

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2021-2022  
 Funding Notification Date 12/16/21

Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity				
		210705-10000-10001997-0002	210705-21531-10037398-0008				
Funding Term	7/1/21-6/30/21	7/1/21-6/30/21	1/1/22 - 6/30/22				
Rent	\$ 884,196	\$ 884,196					
Utilities (telephone, electricity, water, gas)	\$ 105,000	\$ 105,000					
Building Repair/Maintenance	\$ 65,000	\$ 65,000					
<b>Occupancy Total:</b>	<b>\$ 1,054,196</b>	<b>\$ 1,054,196</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 4,500	\$ 4,500					
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ -						
<b>Materials &amp; Supplies Total:</b>	<b>\$ 4,500</b>	<b>\$ 4,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 5,000	\$ 4,000	\$ 1,000				
Insurance	\$ -						
Laundry	\$ 9,240	\$ -	\$ 9,240				
Permits	\$ -						
Equipment Lease & Maintenance	\$ 6,000	\$ 6,000					
<b>General Operating Total:</b>	<b>\$ 20,240</b>	<b>\$ 10,000</b>	<b>\$ 10,240</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 1,500	\$ 1,500					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ 1,500</b>	<b>\$ 1,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
St. Anthony's Security Services Rate: \$40 x 24 hrs x 365 days = \$350,400 (7/1/21-6/30/21) plus \$40 x 24 days x 181 days = 173,760 (1/1/22-6/30/22)	\$ 524,160	\$ 350,400	\$ 173,760				
Janitorial Services	\$ 267,040	\$ 240,000	\$ 27,040				
	\$ -						
<b>Consultant/Subcontractor Total:</b>	<b>\$ 791,200</b>	<b>\$ 590,400</b>	<b>\$ 200,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Parking, Fuel & Maintenance (Vans)	\$ 8,000	\$ 8,000					
Vans (new) - Maintenance/Storage/Parking	\$ 10,585	\$ 10,585					
Client Related costs	\$ 75,150	\$ 45,150	\$ 30,000				
Food & Food Preparation	\$ 208,381	\$ 170,000	\$ 38,381				
Set up Costs:							
ADA Compliant Van	\$ 70,000	\$ 70,000					
Communication: Radios/GPS trackers	\$ 1,800	\$ 1,800					
<b>Other Total:</b>	<b>\$ 373,916</b>	<b>\$ 305,535</b>	<b>\$ 68,381</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 2,245,552</b>	<b>\$ 1,966,131</b>	<b>\$ 279,421</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Appendix B - DPH 5: Capital Expenses Detail**

Program Name Medicial Respite  
 Program Code N/A

Appendix Number B-1  
 Page Number 5  
 Fiscal Year 2021-2022  
 Funding Notification Date: 12/16/21

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Equipment Cost</b>					<b>\$ -</b>

**2. Remodeling**

Description	Total Cost
HVAC Repair	\$ 232,324
<b>Total Remodeling Cost</b>	
	<b>\$ 232,324</b>

**Total Capital Expenditure** **\$ 232,324**  
 (Equipment plus Remodeling Cost)

**Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

DHCS Legal Entity Number <u>01078</u>		Appendix Number <u>B-2</u>				
Provider Name <u>Community Forward SF</u>		Page Number <u>6</u>				
Provider Number <u>389124</u>		Fiscal Year <u>2021-2022</u>				
		Funding Notification Date <u>12/16/21</u>				
Program Name	COVID-19 Respite Sobering Center Site #42					
Program Code	N/A					
Mode/SFC (MH) or Modality (SUD)	SecPrev-19					
Service Description	Population Health Admi					
Funding Term	7/1/21-12/31/21					
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries & Employee Benefits	348,446					348,446
Operating Expenses	408,680					408,680
Capital Expenses	-					-
<b>Subtotal Direct Expenses</b>	<b>757,126</b>			-	-	<b>757,126</b>
Indirect Expenses	113,569					113,569
<b>TOTAL FUNDING USES</b>	<b>870,694</b>			-	-	<b>870,694</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>				-	-	-
<b>BHS SUD FUNDING SOURCES</b>						
	<b>Dept-Auth-Proj-Activity</b>					
General Fund Continuity Project	152644-21481-10036571-0010	870,694				870,694
						-
						-
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>870,694</b>		-	-	<b>870,694</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-		-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>870,694</b>		-	-	<b>870,694</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-		-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>870,694</b>		-	-	<b>870,694</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement					
DPH Units of Service	23,725					
Unit Type	Hours	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 190.46	\$ -	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 190.46	\$ -	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)						<b>Total UDC</b>
Unduplicated Clients (UDC)	65					65

**CHECK:** FUNDING USES = FUNDING SOURCES (Should always be ZERO)      24,243      0      0      0      0      24,243

**FORMULA:** DPH UNITS      190.46      -      -      -      -      -

(0)

(0)









**Appendix F**  
**Invoice**

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000006000

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**COVID-19**

INVOICE NUMBER: COV1JL21

Template Version: Amend2

Ct. PO No.: POHM SFGOV-0000546266 User Cd

Fund Source: General Fund Continuity Project

Invoice Period: July 2021

Final Invoice:  (Check if Yes)

Funding Term: 07/01/2021 - 12/31/2021

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-2 COVID-19 Respite Sobering Center Site #42 152644-21481-10036571-0010</b>												
SecPrev-19 Population Health Admi	23,725	65			-	-	0%	0%	23,725	65	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 268,035.00	\$ -	\$ -	0.00%	\$ 268,035.00
Fringe Benefits	\$ 80,410.00	\$ -	\$ -	0.00%	\$ 80,410.00
<b>Total Personnel Expenses</b>	\$ 348,445.00	\$ -	\$ -	0.00%	\$ 348,445.00
Operating Expenses:					
Occupancy	\$ 420.00	\$ -	\$ -	0.00%	\$ 420.00
Materials and Supplies	\$ 407.00	\$ -	\$ -	0.00%	\$ 407.00
General Operating	\$ 22,750.00	\$ -	\$ -	0.00%	\$ 22,750.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 278,040.00	\$ -	\$ -	0.00%	\$ 278,040.00
Other: Client Related costs	\$ 11,250.00	\$ -	\$ -	0.00%	\$ 11,250.00
Food & Food Preparation	\$ 95,813.00	\$ -	\$ -	0.00%	\$ 95,813.00
<b>Total Operating Expenses</b>	\$ 408,680.00	\$ -	\$ -	0.00%	\$ 408,680.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 757,125.00	\$ -	\$ -	0.00%	\$ 757,125.00
<b>Indirect Expenses</b>	\$ 113,569.00	\$ -	\$ -	0.00%	\$ 113,569.00
<b>TOTAL EXPENSES</b>	\$ 870,694.00	\$ -	\$ -	0.00%	\$ 870,694.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

Or email to:  
[cbhsinvoices@sfdph.org](mailto:cbhsinvoices@sfdph.org)

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000006000

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Behavioral Health Services

INVOICE NUMBER:	HN1JL21
Template Version	Amend2
Ct. PO No.: POHM	SFGOV-0000546266
Fund Source:	County General Fund
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Medical Respite &amp; Sobering Center 210705-10000-10001997-0002</b>												
SecPrev-19 SA-Sec Prev Outreach	31,755	1,287			-	-	0%	0%	31,755	1,287	100%	100%
SecPrev-19 One-Time Funding HVAC	-	-			-	-			-	-		

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,836,114.00	\$ -	\$ -	0.00%	\$ 1,836,114.00
Fringe Benefits	\$ 550,834.00	\$ -	\$ -	0.00%	\$ 550,834.00
<b>Total Personnel Expenses</b>	<b>\$ 2,386,948.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,386,948.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 1,054,196.00	\$ -	\$ -	0.00%	\$ 1,054,196.00
Materials and Supplies	\$ 4,500.00	\$ -	\$ -	0.00%	\$ 4,500.00
General Operating	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Staff Travel	\$ 1,500.00	\$ -	\$ -	0.00%	\$ 1,500.00
Consultant/Subcontractor	\$ 590,400.00	\$ -	\$ -	0.00%	\$ 590,400.00
Other: Parking, Fuel & Maintenance - Vans	\$ 8,000.00	\$ -	\$ -	0.00%	\$ 8,000.00
Vans (new) - Maintenance/Storage/Parking	\$ 10,585.00	\$ -	\$ -	0.00%	\$ 10,585.00
Client Related costs	\$ 45,150.00	\$ -	\$ -	0.00%	\$ 45,150.00
Food & Food Preparation	\$ 170,000.00	\$ -	\$ -	0.00%	\$ 170,000.00
Set up Costs: ADA Compliant Van	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Set up Costs: Communication: Radios/GPS trackers	\$ 1,800.00	\$ -	\$ -	0.00%	\$ 1,800.00
<b>Total Operating Expenses</b>	<b>\$ 1,966,131.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,966,131.00</b>
<b>Capital Expenditures</b>	<b>\$ 232,324.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 232,324.00</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 4,585,403.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 4,585,403.00</b>
<b>Indirect Expenses</b>	<b>\$ 652,962.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 652,962.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 5,238,365.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 5,238,365.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

Or email to:  
[cbhsinvoices@sfdph.org](mailto:cbhsinvoices@sfdph.org)

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE B

Contract ID#  
1000006000

Invoice Number  
HN1JL21

User Cd  
CT PO No.

**Contractor: Community Forward San Francisco (Formerly CATS)**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Chief Operating Officer (COO)	0.37	\$ 51,800.00	\$ -	\$ -	0.00%	\$ 51,800.00
VP Client Services	0.37	\$ 42,550.00	\$ -	\$ -	0.00%	\$ 42,550.00
VP of Facilities	0.55	\$ 63,250.00	\$ -	\$ -	0.00%	\$ 63,250.00
Director of Client Services	0.80	\$ 79,050.00	\$ -	\$ -	0.00%	\$ 79,050.00
Operations Manager	1.00	\$ 65,880.00	\$ -	\$ -	0.00%	\$ 65,880.00
Shift Supervisors	2.00	\$ 116,480.00	\$ -	\$ -	0.00%	\$ 116,480.00
Medical Respite Worker	23.00	\$ 936,000.00	\$ -	\$ -	0.00%	\$ 936,000.00
Medical Respite Worker - On Call	0.70	\$ 29,120.00	\$ -	\$ -	0.00%	\$ 29,120.00
Cook Supervisor	1.00	\$ 58,240.00	\$ -	\$ -	0.00%	\$ 58,240.00
Cook	2.00	\$ 87,360.00	\$ -	\$ -	0.00%	\$ 87,360.00
Transportation Supervisor	1.00	\$ 58,240.00	\$ -	\$ -	0.00%	\$ 58,240.00
Driver(s) - M. Respite	3.00	\$ 138,060.00	\$ -	\$ -	0.00%	\$ 138,060.00
Maintenance Technician	1.00	\$ 41,600.00	\$ -	\$ -	0.00%	\$ 41,600.00
Dispatcher	0.40	\$ 9,984.00	\$ -	\$ -	0.00%	\$ 9,984.00
Driver(s)	2.50	\$ 58,500.00	\$ -	\$ -	0.00%	\$ 58,500.00
<b>TOTAL SALARIES</b>	<b>39.69</b>	<b>\$ 1,836,114.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,836,114.00</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000006000

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939



INVOICE NUMBER: HN3JA22

Template Version: Amend2

Ct. PO No.: POHM SFGOV-0000546266

Fund Source: County Prop C Homeless Services

Invoice Period: January 2022

Final Invoice:  (Check if Yes)

Funding Term: 01/01/2022 - 06/30/2022

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Managed Alcohol Program Site #42 210705-21531-10037398-0008</b>												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 153,088.00	\$ -	\$ -	0.00%	\$ 153,088.00
Fringe Benefits	\$ 45,926.00	\$ -	\$ -	0.00%	\$ 45,926.00
<b>Total Personnel Expenses</b>	<b>\$ 199,014.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 199,014.00</b>
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ 10,240.00	\$ -	\$ -	0.00%	\$ 10,240.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 200,800.00	\$ -	\$ -	0.00%	\$ 200,800.00
Other: Client Related costs	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Food & Food Preparation	\$ 38,381.00	\$ -	\$ -	0.00%	\$ 38,381.00
<b>Total Operating Expenses</b>	<b>\$ 279,421.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 279,421.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 478,435.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 478,435.00</b>
Indirect Expenses	\$ 71,765.00	\$ -	\$ -	0.00%	\$ 71,765.00
<b>TOTAL EXPENSES</b>	<b>\$ 550,200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 550,200.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103  
  
Or email to:  
[cbhsinvoices@sfdph.org](mailto:cbhsinvoices@sfdph.org)

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



**Appendix G**  
**Dispute Resolution Procedure**  
**For Health and Human Services Nonprofit Contractors**  
**9-06**

**Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

**Dispute Resolution Procedure**

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

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as



appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

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

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

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

## APPENDIX I

### Data Access and Sharing Terms

#### Article 1 Access

##### 5.2 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

##### 5.3 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
  2. Communicating with the SFDPH IT Service Desk;
  3. Providing Agency Data User(s) details to the City;
  4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
  5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
  6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

##### 5.4 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

##### 5.5 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

##### 5.6 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

##### 5.7 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

##### 5.8 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

#### **5.9 Agency Data User Confidentiality Agreement.**

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

#### **5.10 Corrective Action.**

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

#### **5.11 User ID and Password.**

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

#### **5.12 Notification of Compromised Password.**

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

#### **5.13 Multi Factor Authentication.**

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

#### **5.14 Qualified Personnel.**

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

#### **5.15 Workstation/Laptop encryption.**

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

#### **5.16 Server Security.**

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

#### **5.17 Removable media devices.**

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

**5.18 Antivirus software.**

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

**5.19 Patch Management.**

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

**5.20 System Timeout.**

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

**5.21 Warning Banners.**

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

**5.22 Transmission encryption.**

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

**5.23 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**5.24 Intrusion Detection.**

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

**5.25 Security of PHI.**

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

**5.26 Data Security and City Data**

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate

safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **5.27 Data Privacy and Information Security Program.**

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

#### **5.28 Disaster Recovery.**

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

#### **5.29 Supervision of Data.**

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

#### **5.30 As Is Access.**

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

#### **5.31 No Technical or Administrative Support.**

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

#### **5.32 City Audit of Agency and Agency Data Users.**

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

#### **5.33 Minimum Necessary.**

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient

information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

#### **5.34 No Re-Disclosure or Reporting.**

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

#### **5.35 Health Information Exchange.**

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

#### **5.36 Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

### **Article 6 Indemnity**

#### **6.1 Medical Malpractice Indemnification.**

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
7. Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

## **Article 7 Proprietary Rights and Data Breach**

### **7.1 Ownership of City Data.**

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

### **7.2 Data Breach; Loss of City Data.**

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

1. **Investigation of Breach and Security Incidents:** The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3. **Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

4. **Sample Notification to Individuals:** If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

### 7.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.



**Attachment 1 to Appendix I  
System Specific Requirements**

**I. For Access to SFDPH Epic through Care Link the following terms shall apply:**

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website [galaxy.epic.com](http://galaxy.epic.com). Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

**2. Compliance with Epic Terms and Conditions.**

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

**3. Epic-Provided Terms and Conditions**

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:**

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.
  - a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:**

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Information Technology (IT) Support.
  - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
  - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
  - b. Each user is unique and agrees not to share accounts or passwords.
  - c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
  - d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
  - e. Applicants must complete myAvatar Training.
  - f. Level of access is based on "Need to Know", job duties and responsibilities.





POLICY NUMBER: 2021-01320

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER: 2021-01320

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**City & County of San Francisco, its Officers, Agents, Employees & Volunteers**

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> (SF) Heffernan Insurance Brokers 44 Montgomery Street, Suite 1950 San Francisco CA 94104  License#: 0564249 COMMAWA-01	<b>CONTACT NAME:</b> Ashle Blow <b>PHONE (A/C No. Ext):</b> 415-778-0300 <b>FAX (A/C, No):</b> 415-778-0301 <b>E-MAIL ADDRESS:</b> ashleb@heffins.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Community Forward SF, Inc. 1171 Mission St. San Francisco CA 94103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Nonprofits Insurance Alliance of California</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b> 1184</td> </tr> <tr> <td><b>INSURER B:</b> Cypress Insurance Company</td> <td style="text-align: center;">10855</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Casualty and Surety Company of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td><b>INSURER D:</b> Lloyd's of London</td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Nonprofits Insurance Alliance of California	<b>NAIC #</b> 1184	<b>INSURER B:</b> Cypress Insurance Company	10855	<b>INSURER C:</b> Travelers Casualty and Surety Company of America	31194	<b>INSURER D:</b> Lloyd's of London		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Lloyd's of London													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES** **CERTIFICATE NUMBER: 138930266** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		202101320	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		202101320	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		202101320UMB	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	COWC246313	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	Employee Theft Social Service Professional Cyber Liability			105805713 202101320 ESJ0020825111	7/1/2021 7/1/2021 8/5/2021	7/1/2022 7/1/2022 7/1/2022	Emp. Theft Loss Limit 2,000,000 Professional Limit 1M OCC / 3M AGG Cyber Claim Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Employee Theft - Single Loss Retention: \$10,000  
 Re: As per Contract or Agreement on file with Insured. Department of Public Health of City & County of San Francisco is included as an additional insured on the General Liability and Automobile Liability policies per the attached endorsements, if required. The Umbrella liability policy follows the General Liability and Automobile Liability coverage for additional insured as per the policy forms, if required.

<b>CERTIFICATE HOLDER</b>  Department of Public Health of City & County of San Francisco 101 Grove Street, Room 307 San Francisco, CA 94102-4505	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 2021-01320

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER: 2021-01320

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**City & County of San Francisco, its Officers, Agents, Employees & Volunteers**

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and  
Community Awareness and Treatment Services, Inc**

This Agreement is made this 1<sup>st</sup> day of July 2017, in the City and County of San Francisco, State of California, by and between Community Awareness and Treatment Services, Inc. ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP-36-2013") issued on October 10, 2013, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 48652-16/17 on June 19, 2017 and on ;

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

1.1            "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2            "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."

- 1.3 "CMD" means the Contract Monitoring Division of the City.
- 1.4 "Contractor" or "Consultant" means Community Awareness and Treatment Services, Inc., 1171 Mission Street, San Francisco, California, 94103
- 1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.
- 1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.
- 1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.
- 1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.
- 1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on June 30, 2019, unless earlier terminated as otherwise provided herein.

## Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.**

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eight Million Eight Hundred Twenty Three Thousand Seven Hundred Eighty Four Dollars (\$8,823,784)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System)**

3.3.6 **Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

### 3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix H, "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days

following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Reserved. (Payment of Prevailing Wages)**

#### **Article 4 Services and Resources**

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not

authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

**4.2 Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**4.3 Subcontracting.**

**4.3.1** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

**4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**4.4.1 Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's

receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

**4.6 Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

**4.7 Bonding Requirements.** The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than \$2,000,000 to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

**5.1.1 Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.



5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

## Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory

interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

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

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable

costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

**8.2 Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws

Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

**Article 9 Rights In Deliverables**

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs,

videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10 Additional Requirements Incorporated by Reference**

**10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/)

**10.2 Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

**10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

**10.4 Reserved.**

**10.5 Nondiscrimination Requirements**

**10.5.1 Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with

spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701)

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the



office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12            **Reserved. (Slavery Era Disclosure)**

10.13            **Reserved. (Working with Minors)**

10.14            **Consideration of Criminal History in Hiring and Employment Decisions**

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

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

10.15            **Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16            **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17            **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

10.19 **Reserved. (Preservative Treated Wood Products)**

**Article 11 General Provisions**

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 307 San Francisco, California 94102	FAX: (415) 252-3088 e-mail: <a href="mailto:David.Folmar@sfdph.org">David.Folmar@sfdph.org</a>
And:	FRANCINE AUSTIN CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: <a href="mailto:Francine.Austin@sfdph.org">Francine.Austin@sfdph.org</a>
To CONTRACTOR:	COMMUNITY AWARENES AND TREATEMENT SERVICES 1171 MISSION STREET SAN FRANCISCO, CA 94103	FAX: (415) 241-1176 e-mail: <a href="mailto:ED@CATSINC.ORG">ED@CATSINC.ORG</a>

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties,"

regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**11.6 Dispute Resolution Procedure.**

**11.6.1 Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**11.6.2 Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

**11.7 Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11.8 Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**11.9 Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such

local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated January 7, 2014. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

## **Article 12 Department Specific Terms**

### **12.1 Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

### **12.2 Certification Regarding Lobbying.**

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **12.3 Materials Review.**

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

### **12.4 Emergency Response.**

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

## **Article 13 Data and Security**

### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 **Reserved. (Payment Card Industry ("PCI") Requirements.**

13.3 **Protected Information Privacy and Security Agreement (PSA)**

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR is one of the following (Choose Only One):

1.  **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity<sup>1</sup> as defined under HIPAA;**  
Complete the following attached documents:
  - a. Appendix E SFDPH Protected Information Privacy & Security Agreement (PSA) (06-21-2017)
  - b. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
  - d. SFDPH Attestation 3 COMPLIANCE (06-07-2017)
  
2.  **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity<sup>1</sup> as defined under HIPAA;**  
Complete the following attached documents:
  - a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
  - b. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
  
3.  **CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;**

<sup>1</sup> A Covered Entity is defined under HIPAA as one of the following:

- a. **Health Care Providers** (doctors, clinics, psychologists, pharmacies, nursing homes)
- b. **Health Plans** (Health insurance companies, HMOs, company health plans, government programs that pay for health care).
- c. **Health Care Clearinghouse** (Not Applicable to SFDPH contracts)

Source: <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>

[https://privacyruleandresearch.nih.gov/pr\\_06.asp](https://privacyruleandresearch.nih.gov/pr_06.asp)

Appendix E and attestations are not required.

**This option requires review and approval from the Office of Compliance and Privacy Affairs.**

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

#### **Article 14 MacBride And Signature**

14.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.





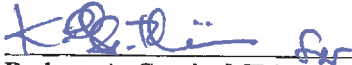
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

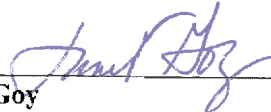
**CITY**

**CONTRACTOR**

Recommended by:

**Community Awareness and Treatment Services**

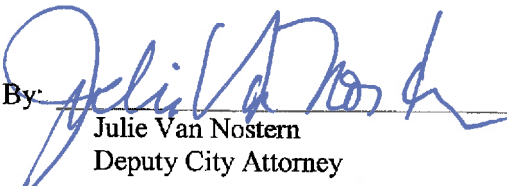
  
\_\_\_\_\_  
Barbara A. Garcia, MPA  
Director of Health  
Department of Public Health

  
\_\_\_\_\_  
Janet Goy  
Executive Director


City Vendor Number and Supplier ID:  
04848 and 0000022483

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Julie Van Nostern  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
Jaci Fong  
Director of the Office of Contract Administration, and  
Purchaser

**Appendices**

- |    |  |    |             |
|----|--|----|-------------|
| A: | Scope of Services                                    | H: | Grant Terms |
| B: | Calculation of Charges                               |    |             |
| C: | Reserved   |    |             |
| D: | Reserved   |    |             |
| E: | Protected Information Privacy and Security Agreement |    |             |
| F: | Invoice  |    |             |
| G: | Dispute Resolution                                   |    |             |



## Appendix A Scope of Services

### 1. Terms

#### A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Francine Austin**, 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.

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

#### 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.

For contracts for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

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. 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.

G. 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.

H. 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."

**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.

Detailed description of services are listed below and are attached hereto

Appendix A-1 **San Francisco Medical Respite & Sobering Center**

**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: San Francisco Medical Respite & Sobering Center  
Program Address: 1171, 1179 & 1185 Mission St.  
San Francisco, CA 94103  
Telephone/FAX: 415-241-1199  
Website Address: www.catsinc.org

Contractor Address: 1171 Mission Street  
SF, CA 94103

Person Completing this Narrative: Janet Goy  
Telephone: 415-241-1194  
Email Address: ed@catsinc.org

**2. Nature of Document:**

New  Renewal  Modification

**3. Goal Statement:**

In the Medical Respite program, SF DPH Community Oriented Primary Care (COPC) System of Care and Community Awareness Treatment Services (CATS) through collaboration will provide temporary, coordinated health & social supportive services to help stabilize and transition homeless persons suffering from substance abuse & addiction (sobering care) and/or homeless, medically-frail persons recovering from a hospitalization &/or Emergency Department visit to improved health status.

**4. Target Population:**

The target population is homeless persons who may have substance abuse or addiction disorders, as well as, those who are hospitalized on medical-surgical units as well as homeless clients with chronic medical needs that cannot safely be addressed in shelters and that are typically rejected because of their needs. While clients with psychiatric co-morbidities will be accepted, the Medical Respite will not accept clients whose primary reason for hospitalization is psychiatric. No one requiring acute hospitalization or skilled nursing will be accepted. Medical Respite serves medically frail clients who need assistance with chronic health management, medication adherence, and social services. The Sobering Center targets inebriated individuals who often are homeless and picked up on the streets. They are provided with a safe place to sober up with medical monitoring and referrals for ongoing care.

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

The Service modality is client and staff supportive services at the DPH Medical Respite Services. CATS provides only support services to the medical program with all medical and social services

(direct client care) provided by DPH medical staff. Specifically, CATS provides food services, assisting patients in daily living i.e. dressing, toileting, showering, janitorial services, and transportation. CATS does not chart in the patient's record (as this is the total responsibility of the DPH medical staff) nor does CATS provide any social services (as this is the domain of the DPH social work staff). CATS has no control over the number of clients or the number of contacts since the DPH owns this responsibility. Client intakes and the tracking of UDC is the responsibility of DPH staff. This is a cost reimbursement contract and the UOS is based upon the number of staff hours of Program Support.

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Clients (NOC)
<u>Program Support Staff Hours:</u> 1 UOS = 1 hours of staff program support services to maintain & clean facilities, provide meals and/or transport clients to health care or social services appointments. 34.75 FTE X 40 hrs/wk X *est.46 weeks/year X 90% = *10 Respite Worker positions are budgeted for 6 mos of the program year.	57,546	90
<b>Total UOS Delivered</b>	57,546	
<b>Total UDC Served</b>		

**If Needed Medical Respite Expansion Construction Project:**

The project is a partnership between the San Francisco Department of Public Health (SFDPH) and the Community Awareness & Treatment Services, Inc. (CATS). The overarching goal is to add square footage to the existing medical respite facility, therefore increasing the number of beds available for medically oriented support services for medically frail homeless persons.

A **Leadership Team (Project Management Team)** has been convened to provide oversight, guidance and approval of the program/concept, project criteria, design and construction. The team includes representatives from SFDPH, CATS, DPW and LDA Architects.

**CATS** will be provided funding for Construction. They will be specifically responsible for facilitating the overall Construction process. CATS will hire a consultant to serve as its Agent, Construction Manager and Lead of a **Construction Management Team**. The Construction Management Team will also include a lead individual from the selected Construction Company (Design Build Team). Additional representatives from SFDPH and SFDPW will be part of the team and serve in an advisory capacity.



This space intentionally is left blank.

The Roles and Responsibilities are outlined as indicated below:

Phase	Task	Deliverables	Roles and Responsibility
Pre-Construction	CATS will negotiate a contractual agreement with a consultant to provide ongoing and daily Construction Management (CM) oversight to the project.	Contractual agreement with a Construction Manager	CATS
	Serve in an advisory capacity to CATS on the Pre-Construction process and in securing a consultant to serve as CM	Support Activities	SFDPH / SFDPW
RFP	Administer and Issue Request for Qualification and Proposals for Design Build Team (DBT)	RFQ Criteria and RFP and a qualified contractors list	CATS / CM
	Negotiate a contractual agreement with selected Design Build Team (DBT). RFP support, review of proposals, respond to proposers questions, assist with selection process.	Contractual agreement with Design Build Team / Construction Company Support activities	CATS / CM SFDPH / SFDPW
Permitting	Develop construction and permit drawings based on Project Criteria and Basis of Design	Drawings	DBT / CM / CATS
	Procure Building and other Permits as required for construction of the project.	Permits	DBT / CM / CATS

<b>Construction</b>	Coordinate milestone reviews and updates with SFDPH and SFDPW	Setup ongoing Project Meetings	DBT / CM / CATS
	CM will lead the process for invoice review, approval and submission. Additional reviews and approval will be sought from the members of the Construction Management Team (includes SFDPH and SFDPW representatives). After all reviews and approvals, Invoices will be submitted to CATS for payment.	Weekly reporting to Construction Management Team and Bi-Weekly Reporting to Project Management (Leadership) Team on all invoices	CM / CATS / SFDPH
	Management of budget and cost control. Manage cost within awarded budget, monitor spending, provide updated cost projections and ensure no cost overruns	The following reporting will be required to fully ensure the task: CM: Projected and actual costs on construction CATS: Invoices Paid and Pending for Construction and adherence to budget SFDPH: Monitoring and reporting on overall budget, tracking of CM and CATS reporting	CM / CATS / SFDPH
	Assist CM with invoices review for payment. Serve in an advisory capacity to ensure payments align with scope of work	Support activities	SFDPH / SFDPW
	*Submit invoices to CATS for approval and payment	Submission of Invoices	DBT via CM
	*Make appropriate payment to DBT after all invoice reviews	Payment of Invoices	CATS
	Schedule and obtain DBI milestone inspections and signoffs	Inspection Sign-offs	DBT / CM / CATS

	Quality assurance observations, Testing, training, etc.	Reviews/Testing/Inspection Reports	DBT / CM / CATS
	Quality assurance observations	Advisory Role and Assist CM as needed	SFDPH / SFDPW
	Construct and deliver completed project in conformance with applicable codes and requirements within budget and schedule.	Construction Submittals	DBT / CM / CATS
	Substantial and Final Completion Signoff	Certificate of Occupancy	DBT / CM / CATS
<b>Move-In</b>	Move in	Coordination of occupancy	CATS / SFDPH
CATS	Community Awareness and Treatment Services		
DBT	Design Build Team (Construction Contractor)		
CM	Construction Management		
SFDPH	San Francisco Department of Public Health		
SFDPW	San Francisco Department of Public Works		

\* To facilitate cash flow for CATS the following Plan approved by Anne Okubo, DPH Deputy Financial Officer will be implemented:

1. Martin Soto, DPH Project Director, will review and approve construction invoices.
2. Martin Soto will forward estimated invoices to Leslie Dubbin, DPH, for approval.
3. DPH will pay CATS based on estimated invoices.
4. CATS will submit final invoices to DPH.
5. DPH Fiscal will reconcile final invoices with estimated invoices.
  - a. Additional amount owed to CATS will be paid.

- b. Amounts owed to DPH will be deducted from the next invoice.
- 6. Other conditions:
  - a. Per State law and best practices recommended by DPW, CATS will retain a minimum of 5% (State requirement) from payments to the construction contractor before submitting invoice to DPH.
  - b. As the project proceeds and risks reduced (e.g. 95% of project complete), retained funds in excess of 125% of the value of work that has not been completed, may be requested.

## 6. Methodology:

The San Francisco Medical Respite & Sobering Center program with approximately 90 total beds (69 respite beds plus 10 swing beds collocated with an 11 bed sobering center) provides temporary housing with medically-orientated supportive services for medically frail homeless persons leaving the hospital or the Emergency Department, as well as a safe place to sober up and receive services for inebriated individuals who are typically homeless. In the new Medical Respite model, homeless men and women referred by hospitals and shelters will be placed according to gender either in the 1171 Mission St. side of the building or in the 1185 Mission St. side of the building, sharing space with homeless individuals referred from shelters. Also, the Sobering Center will move to the 1185 Mission St. side of the building. Generally the Medical Respite provides temporary housing with medically-oriented supportive services for medically frail homeless persons. Hospital referrals will continue as usual. Shelter referrals will come from the DPH Emergency Shelter Nursing Team and SFHOT. SFDPH will provide clinical services for this program including medical personnel and case managers.

Community Awareness and Treatment Services provides quality supportive service for the Medical Respite & Sobering Center clients and staff, including, but not limited to, one-to-one support for clients, transportation, janitorial and laundry services. An on- site full kitchen provides meals and snacks.

### **On a daily basis, CATS Medical Respite Staff will provide the following services:**

- A. Assist patients in Activities of Daily Living.
- B. Assist patients to and from bathroom.
- C. Laundering of client belongings.
- D. Help patients take showers.
- E. Cleanup after patients (vomiting due to radiation therapy, etc.)
- F. Light maintenance of facility
- G. Cleaning of facility.
- H. Provide transportation to and from appointments and other essential services.
- I. Prepare nutritious meals
- J. Coordinate with DPH re Life Safety Issues

CATS program staff works with the Medical Respite clinical staff coordinates transportation services for program clients to attend necessary medical or social service appointments. The most vulnerable clients are prioritized for the program's van transportation.

**7. Objectives and Measurements:**

**A. Required Objectives**

**All objectives, and descriptions of how objectives will be measured, are contained in the SF DPH Fiscal Intermediary Performance Objectives document**

**8. Continuous Quality Improvement:**

During FY 17/18, CATS staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. The Program Director will ensure that all staff funded under this contract will receive a minimum of 6 hours training. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion. CATS Medical Respite Program Director will assure that CATS supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations or recruitment, training, supervision, scheduling, and routine performance appraisals.

By November 30, 2017, a schedule of quarterly meetings between DPH Medical Respite Administrative Staff and CATS administrative staff to monitor & address program issues/accomplishments will be established. Meetings to be attended by DPH Medical Program Director, CATS Medical Respite Program Director, CATS Executive Director, CATS Director of Finance and other relevant staff as deemed appropriate.

CATS will also hold monthly Safety Meetings in coordination with DPH when appropriate.

*The CATS Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY17-18 Declaration of Compliance.*

The quality of the program will be monitored by the CATS Medical Respite Program Director and CATS' Executive Director with feed-back from DPH's medical staff. Trainings and orientations are provided to staff to improve the quality of service and include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided.

There are also quarterly safety meetings and annual TB screenings for all staff. In addition, the medical respite support staff have a complaint procedure in place for patients. Complaints are referred to the CATS Medical Respite Program Director for review. All complaints are investigated and the resolution is documented. Staff also complete Incident Reports when needed.

All staff participate in an annual CATS cultural competency training. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff also attend other cultural competency trainings offered by the City as appropriate.

The program is in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

Evidence of CQI activities related to A - D is maintained in CATS Medical Respite/Sobering Center Administrative Binder:

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a description of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

The Administrative Binder is available for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

**9. Required Language: N/A**

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. 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.

- (1) 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 (15<sup>th</sup>) 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) 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. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon the effective date of this Agreement, 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 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

**2. Program Budgets and Final Invoice**

**A. Budget Summary**

Appendix B-1 Medical Respite

**B. COMPENSATION**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Eight Million Eight Hundred Twenty Three Thousand Seven Hundred Eighty Four Dollars (\$8,823,784)** for the period of **July 1, 2017 through June 30, 2019**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$945,505** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) 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.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount 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 a 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.

July 1, 2017 through June 30, 2018 (BPHM11000036)	\$3,939,189
July 1, 2018 through June 30, 2019	\$3,939,189
Subtotal: July 1, 2010 through Dec 31, 2017	\$7,878,378
Contingency July 1, 2010 through Dec 31, 2017	<u>\$945,505</u>
<b>Total July 1, 2010 through December 31, 2017</b>	<b>\$8,823,784</b>



(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement 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 this section of this Agreement.

C. CONTRACTOR further understands that \$762,780 of the period from July 1, 2017 through December 31, 2017 in the Contract Number BPHM11000036 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM11000036 for the Fiscal Year 2017-2018.

D. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

E. 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.

F. In no event shall the CITY be liable for interest or late charges for any late payments.

G. 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.







Program Name	Medical Respite	Constitution	Funding Modification Date
Program Code	N/A	N/A	
Model/SEC (MH) or Modality (SA)	SecPrev-19	N/A	
Service Description	SA-Sec Prev Outreach	N/A	
Funding Item (mandatory - commodity)	07011720830178	07011720830178	
<b>NON-DPH USES</b>			
Salaries & Employee Benefits	\$ 1,493,381		\$ 1,493,381
Operating Expenses	\$ 1,281,436	\$ 4,167	\$ 1,285,603
Capital Expenses		\$ 71,121	\$ 71,121
Subtotal Direct Expenses	\$ 2,774,817	\$ 75,298	\$ 2,850,115
Indirect Expenses	\$ 388,474		\$ 388,474
<b>TOTAL FUNDING USES</b>	\$ 3,163,291	\$ 75,298	\$ 3,238,589
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>			
<b>SA SUBSTANCE ABUSE FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
SA COUNTRY - General Fund	HMHSOCRES227		\$ 3,163,291
<b>SA COUNTY - Medical Respite Capital Project</b>			
HMHSMBDRPAC-CHANCES-1804			
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>			
<b>OTHER DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
<b>TOTAL OTHER DPH FUNDING SOURCES</b>			
<b>NON-DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
<b>TOTAL NON-DPH FUNDING SOURCES</b>			
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>			
<b>REVENUES</b>			
<b>REVENUES OF SERVICE ACCOUNT COSTS</b>			
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (Classes)			
SA Only - Licensed Capacity for Med-Cal Provider with Narcotic Tx Program			
Payment Method			
DPH Units of Service			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	Staff Hour	Unit Type	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	57,546	N/A	\$ 54.97
Published Rate (Med-Cal Providers Only)		N/A	\$ 54.97
Unduplicated Clients (UDC)	90	N/A	
			<b>Total UDC</b>
			90

**Appendix B - DPH 3: Salaries & Benefits Detail**

Program Name: Medical Respite  
 Program Code: N/A

Appendix #: B-1  
 Page #: 3  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

Term (mm/dd/yy-mm/dd/yy):	07/01/17-06/30/18		07/01/17-06/30/18		FTE	Salaries	FTE	Salaries	FTE	Salaries
	Position Title	FTE	Salaries	FTE						
	<b>TOTAL</b>									
		<b>County SA General Fund HMHSCRES227</b>								
Program Director	1.00	\$ 72,866	1.00	\$ 72,866						
Program Coordinator	1.00	\$ 60,874	1.00	\$ 60,874						
Respite Worker	13.75	\$ 440,440	13.75	\$ 440,440						
Respite Worker at Expansion (See Note 1)	10.00	\$ 160,160	10.00	\$ 160,160						
Janitor	3.00	\$ 102,773	3.00	\$ 102,773						
Driver	3.00	\$ 96,096	3.00	\$ 96,096						
Cook	2.00	\$ 68,515	2.00	\$ 68,515						
Food Service Supervisor	1.00	\$ 42,598	1.00	\$ 42,598						
	0.00	\$ -								
	0.00	\$ -								
	0.00	\$ -								
	0.00	\$ -								
<b>Totals:</b>	<b>34.75</b>	<b>\$ 1,044,322</b>	<b>34.75</b>	<b>\$ 1,044,322</b>						
<b>Employee Fringe Benefits:</b>	<b>0.43</b>	<b>\$ 449,059</b>	<b>0.43</b>	<b>\$ 449,059</b>						

**TOTAL SALARIES & BENEFITS** : **\$ 1,493,381**

Note 1 The extra 10 respite workers at expansion are prorated for 6 months only due to fund availability.

**\$ 1,493,381**      **\$ 1,493,381**      **\$ -**      **\$ -**

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Medical Respite  
 Program Code: N/A

Appendix #: B-1  
 Page #: 4

Fiscal Year: 2017-2018  
 Funding Notification Date: 07/07/17

Expense Categories & Line Items	TOTAL	County SA General Fund HMHSOCRES227	County Medical Respite Expansion Construction Fund HMHSHEDRPACP-GRMRES-1801		
Term (mm/dd/yyyy-mm/dd/yyyy):	07/01/17-06/30/18	07/01/17-06/30/18			
Rent	\$ 848,000	\$ 848,000			
Utilities(telephone, electricity, water, gas)	\$ 68,000	\$ 68,000			
Building Repair/Maintenance	\$ 45,000	\$ 45,000			
Occupancy Total:	\$ 961,000	\$ 961,000			
Office Supplies	\$ 60,000	\$ 60,000			
Photocopying					
Program Supplies					
Computer Hardware/Software					
Materials & Supplies Total:	\$ 60,000	\$ 60,000			
Training/Staff Development	\$ 10,000	\$ 10,000			
Insurance	\$ 70,000	\$ 70,000			
Professional License					
Permits					
Equipment Lease & Maintenance	\$ 30,000	\$ 30,000			
General Operating Total:	\$ 110,000	\$ 110,000			
Local Travel					
Out-of-Town Travel					
Field Expenses					
Staff Travel Total:	\$ -	\$ -			
Audit & Accounting (add more Consultant/Subcontractor lines as necessary)	\$ 7,000	\$ 7,000			
Consultant/Subcontractor Total:	\$ 7,000	\$ 7,000			
Parking, Fuel & Maintenance - Vans	\$ 20,000	\$ 20,000			
Client Related Costs	\$ 55,000	\$ 55,000			
Food & Food Preparation	\$ 68,436	\$ 68,436			
CATS Admin Fee for Construction	\$ 4,167	\$ 4,167			
Other Total:	\$ 147,803	\$ 143,436	\$ 4,167		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 1,305,603</b>	<b>\$ 1,281,436</b>	<b>\$ 4,167</b>		

**Appendix B - DPH 5: Capital Expenses Detail**

Program Name: Medical Respite Expansion Construction  
 Program Code: N/A

Appendix #: B-1  
 Page #: 4  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
					\$ -
<b>Total Equipment Cost</b>					\$ -

**2. Remodeling**

Description	Total Cost
<p><u>Medical Respite Expansion Construction</u>                      Remodel of a one story building with two entrances at 1179 Mission Street and 1185 Mission Street in San Francisco to make it habitable/functional for accommodating the 30 bed Medical Respite program for medically frail population and the approximately 11 bed Sobering Center.</p> <p><u>Funding Source</u>                      Medical Respite Capital Project                      Index Code: HMHSMEDRPACP                      Project Code-Detail: CHMRES-1601</p>	\$ 771,731
<b>Total Remodeling Cost</b>	<b>\$ 771,731</b>

**Total Capital Expenditure**  
 (Equipment plus Remodeling Cost)

**\$ 771,731**







**Appendix C  
Reserved**



**Appendix D  
Reserved**



**Appendix E**  
**Protected Information Privacy and Security Agreement**







## San Francisco Department of Public Health

## Protected Information Privacy and Security Agreement

**PROTECTED INFORMATION Privacy and Security Agreement**

CONTRACTOR hereby acknowledges and agrees to the following privacy and security obligations and commitments in regard to access to the Department of Public Health's (SFDPH) Protected Information:

**a. Compliance with Federal and State Laws.** CONTRACTOR shall protect the privacy and provide for the security of SFDPH's medical information or protected health information ("PHI") (collectively, "Protected Information") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

**b. Attestations.** Except when SFDPH's data privacy officer exempts CONTRACTOR in writing, the CONTRACTOR shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1), Data Security (Attachment 2), and Compliance (Attachment 3) within sixty (60) calendar days from the execution of the Agreement. If SFDPH makes substantial changes to any of these forms during the term of the Agreement, the CONTRACTOR will be required to complete SFDPH's updated forms within sixty (60) calendar days from the date that SFDPH provides CONTRACTOR with written notice of such changes. CONTRACTOR shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to SFDPH within 15 calendar days of a written request by SFDPH.

**b. Appropriate Safeguards.** CONTRACTOR shall take the appropriate security measures to protect the confidentiality, integrity and availability of Protected Information that it accesses, creates, receives, maintains, or transmits.

**c. Notification of Breach, Security Threats, and Unpermitted Uses or Disclosures.** CONTRACTOR shall notify SFDPH in writing within 5 calendar days of any breach of Protected Information; any reasonable suspicion or detection of security incidents related to Protected Information and any use or disclosure of data in violation of any applicable federal or state laws by CONTRACTOR or its agents or subcontractors. SFDPH will notify CONTRACTOR of any reasonable suspicion or detection of security incidents that could compromise SFDPH systems and confidentiality. In such security incidents, both parties will work collaboratively to mitigate the situation and to identify a solution.

**d. Notification of Breach to Regulatory Agencies.** CONTRACTOR acknowledges and agrees that, as a Covered Entity and health care provider, it has an obligation independent of



## San Francisco Department of Public Health

## Protected Information Privacy and Security Agreement

SFDPH to notify regulatory agencies and patients of privacy breaches caused by the acts or omissions of its employees or agents or related to the security of its electronic systems.

e. **Corrective Action.** CONTRACTOR shall take prompt corrective action to remedy any breach of Protected Information, mitigate to the extent practicable any harmful effect of a use or disclosure of Protected Information, and take any other action required by applicable federal and state laws and regulations pertaining to such breach.

e. **Protection Against Threats.** CONTRACTOR shall protect against any reasonably anticipated threats or hazards to the security or integrity of the Protected Information.

f. **Protection Against Unpermitted Uses or Disclosures.** CONTRACTOR shall protect against any reasonably anticipated access, uses or disclosures of the Protected Information that are not permitted or required under federal or state law.

g. **Security Violations.** CONTRACTOR shall maintain written policies and procedures to prevent, detect, contain, and correct security violations, including risk analysis, risk management, sanctions, and information system activity review.

h. **Privacy and Security Officers.** CONTRACTOR shall maintain qualified Privacy and Security Officers.

i. **Appropriate Access.** CONTRACTOR shall ensure that all CONTRACTOR employees and agents have appropriate access to electronic Protected Information and shall prevent those employees and agents who do not need access from obtaining it. This includes procedures for authorizing and supervising access, workforce clearance, and personnel termination procedures.

j. **Training.** CONTRACTOR shall provide privacy and security awareness and training for all employees and agents, including management. This shall include initial training and periodic reminders and updates, including requirements and obligations under federal and state law. Training shall cover protecting against viruses and malicious software and password management.

k. **Security Incidents.** CONTRACTOR shall maintain policies and procedures to report, mitigate and document Security Incidents.

l. **Periodic Evaluations.** CONTRACTOR shall conduct periodic evaluations of the security implementation against the Security Standards and environmental or operational changes affecting the security of electronic Protected Information.

m. **Facility Access Controls.** CONTRACTOR shall maintain facility access controls, which limit physical access to the provider's electronic information systems and the facilities in



## San Francisco Department of Public Health

## Protected Information Privacy and Security Agreement

which they are housed, while ensuring that authorized access is allowed. These controls include a facility security plan, access control procedures, and facility maintenance.

n. **Workstation Use.** CONTRACTOR shall maintain security policies and procedures on workstation use, including the physical surroundings of workstations that permit access to electronic Protected Information.

o. **Access Controls.** CONTRACTOR shall maintain access controls to restrict access to persons or processes that have been granted access rights. These include unique user identification, emergency access procedures, and automatic log off of systems after no more than a ten minute period of inactivity.

p. **Audit Control Mechanisms.** CONTRACTOR shall comply with SFDPH requests to audit appropriateness of usage of SFDPH electronic records systems. Quarterly, SFDPH shall provide CONTRACTOR with a list representing a random 1% of patient records that were accessed by CONTRACTOR staff during the fiscal year. CONTRACTOR shall develop an audit tool to ensure that the SFDPH electronic records systems are accessed only for treatment reasons, shall conduct quarterly audits, and shall provide the results of these audits to the SFDPH Chief Integrity Officer within 14 calendar days of receipt.

q. **Civil and Criminal Penalties.** CONTRACTOR understands and agrees that it may be subject to civil or criminal penalties for the unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c) and other state and federal laws.

s. **Deprovision of Access.** Within 24 hours of expiration or earlier termination of the Agreement, CONTRACTOR shall provide SFDPH with a list of all employees and other individuals or entities that have access to SFDPH's electronic records systems. Within 48 hours of expiration or earlier termination of the Agreement, SFDPH shall ensure that all access to SFDPH's electronic records systems is deprovisioned with respect to all individuals and entities on CONTRACTOR's user list.

t. **Data Destruction.** When no longer needed, CONTRACTOR must destroy all Protected Information received from SFDPH or obtained on SFDPH's behalf that CONTRACTOR has in its possession using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

u. **Survival.** The obligations of CONTRACTOR under this Appendix shall survive the expiration or termination of this Agreement.

v. **Disclaimer.** SFDPH makes no warranty or representation that compliance by CONTRACTOR with this Agreement, HIPAA, the HITECH Act, the HIPAA Regulations or



San Francisco Department of Public Health

Protected Information Privacy and Security Agreement

applicable California law provisions will be adequate or satisfactory for CONTRACTOR's own purposes. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

Attachment 1 – SFDPH Privacy Attestation, version (06-07-17)

Attachment 2 – SFDPH Data Security Attestation, version (06-07-17)

Attachment 3 – SFDPH Compliance Attestation, version (06-07-17)

Contractor Name:	<b>Community Awareness and Treatment Services</b>	Contractor City Vendor ID	<b>0000022483</b>
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**PRIVACY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

**I. All Contractors:**

DOES YOUR ORGANIZATION ...				Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?				
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?				
	If Name & Title:	Phone #	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]				
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgements of trainings for a period of 7 years.]				
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?				
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?				

**II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.**

If Applicable: DOES YOUR ORGANIZATION ...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

**III. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
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**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date



Contractor Name:

**Community Awareness and Treatment Services**

Contractor City Vendor ID

**0000022483**

**DATA SECURITY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

DOES YOUR ORGANIZATION...					Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]					
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?					
	Date of last Data Security Risk Assessment/Audit:					
C	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:					
	Have a formal Data Security Awareness Program?					
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?					
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?					
	If yes:	Name & Title:	Phone #	Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]					
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgment of trainings for a period of 7 years.]					
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?					
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?					

**II. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
--	---------------	-----------	------

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date





Contractor Name: **Community Awareness and Treatment Services** Contractor City Vendor ID: **0000022483**

**COMPLIANCE ATTESTATION FOR HIPAA COVERED ENTITIES**

All business partners of SFPDH that are HIPAA Covered Entities must have a formal compliance program and demonstrate integrity in their business practices. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH. **Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. DOES YOUR ORGANIZATION ...**

	Yes	No*
A Have a formal Compliance Program that meets Office of the Inspector General (OIG) requirements?		
B Have a Compliance Officer or other individual designated as the person in charge of handling compliance matters? If Name & Title: _____ Phone #: _____ Email: _____ yes: _____		
C Require Compliance Training upon hire and annually thereafter for all employees? [Retain training materials for 7 years.]		
D Have proof that employees have completed compliance training? [Retain proof for 7 years.]		
E Have a Code of Conduct or Ethics policy that includes a non-retaliation clause and a mechanism for staff to confidentially and anonymously report potential compliance concerns. [Retain versions for 7 years.]		
F Have proof that employees upon hire, and annually thereafter, have signed agreement to your organization's Code of Conduct? [Retain proof for 7 years.]		
G Have mechanisms in place to identify and promptly respond to compliance deficiencies (including reporting any deficiencies to SFPDH) that could jeopardize your organization's continued participation in government health care programs including Medicare or Medi-Cal funded programs?		
H Understand and comply with state and federal regulations regarding billing Medicare and Medi-Cal programs and assure that bills submitted to such programs are supported by the required medical record documentation?		
I Publicize the SFPDH Compliance and Privacy Hotline number (1-855-729-6040) or the City's Whistleblower Program including posting a notice of whistleblower protections in staff areas where it can be seen?		
J Upon hire and monthly thereafter, check the exclusions lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency? [Retain proof for 7 years.]		
K Upon hire and re-enrollment of clinical providers, check the Social Security Administration's Death Master File to ensure that Medicaid or Medicare is not being billed in the name of a deceased provider. [Retain proof for 7 years.]		
L Require (or will require if/when applicable) subcontractors that are HIPAA Covered Entities to comply with all applicable requirements in this Attestation?		

**II. Under penalty of perjury, I attest that I have authority to sign on behalf of my organization and that, to the best of my knowledge, the information herein is true and correct:**

Attested by:	Name: (print) _____	Title: _____	Signature: _____	Date: _____
--------------	---------------------	--------------	------------------	-------------

**III. \*EXCEPTIONS:** If you answered "NO" to any question or believe a question is Not Applicable, please contact OCPA for a consultation at 1-855-729-6040 or compliance.privacy@sfdph.org. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

Approved by OCPA:	Name: (print) _____	Title: _____	Signature: _____	Date: _____
-------------------	---------------------	--------------	------------------	-------------



**Appendix F  
Invoice**



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number

Contractor: Community Awareness & Treatment Services  
Address: 1171 Mission Street, San Francisco, CA 94103  
Tel. No.: (415) 241-1199  
Fax No.: (415) 553-3839

**BHS**

INVOICE NUMBER: S11 JL 17  
CL Blanket No.: BPHM TBD  
CL PO No.: POHM TBD  
Fund Source: SA County - Med Respite Capital Project  
Invoice Period: July 2017  
Final Invoice: (Check if Yes)  
ACE Control Number:

Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Construction - HMHSMEDRPACP-CHMRES-1601												
							#DIV/0!	#DIV/0!			#DIV/0!	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:				0.00%	
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: CATS Admin Fee for Construction	\$ 4,167.00	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ 4,167.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 4,167.00	\$ -	\$ -	0.00%	\$ 4,167.00
Capital Expenditures	\$ 159,731.00	\$ -	\$ -	0.00%	\$ 159,731.00
TOTAL DIRECT EXPENSES	\$ 163,898.00	\$ -	\$ -	0.00%	\$ 163,898.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 163,898.00	\$ -	\$ -	0.00%	\$ 163,898.00
Less: Initial Payment Recovery				0.00%	
Other Adjustments (DPH use only)				0.00%	
REIMBURSEMENT		\$ -			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Community Awareness & Treatment Services

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939



Funding Term: 07/01/2017 - 09/30/2017

PHP Division: Behavioral Health Services

INVOICE NUMBER: S12 JL 17

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County - Med Respite Project Grant

Invoice Period: July 2017

Final Invoice: (Check if Yes)

ACE Control Number: \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Construction - HMHSRCGRANTS-HCSA-15-1800												
					-	-	#DIV/0!	#DIV/0!	-	-	#DIV/0!	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Operating Expenses:</b>					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ 612,000.00	\$ -	\$ -	0.00%	\$ 612,000.00
<b>TOTAL DIRECT EXPENSES</b>	\$ 612,000.00	\$ -	\$ -	0.00%	\$ 612,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL EXPENSES</b>	\$ 612,000.00	\$ -	\$ -	0.00%	\$ 612,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date







## Appendix G

### Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

#### Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

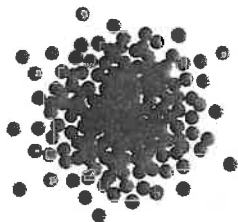
The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

#### Dispute Resolution Procedure

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

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. However,





**TIPPING POINT**  
COMMUNITY

## ONE-TIME GRANT AWARD AGREEMENT

The board of directors of Tipping Point Community ("Tipping Point") has authorized Tipping Point to award a \$612,000 one-time grant (the "Grant") to the San Francisco Department of Public Health (the "Grantee") pursuant to the terms outlined below (the "Agreement"), dated as of April 12, 2017. As a condition of receiving the Grant, the Grantee agrees to the following:

### 1. THE PURPOSE OF THE GRANT

The Grantee shall use the Grant to fund an additional 34 respite beds for clients who have chronic medical needs that cannot be safely addressed in an emergency shelter setting.

The Grant will be capital support to expand the existing respite shelter at 1171 Mission Street by 34 beds to complete the scope of work in Exhibit A to this agreement. No funding received through this grant will supplant any existing City and County funding.

In no event, shall the Grant be used for funding or expenses related to any staff solely dedicated to advocacy or to services outside of the San Francisco Bay Area; nor will the Grant be used in any manner that violates the terms of this Agreement. The Grant is not in any way earmarked to support lobbying or voter registration activity.

### 2. THE TERM OF THE GRANT

(a) The Grant is made for a term to commence on April 12, 2017 (the "Initial Term") and conclude on July 31, 2017. If the Grantee does not fully utilize the Grant during the Initial Term, the Grantee shall notify Tipping Point in writing 30 days prior to the end of the Initial Term to request an extension of the Initial Term (the "Extension Request"). Tipping Point, in its sole discretion, shall determine whether or not to grant the Extension Request on the same terms and conditions as the Agreement (the "Extension"). For the avoidance of doubt, if Tipping Point declines to approve the Extension Request or if the Grantee does not submit such an Extension Request, then the Grantee shall remit any unused portion of the Grant within 30 days of the end of the Initial Term or the end of the Extension, as applicable.

(b) If the Agreement is not signed by the Grantee and returned to Tipping Point by May 11, 2017, the Agreement shall be deemed null and void.

### 3. PAYMENT OF THE GRANT

(a) The Grant is payable in a single installment to be paid in accordance with Section 3(b) and Section 12, and except as otherwise specified by the Agreement.

(b) Tipping Point will release a single installment of up to \$612,000 upon completion of the project (when beds become accessible to clients) and submission of an invoice of actual expenditures.

(c) No funds used by this grant will be used to supplant existing county funds.

### 4. REPORTING

Grantee shall provide a written report after three months of the respite beds being accessible to clients providing information on clients served including: number served, demographics, and health status.

### 5. NON-RENEWAL

The Grant is a one-time grant, not eligible for renewal. While this grant is non-renewable, when considering the Grantee for eligibility for any future grants, Tipping Point will consider the Grantee's success in accomplishing the Goal.

### 6. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF TIPPING POINT'S NAME AND LOGO

Tipping Point may include information about the Grant and the Grantee in its periodic reports and may make information about the Grant and the Grantee public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and the Grantee agree that the Grantee may include Tipping Point's name on lists of the Grantee's partners and/or supporters, and that in each instance in which the Grantee discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. Grantee shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity including but not limited to press releases and other reports, without the prior written consent of Tipping Point.

### 7. LEGAL REQUIREMENTS

The Grantee agrees not to use any portion of the Grant for any of the following:

(a) to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of sections 4945(d)(1) and 4945(e) of the Code);

- (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Code);
- (c) for any grant to an individual for travel, study, or other similar purposes (within the meaning of section 4945(d)(3) of the Code), unless such a grant satisfies the requirements of section 4945(g) of the Code;
- (d) for any grant to an organization described in section 4945(d)(4) of the Code unless the requirements of section 4945(h) of the Code (relating to the exercise of expenditure responsibility) are met;
- (e) for unreasonable administrative expenses or for other excessive expenses (as determined in Tipping Point's sole discretion);
- (f) for any purpose which is not exclusively religious, charitable, scientific, literary, or educational, or to foster national or international amateur sports competition (but not for the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Code);
- (g) to hire or recruit or refer for a fee for employment, or to continue to employ in the United States an alien, knowing that the alien is an unauthorized alien (as defined in 8 U.S.C. §1324a(h)(3) with respect to such employment, as provided under 8 U.S.C. §1324a(a)(1) and (2)); or
- (h) to engage in any illegal, fraudulent or morally reprehensible (as determined in Tipping Point's sole discretion) behavior.

## 8. POLICY OF NON-DISCRIMINATION

Tipping Point is making the Grant on the condition that the Grantee has a written anti-discrimination policy in effect and does not discriminate against people seeking either services or employment based on race, sex, religious creed, color, ancestry, age, sexual orientation, gender, national origin, physical disability, mental disability, medical condition or marital status (the "Anti-discrimination Policy"). In the event that the Anti-discrimination Policy is not in effect and enforceable by law at the time of execution of the Agreement or at any time during the Initial Term or the Extension, if applicable, the Agreement shall be deemed null and void and Grantee will be required to remit any portion of the Grant paid to date to Tipping Point within 60 days.

## 9. BOOKS AND RECORDS

The Grantee will keep its financial and other records in a manner to adequately show the use of the Grant in accordance with the terms and provisions of the Agreement.

## 10. RIGHT TO CANCEL, MODIFY OR REVOKE PAYMENT

The parties acknowledge and agree that Tipping Point has the right to cancel, modify or withhold any payment under the Agreement or to require a total or partial refund of the payment if Tipping Point, in its sole discretion, determines that:

- (a) the Grantee has used any portion of the Grant other than for the Purpose or has violated any provisions of the Agreement, including but not limited to Section 9, and any other applicable law and regulation;
- (b) the Grantee has failed to make substantial progress on the Goals; or,
- (c) cancellation, modification or revocation is necessary to protect Tipping Point's interests and other charitable activities.

Within 30 days of written notice of Tipping Point's decision to cancel or revoke payment, the Grantee shall remit any portion of the Grant requested by Tipping Point, in its sole discretion.

## 11. NOTIFICATIONS

The Grantee agrees to notify Tipping Point in writing within two days of any significant changes in the Grantee's operations, organizational leadership, customary expenditures and any other developments that significantly impact Grantee's programs and operations.

## 12. MISCELLANEOUS

The Agreement constitutes the entire agreement between Tipping Point and Grantee and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any

provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*





IN WITNESS WHEREOF, Tipping Point and the Grantee have caused the Agreement to be executed as of the date first written above by their authorized signatories.

Department of Public Health

By: Barbara Garcia  
Barbara Garcia  
Director

Address for Notices:  
City and County of San Francisco  
Department of Public Health  
101 Grove Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94102

Tipping Point Community

By: Annie Ulevitch  
Annie Ulevitch  
COO

Address for Notices:  
220 Montgomery Street, Suite 850  
San Francisco, CA 94104



**EXHIBIT A**

Reference Medical Respite Expansion (next page).





Edwin M. Lee  
Mayor

# San Francisco Department of Public Health

## Medical Respite Expansion Draft Proposal Updated October 4, 2016

### Background

San Francisco has over 10,000 homeless people living in shelters and on the streets, according to the DPH-CCMS in 2015. In addition to being homeless, many of these individuals have Mental Health and/or Substance Use Disorders and/or medical issues. Many of them receive services for those issues through DPH.

Homeless people with complex needs represent about 15% of the homeless population. In spite of frequent outreach efforts, many homeless people with complex needs remain on the streets and are very visible. There are few facilities serving this part of the homeless population. Emergency shelters turn homeless people with high needs away, because they cannot be served in that setting. The shelters don't have the right amount of staffing, personnel with the needed qualifications or the space.

The current Medical Respite has 45 beds and is very successful in treating people released from SFGH inpatient units, who need time to recover further. This program always has a long wait list of hospital referrals. Homeless people with the complex needs described above, do not usually have these kind of distinct and acute presenting problems. But, without the appropriate care, they are likely on the way to urgent and emergent settings.

### Purpose of Respite Expansion

- Provide medical and psychosocial services in a shelter-like environment to homeless clients with chronic medical needs that cannot be addressed in the current emergency shelter system.
- Decrease 911 calls and EMT utilization, originating from shelters unable to address the presenting problems of homeless clients with chronic medical needs.
- Create safe non-emergency transfer/discharge options from the shelter system for homeless patients with chronic medical needs.

### Services at Respite Expansion

Provide 34 beds for clients who have chronic medical needs that can not be safely addressed in an emergency shelter setting. This may include medically frail clients and those who need help with chronic health management, medication adherence, and direct social services, but do not have acute medical needs. The goal is to reduce exacerbation of illness and subsequent hospitalization.

The Respite Expansion will serve clients of or rejected by the emergency shelter system because of their needs. Assessment and referral will be provided by the DPH Emergency Shelter Nursing Team.

Services provided include:

- 22 male beds; some will be designed to meet additional accessibility needs
- 12 female beds; some will be designed to meet additional accessibility needs
- Dormitory style temporary housing
- Group meals, three times a day
- Hygiene (access to toilets, showers and washing machines)
- Nursing care

- Some Assistance with Activities of Daily Living (ADL)
- Case management and care coordination for ongoing psycho-social needs
- Hospitality, support services and safety monitoring
- Medication management, storage, safety, and coordination with outpatient pharmacies
- Transportation and escorts to key appointments; including, primary care, benefits and housing
- Discharge coordination with outside providers

#### Respite Expansion Site

Lease and rehabilitate the building at 1189 Mission Street to create a 30 Bed congregate facility with appropriate community space and staffing for this population. The lease start date is 5/1/2015 to gain site control and allow for construction start-up as soon as possible. The Department of Public Works (DPW) will be responsible for the construction. DPW has been assisted with building assessments, space development and construction cost analysis.

#### Facility Requirements include:

- Two separate dormitories; one for 22 beds with partitions for male clients and one for 12 beds with partitions for female clients
- Storage for clients' belongings (either bedside or lockers)
- Toilets (some ADA accessible; some urinals for men's area) and Showers (all with safety bars; at least one must be roll-in) in each dormitories
- Living/Group/Dining area; including couches, tables and chairs
- Staff offices and break room
- Staff bathroom
- Exam/interview room with a sink
- Supply and storage areas in the basement; including for additional client belongings
- Kitchen area for snacks and small meal prep; full meals will be prepared at the Medical Respite commercial kitchen next door

#### Staffing at Respite Expansion

A Community Based Organization (CBO) will be providing 24/7 staffing, general operations and custodial services via a contract with the Health Department.

DPH will be hiring a total of 2.0 FTE Registered Nurses (RN) and 1.0 FTE Licensed Clinical Social Workers (LCS) to provide the clinical care. Both operations/case management and clinical services will benefit from some staff efficiencies via the Medical Respite next door.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anixter & Oser, Inc. License OE28888 205 San Marin Drive Novato CA 94945-1227	<b>CONTACT NAME:</b> Denise Billings / Vanessa Waidman <b>PHONE:</b> (415) 898-1600 <b>FAX:</b> (415) 898-3322 <b>EMAIL:</b> denise@properlyinsured.com <b>ADDRESS:</b>
<b>INSURED</b> Community Awareness & Treatment Services, Inc. 1171 Mission Street, Second Floor San Francisco CA 94103	<b>INSURER A:</b> Nonprofits Ins Alliance of CA <b>INSURER B:</b> Redwood Fire & Casualty <b>INSURER C:</b> Travelers Indemnity of America <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER: CL1762616561** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> IND. SECT. <input type="checkbox"/> LOC OTHER:	X	2017-01328	7/1/2017	7/2/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA accident) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	2017-01320	7/1/2017	7/1/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input checked="" type="checkbox"/> RETENTIONS 10,000		2017-01320-UBS	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indicate by Y/N) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	CONCS17577	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
FIDELITY		109805713	7/1/2017	7/1/2018	Employee Dishonesty \$2,000,000 Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as additional insured per form CG 2026. City & County of San Francisco is named loss payee as respects the Travelers Fidelity policy.

<b>CERTIFICATE HOLDER</b> City & County of San Francisco Dept. of Public Health, CBHS Attn: Caroyln McKenney 1380 Howard St. 4th Flr. San Francisco, CA 94103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE D J. Billings/NESSA
--	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED—DESIGNATED  
PERSON OR ORGANIZATION**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees & volunteers**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:**

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to**

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

**This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations**





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

**01320**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE ONLY**

**In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:**

**CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees & volunteers**

**(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

**But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.**

**It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.**

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

**Amendment One**

THIS AMENDMENT (this "Amendment") is made as of December 5, 2018 in San Francisco, California, by and between Community Awareness and Treatment Services ("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, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP-36-2013") issued on October 10, 2013, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 48652-16/17 on June 19, 2017;

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 176-19 on April 26, 2019.

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, 2017, Contract Numbers 10000060000 and 0000106355, 0000207831 between Contractor and City as amended by this Amendment One.

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

**2.1 Article 2, Term of the Agreement, Section 2.1 of the Agreement currently reads as follows:**

**ARTICLE 2 TERM OF THE AGREEMENT**

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on June 30, 2019, unless earlier terminated as otherwise provided herein.

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

**ARTICLE 2 TERM OF THE AGREEMENT**

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expires on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 Article 3, Financial Matters, Section 3.3.1 of the Agreement currently reads as follows:

**ARTICLE 3 FINANCIAL MATTERS**

**3.3 Compensation**

**3.3.1 Payment**

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Eight Million Eight Hundred Twenty-Three Thousand Seven Hundred Eighty Four Dollars (\$8,823,784). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

**ARTICLE 3 FINANCIAL MATTERS**

**3.3 Compensation**

**3.3.1 Payment**

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Twenty Three Million One Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$23,186,920). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 Article 3, Financial Matters, Section 3.4 of the Agreement currently reads as follows:

**ARTICLE 3 FINANCIAL MATTERS**

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and

records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

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

### **ARTICLE 3 FINANCIAL MATTERS**

#### **3.4**

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

## **2.4 Article 5 Insurance and Indemnity, Section 5.1 of the Agreement currently reads as follows:**

### **ARTICLE 5 INSURANCE AND INDEMNITY**

#### **5.1 Insurance.**

**5.1.1 Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

**5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:**

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."**

**5.1.4** Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

**5.1.5** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

**5.1.6** Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**5.1.7** Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

**5.1.8** If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**Such Section is hereby amended to read as follows:**

## **ARTICLE 5 INSURANCE AND INDEMNITY**

### **5.1 Insurance.**

**5.1.1 Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

**5.1.2** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**5.1.3** All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

**5.1.4** Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

**5.1.5** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

**5.1.6** Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**5.1.7** Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

**5.1.8** If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2.5 Article 8 Termination and Default, Section 8.4.1 of the Agreement currently reads as follows:**

**ARTICLE 8 TERMINATION AND DEFAULT**

**8.4.1 Rights and Duties Upon Termination or Expiration**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information

13.4	Protected Health Information
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**Such Section is hereby amended to read as follows:**

**ARTICLE 8 TERMINATION AND DEFAULT**

**8.4.1 Rights and Duties Upon Termination or Expiration**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

**2.6 Article 12 Department Specific Terms, Section 12.5 is added to the Agreement and reads as follows:**

**ARTICLE 12 DEPARTMENT SPECIFIC TERMS**

**12.5 Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

**2.7 Article 13 Data and Security, Section 13.3 of the Agreement currently reads as follows:**

**ARTICLE 13 DATA AND SECURITY**

**13.3 Protected Information Privacy and Security Agreement (PSA)**

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").



The parties acknowledge that CONTRACTOR is one of the following (Choose Only One):

1.  CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity<sup>1</sup> as defined under HIPAA;
  
2.  CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity<sup>1</sup> as defined under HIPAA;  
Complete the following attached documents:
  - a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
  - b. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
  
3.  CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;  
Appendix E and attestations are not required.  
This option requires review and approval from the Office of Compliance and Privacy Affairs.

<sup>1</sup> A Covered Entity is defined under HIPAA as one of the following:

- a. **Health Care Providers** (doctors, clinics, psychologists, pharmacies, nursing homes)
- b. **Health Plans** (Health insurance companies, HMOs, company health plans, government programs that pay for health care).
- c. **Health Care Clearinghouse** (Not Applicable to SFDPH contracts)  
**Source:** <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>  
[https://privacyruleandresearch.nih.gov/pr\\_06.asp](https://privacyruleandresearch.nih.gov/pr_06.asp)

Such Section is hereby amended to read as follows:

### 13.3 Business Associate Agreement

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1.  Do at least one or more of the following:
  - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
  
  - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

**FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:**

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
  1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
  
2.  **NOT do any of the activities listed above in subsection 1;**  
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and ` attestations are not required for the purposes of this Agreement.

**2.8 Appendix A-1 dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix A-1 dated 12/05/18 (i.e. December 5, 2018) is hereby added for 2018-19.**

**2.9 Appendices B and B-1 dated 07/01/18 (i.e. July 1, 2018) are hereby deleted and Appendices B and B-1 dated 12/05/18 (i.e. December 5, 2018) are hereby added for 2018-19.**

**2.10 Appendix E, Protected Information Privacy and Security Agreement, dated 06/21/17 (June 21, 2017) is hereby deleted and Appendix E, Business Associate Agreement dated 04/12/18 (April 12, 2018) is hereby added for 2018-19.**

**2.11 Appendix F, Invoices, dated 12/17/18 (December 17, 2018) are hereby added for 2018-19.**

### **Article 3 Effective Date**

**Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

### **Article 4 Legal Effect**

**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, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

Recommended by:



Greg Wagner  
Acting Director of Health  
Department of Public Health

**CONTRACTOR**

Community Awareness and Treatment  
Services



Ivy Ho  
Acting Executive Director

City Supplier ID:  
0000022483

Approved as to Form:

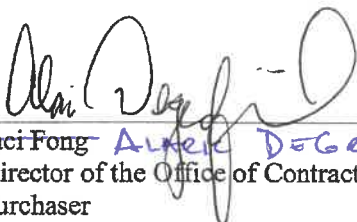
Dennis J. Herrera  
City Attorney

By:



Julie Van Nostern  
Deputy City Attorney

Approved:



Jaci Fong ~~ALYK DEGRAFINIER~~  
Director of the Office of Contract Administration, and  
Purchaser

Received By:  
JUN 11 '19 PM 12:27  
Purchasing Department



**1. Identifiers:**

Program Name: San Francisco Medical Respite & Sobering Center Document name refers to FY 17-18

Program Address: 1171, 1179 & 1185 Mission St.  
San Francisco, CA 94103

Telephone/FAX: 415-241-1199

Website Address: www.catsinc.org

Contractor Address: 1171 Mission Street  
San Francisco, CA 94103

Person Completing this Narrative: Janet Goy, Executive Director, and Nicole Johnson, Program Director

Telephone: 415-241-1194; 415-683-6286

Email Address: ed@catsinc.org; nicole.johnson@sfdph.org

**2. Nature of Document:**

Original

Internal Contract Revision One

Amendment One

**3. Goal Statement:**

In the Medical Respite program, SF DPH Community Oriented Primary Care (COPC) System of Care and Community Awareness Treatment Services (CATS) through collaboration will provide temporary, coordinated health & social supportive services to help stabilize and transition homeless persons suffering from substance abuse & addiction (sobering care) and/or homeless, medically-frail persons recovering from a hospitalization &/or Emergency Department visit to improved health status.

**4. Target Population:**

The target population is homeless persons who may have substance abuse or addiction disorders, as well as, those who are hospitalized on medical-surgical units as well as homeless clients with chronic medical needs that cannot safely be addressed in shelters and that are typically rejected because of their needs. While clients with psychiatric co-morbidities will be accepted, the Medical Respite will not accept clients whose primary reason for hospitalization is psychiatric. No one requiring acute hospitalization or skilled nursing will be accepted. Medical Respite serves medically frail clients who need assistance with chronic health management, medication adherence, and social services. The Sobering Center targets inebriated individuals who often are homeless and picked up on the streets. They are provided with a safe place to sober up with medical monitoring and referrals for ongoing care.



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

The Service modality is client and staff supportive services at the DPH Medical Respite Services. CATS provides only support services to the medical program with all medical and social services (direct client care) provided by DPH medical staff. Specifically, CATS provides food services, assisting patients in daily living i.e. dressing, toileting, showering, janitorial services, and transportation. CATS does not chart in the patient's record (as this is the total responsibility of the DPH medical staff) nor does CATS provide any social services (as this is the domain of the DPH social work staff). CATS has no control over the number of clients or the number of contacts since the DPH owns this responsibility. Client intakes and the tracking of UDC is the responsibility of DPH staff. This is a cost reimbursement contract and the UOS is based upon the number of staff hours of Program Support.

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Clients (NOC)
<p><u>Program Support Staff Hours: 1 UOS = 1 hours of staff program support services to maintain &amp; clean facilities, provide meals and/or transport clients to health care or social services appointments.</u>                      38.45 FTE X 40 hrs/wk X *est.46 weeks/year X 90% =</p>	63,673	87
<b>Total UOS Delivered</b>	63,673	
<b>Total UDC Served</b>		

**6. Methodology:**

The San Francisco Medical Respite & Sobering Center (MRS) program with 87 total beds (75 respite beds plus 12 bed sobering center beds) provides temporary housing with medically-orientated supportive services for medically frail homeless persons leaving the hospital or the Emergency Department, as well as a safe place to sober up and receive services for inebriated individuals who are typically homeless. In the new Medical Respite model, homeless men and women referred by hospitals and shelters will be placed according to gender either in the 1171 Mission St. side of the building or in the 1179 Mission St. side of the building, sharing space with homeless individuals referred from shelters. Also, the Sobering Center has moved to the 1185 Mission St.





side of the building. Generally the Medical Respite provides temporary housing with medically-oriented supportive services for medically frail homeless persons. Hospital referrals will continue as usual. Shelter referrals will come from the DPH Shelter Health Team. SFDPH will provide clinical services for this program including medical personnel and case managers.

Primary Care (PC) designs the MRS model of care and will be the advocate/evaluator for appropriate levels of CATS services contracted through Behavioral Health Services (BHS).

Community Awareness and Treatment Services (CATS) provides quality supportive service for the Medical Respite & Sobering Center clients and staff, including, but not limited to one-to-one support for clients, transportation, janitorial and laundry services. An on-site full kitchen provides meals and snacks.

CATS' services are designed to support a medical model program prioritizing primary care to facilitate wellness for the clients who access services. The focus is on customer service and professionalism with the goal of creating a calm, quiet, healing environment especially at night and during the early morning hours. Although both DPH and CATS have distinct responsibilities they will provide services within the framework of an integrated model with close collaboration to best serve the fragile clients who access care at Medical Respite and the Sobering Center. A team approach will be prioritized by CATS and DPH management, who will provide coaching and other training to staff to reinforce team cohesion as staff address the multiple challenges of this program.

**On a daily basis, CATS Medical Respite Staff will provide the following services:**

In the spirit of collaboration, CATS staff will assist in custodial care when needed at the request of the PC staff. Requests/communication will be facilitated with walkie talkies and will be directed through on-site CATS supervisors when possible. This may require temporarily leaving current assignments to respond to a PC emergent request.

- Support the Medical Respite Mission to promote stabilization, hope, and healing for adults experiencing homelessness in San Francisco.
- Work collaboratively with CATS and DPH employees in an integrated team to meet shared goals.
- Ensure that Medical Respite clients are treated with dignity and respect, and that their physical needs are adequately met while residing at the facility.



- Monitor and report on health & safety issues (including behavioral health issues) within the building, and provide de-escalation and conflict resolution to clients as needed.
- Monitor all visitors to the building to provide privacy and security.
- Provide materials and assistance for client health and hygiene related needs, seeking nursing support as needed.
- Assist with heating and serving meals.
- Assist health care providers with client navigation and clinic flow, including intakes and discharges.
- Monitor client belongings at intake and bedside.
- Light maintenance of facility and light cleaning of facility.
- Laundering of client belongings.
- Transportation to and from appointments and other essential services.
- Preparation and serving of nutritious meals including busing, cleaning dishware and storing food.
- Janitorial and facilities operations and maintenance
- Coordination with DPH concerning Life Safety Issues.

All staff will have an up to date job descriptions with input from the DPH Program Director/Nurse Manager. All job descriptions will contain the MRS mission and emphasize working as a team with DPH MRS staff in order to produce the best clinical practice model as envisioned in the DPH MRS Mission statement.

CATS program staff works with the Medical Respite clinical staff coordinating transportation services for program clients to attend necessary medical or social service appointments. The most vulnerable clients are prioritized for the program's van transportation.

When there are changes in CATS operation or schedule, the CATS Program Director will notify the DPH Program Director ASAP or, at the latest, within 48 hours. Most changes will be made in collaboration with DPH management.

## **7. Objectives and Measurements:**

### **A. Required Objectives**

All objectives, and descriptions of how objectives will be measured, are contained in the SF DPH Fiscal Intermediary Performance Objectives and BHS AOA Performance Objectives document.



### **8. Continuous Quality Improvement:**

CATS Medical Respite Program Director will assure that CATS supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals.

CATS staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population. Formal trainings will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 18/19 CATS staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Trainings include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior, De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided. 15-20 minutes of in-service training time will be provided by DPH MR management as well. Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify trainings provided during staff meetings.

In addition, quarterly safety meetings are held and there are annual TB screenings for all staff.

Starting January 2018, Quarterly Medical Respite Meetings will be replaced by Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CATS and DPH. Meetings will be attended by CATS Medical Respite Program Director, CATS Executive Director, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

*The CATS Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 18-19 Declaration of Compliance.*

The quality of the program will be monitored by the CATS Medical Respite Program Director and CATS' Executive Director with feed-back from DPH's medical staff.



The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily.

The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:

- \*Number of total client transports.
- \*Number of missed transports including reasons.
- \*Pick up times will be no more than 60 minutes after initial call whenever possible depending on weather and city traffic.

The Quality of the Food service will be measured by the following indicators:

- \*Ability to provide meals based on client medical/health needs.
- \*Joint bi-monthly review of menus by DPH clinical staff member designated by DPH MR Director.
- \*Attendance to nutritional guidelines.
- \*Client Satisfaction Survey with measurements of satisfaction with meals.
- \*Feedback on food from Community Meetings.
- \*The Food Service will pass the annual DPH Food Safety Inspection.

CATS will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off of the entire list by the Program Director. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

In addition, the Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CATS Medical Respite Program Director for review. Responses are collaborative with DPH on-site management. All complaints are investigated and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.

The CATS Program Director or Program Coordinator will attend monthly Community Meetings as another means of receiving client feedback. The CATS Executive Director will review monthly minutes of Community Meetings to ensure problems are addressed.

The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency trainings offered by the City as appropriate.





The CATS MRS program will continue to work with PC to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CATS Executive Director and the DPH MRS Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols.

The program is in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

Evidence of CQI activities related to A - D is maintained in CATS Medical Respite/Sobering Center Administrative Binder:

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a description of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

The Administrative Binder is available for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

**9. Required Language: N/A**



## Appendix B Calculation of Charges

### 1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. 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.

(1) 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 (15<sup>th</sup>) 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) 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 (15<sup>th</sup>) 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) 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) 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. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties.



D. Upon the effective date of this Agreement, 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 MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

## 2. Program Budgets and Final Invoice

### A. Program are listed below:

#### Budget Summary Appendix B-1 Medical Respite

### B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Twenty Three Million One Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$23,186,920)** for the period of July 1, 2017 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,986,744 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) 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.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows,



notwithstanding that for each fiscal year, the amount 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 a 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.

<b>July 1, 2017 to June 30, 2018</b>	<b>\$</b>	<b>4,643,973</b>
<b>July 1, 2018 to June 30, 2019</b>	<b>\$</b>	<b>4,016,417</b>
<b>July 1, 2019 to June 30, 2020</b>	<b>\$</b>	<b>4,097,087</b>
<b>July 1, 2020 to June 30, 2021</b>	<b>\$</b>	<b>4,179,378</b>
<b>July 1, 2021 to June 30, 2022</b>	<b>\$</b>	<b>4,263,321</b>
<b>SubTotal July 1, 2017 to June 30, 2022</b>	<b>\$</b>	<b>21,200,176</b>
<b>Contingency</b>	<b>\$</b>	<b>1,986,744</b>
<b>TOTAL July 1, 2017 to June 30, 2022</b>	<b>\$</b>	<b>23,186,920</b>

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement 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 this section of this Agreement.

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Swords to Plowshares for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

### 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.



**Appendix B - DPH 1: Department of Public Health Contract Budget Summary**

DHCS Legal Entity Number (MH) 01078		Appendix# B-1	
Contractor Name <b>Community Awareness &amp; Treatment Services, Inc.</b>		Page # 1	
Contract CMS #	RFP 36-2013	Document Date	Funding Notification Date:
1000006000		12/5/2018	2018-2019
			05/10/18
Contract Appendix Number	B-1		
Provider Number	383841		
Program Name(s)	Medical Respite		
Program Code(s)	N/A		
Funding Term	07/01/18-06/30/19		
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries	\$ 1,458,990		\$ 1,458,990
Employee Benefits	\$ 627,366		\$ 627,366
<b>Subtotal Salaries &amp; Benefits</b>	<b>\$ 2,086,356</b>	\$ -	\$ 2,086,356
Operating Expenses	\$ 1,436,721		\$ 1,436,721
Capital Expenses	\$ -		\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 3,523,077</b>	\$ -	\$ 3,523,077
Indirect Expenses	\$ 493,340		\$ 493,340
Indirect %	14.0%		14.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 4,016,417</b>	\$ -	\$ 4,016,417
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			<b>Employee Fringe Benefits %</b>
			43.0%
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>		\$ -
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>\$ -</b>	\$ -	\$ -
SA COUNTY - General Fund	\$ 4,016,417		\$ 4,016,417
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>\$ 4,016,417</b>	\$ -	\$ 4,016,417
<b>OTHER DPH FUNDING SOURCES</b>			\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	\$ -	\$ -
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 4,016,417</b>	\$ -	\$ 4,016,417
<b>NON-DPH FUNDING SOURCES</b>			\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	\$ -	\$ -
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 4,016,417</b>	\$ -	\$ 4,016,417
	Ivy Ho, ivy.ho@catsinc.org	<b>Phone Number</b>	415-241-1195



**Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

Contractor Name		Community Awareness & Treatment Services, Inc.		Appendix #	B-1
Provider Name		Medical Respite		Page #	2
Provider Number		383841		Fiscal Year	2018-2019
Document Date		12/5/2018		Funding Notification Date:	05/10/18
Program Name	Medical Respite				
Program Code	N/A				
Mode/SFC (MH) or Modality (SA)	SecPrev-19				
Service Description	SA-Sec Prev Outreach				
Funding Term:	07/01/18-06/30/19	TOTAL			
<b>FUNDING USES</b>					
Salaries & Employee Benefits	\$ 2,086,356			\$ 2,086,356	
Operating Expenses	\$ 1,436,721			\$ 1,436,721	
Capital Expenses					
Subtotal Direct Expenses	\$ 3,523,077			\$ 3,523,077	
Indirect Expenses	\$ 493,340			\$ 493,340	
<b>TOTAL FUNDING USES</b>	<b>\$ 4,016,417</b>			<b>\$ 4,016,417</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>	
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
SA COUNTY - General Fund	240646-10000-10001681-0003	\$ 4,016,417		\$ 4,016,417	
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>\$ 4,016,417</b>			<b>\$ 4,016,417</b>	
<b>OTHER DPH FUNDING SOURCES</b>					
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 4,016,417</b>			<b>\$ 4,016,417</b>	
<b>NON-DPH FUNDING SOURCES</b>					
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 4,016,417</b>			<b>\$ 4,016,417</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Reimbursement				
DPH Units of Service	(CR)				
Unit Type	Staff Hour				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 63.08			\$ 63.08	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 63.08			\$ 63.08	
Published Rate (Medi-Cal Providers Only)	N/A				
Unduplicated Clients (UDC)	87				
<b>Total UDC</b>	<b>87</b>				



**Appendix B - DPH 3: Salaries & Benefits Detail**

Program Name: Medical Respite  
 Program Code: N/A

Appendix #: B-1  
 Page #: 3  
 Fiscal Year: 2018-2019

Term:	TOTAL			County SA General Fund 240646-10000-10001681-0003			Funding Notification Date: 05/10/18		
	07/01/18-06/30/19	07/01/18-06/30/19	07/01/18-06/30/19	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00 \$	76,555	1.00 \$	1.00	76,555				
Program Coordinator	1.00 \$	63,956	1.00 \$	1.00	63,956				
Program Coordinator (overnight shift)	1.00 \$	63,956	1.00 \$	1.00	63,956				
Respite Worker	23.75 \$	822,819	23.75 \$	23.75	822,819				
Janitor I	5.20 \$	175,054	5.20 \$	5.20	175,054				
Janitor II	1.00 \$	35,988	1.00 \$	1.00	35,988				
Driver	3.00 \$	103,935	3.00 \$	3.00	103,935				
Cook	2.00 \$	71,976	2.00 \$	2.00	71,976				
Food Service Supervisor	1.00 \$	44,751	1.00 \$	1.00	44,751				
<b>Totals:</b>	<b>38.95 \$</b>	<b>1,458,990</b>	<b>38.95 \$</b>	<b>38.95</b>	<b>1,458,990</b>				
<b>Employee Fringe Benefits:</b>	<b>43% \$</b>	<b>627,366</b>	<b>43% \$</b>	<b>43%</b>	<b>627,366</b>				

**TOTAL SALARIES & BENEFITS**      \$ 2,086,356      \$ -      \$ -





Appendix B - DPH 4: Operating Expenses Detail

Program Name: Medical Respite  
 Program Code: N/A

Appendix #: B-1

Page #: 4

Fiscal Year: 2018-2019

Funding Notification Date: 05/10/18

Document Date 12/5/2018

Expense Categories & Line Items	Term:	07/01/18-06/30/19	TOTAL	County SA General Fund 240646-10000- 10001681-0003	07/01/18-06/30/19
Rent		\$ 859,872	\$	859,872	
Utilities (telephone, electricity, water, gas)		\$ 95,000	\$	95,000	
Building Repair/Maintenance		\$ 45,000	\$	45,000	
<b>Occupancy Total:</b>		<b>\$ 999,872</b>	<b>\$</b>	<b>999,872</b>	<b>\$</b>
Office Supplies		\$ 54,300	\$	54,300	
Photocopying		\$ -	\$	-	
Program Supplies		\$ -	\$	-	
Computer Hardware/Software		\$ -	\$	-	
<b>Materials &amp; Supplies Total:</b>		<b>\$ 54,300</b>	<b>\$</b>	<b>54,300</b>	<b>\$</b>
Training/Staff Development		\$ 10,000	\$	10,000	
Insurance		\$ 90,000	\$	90,000	
Professional License		\$ -	\$	-	
Permits		\$ -	\$	-	
Equipment Lease & Maintenance		\$ 24,569	\$	24,569	
<b>General Operating Total:</b>		<b>\$ 124,569</b>	<b>\$</b>	<b>124,569</b>	<b>\$</b>
Local Travel		\$ -	\$	-	
Out-of-Town Travel		\$ -	\$	-	
Field Expenses		\$ -	\$	-	
<b>Staff Travel Total:</b>		<b>\$ -</b>	<b>\$</b>	<b>-</b>	<b>\$</b>
		\$ -	\$	-	
		\$ -	\$	-	
<b>Consultant/Subcontractor Total:</b>		<b>\$ -</b>	<b>\$</b>	<b>-</b>	<b>\$</b>
Parking, Fuel & maintenance - Vans		\$ 22,700	\$	22,700	
Client Related Costs		\$ 61,763	\$	61,763	
Food & Food Preparation		\$ 173,517	\$	173,517	
		\$ -	\$	-	
<b>Other Total:</b>		<b>\$ 257,980</b>	<b>\$</b>	<b>257,980</b>	<b>\$</b>
<b>TOTAL OPERATING EXPENSE</b>		<b>\$ 1,436,721</b>	<b>\$</b>	<b>1,436,721</b>	<b>\$</b>



**Appendix B -DPH 6: Contract-Wide Indirect Detail**

Contractor Name: Community Awareness & Treatment Services, Inc. Page # 6  
 Contract CMS #: 1000006000 Fiscal Year: 2018-2019  
Funding Notification Date: 5/10/18  
Date 12/5/2018

**1. SALARIES & BENEFITS**

Position Title	FTE	Amount
Executive Director	0.50	\$ 54,838
Executive Assistant	0.49	\$ 23,558
Director of Finance	0.50	\$ 42,025
Senior Accountant	0.49	\$ 25,025
Staff Accountant	0.50	\$ 23,678
Human Resources Director	0.49	\$ 36,036
IT Administrator	0.49	\$ 25,903
Maintenance Coordinator	0.49	\$ 23,022
<b>Subtotal:</b>	3.95	\$ 254,084
Employee Fringe Benefits:	43%	\$ 109,256
<b>Total Salaries and Benefits:</b>		\$ 363,340

**2. OPERATING COSTS**

Expense line item:	Amount
Rental of Property	\$ 34,262
Building Maintenance	\$ 17,550
Office Supplies/Expenses	\$ 8,816
Utilities	\$ 8,816
Insurance	\$ 10,579
Staff Training	\$ 4,425
Legal & Professional	\$ 6,909
Equipment Rental	\$ 9,257
Equipment Maintenance	\$ 7,780
Audit & Accounting	\$ 21,605
<b>Total Operating Costs</b>	\$ 130,000
<b>Total Indirect Costs (Salaries &amp; Benefits + Operating Costs)</b>	\$ 493,340



**Appendix E**  
**Business Associate Agreement**



## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

#### RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

#### 1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.





APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities; and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA,



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San Francisco Department of Public Health

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PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

**l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

**2. Obligations of Business Associate.**

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA;





San Francisco Department of Public Health  
Business Associate Agreement

(iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).





## San Francisco Department of Public Health

## Business Associate Agreement

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].







San Francisco Department of Public Health  
Business Associate Agreement

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**3. Termination.**



## APPENDIX E



### San Francisco Department of Public Health

### Business Associate Agreement

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### 4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA



APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**5. Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs  
San Francisco Department of Public Health  
101 Grove Street, Room 330, San Francisco, CA 94102  
Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040



Contractor Name:	<b>Community Awareness and Treatment Services</b>	Contractor City Vendor ID	<b>0000022483</b>
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**PRIVACY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

**I. All Contractors.**

DOES YOUR ORGANIZATION...				Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?				
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?				
	If Name & Title:	Phone #	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]				
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]				
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?				
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?				

**II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.**

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

**III. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
--	---------------	-----------	------

**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name: <b>Community Awareness and Treatment Services</b>	Contractor City Vendor ID: <b>0000022483</b>
--	--

**DATA SECURITY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

	Yes	No*
<b>DOES YOUR ORGANIZATION...</b>		
A Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
Date of last Data Security Risk Assessment/Audit:		
Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C Have a formal Data Security Awareness Program?		
D Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
If yes: Name & Title: _____ Phone # _____ Email: _____		
F Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
I Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

**II. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

Name: ATTESTED by Data Security Officer or designated person	Signature	Date
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**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

Name (print) EXCEPTION(S) APPROVED by OCPA	Signature	Date
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**Appendix F**

**Invoices**



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number

Contractor: Community Awareness & Treatment Services

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: S03 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM SFGOV-0000207831

Fund Source: SA County - SA General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Medical Respite - (HMHSCRES227) 240646-10000-10001681-0003</b>												
SecPrev-19 SA-Sec Prev Outreach	63,673	87			-	-	0%	0%	63,673	87	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,458,990.00	\$ -	\$ -	0.00%	\$ 1,458,990.00
Fringe Benefits	\$ 627,366.00	\$ -	\$ -	0.00%	\$ 627,366.00
<b>Total Personnel Expenses</b>	<b>\$ 2,086,356.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,086,356.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 999,872.00	\$ -	\$ -	0.00%	\$ 999,872.00
Materials and Supplies	\$ 54,300.00	\$ -	\$ -	0.00%	\$ 54,300.00
General Operating	\$ 124,569.00	\$ -	\$ -	0.00%	\$ 124,569.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Parking, Fuel & Maintenance - Vans	\$ 22,700.00	\$ -	\$ -	0.00%	\$ 22,700.00
Client Related Costs	\$ 61,763.00	\$ -	\$ -	0.00%	\$ 61,763.00
Food & Food Preparation	\$ 173,517.00	\$ -	\$ -	0.00%	\$ 173,517.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 1,436,721.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,436,721.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 3,523,077.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 3,523,077.00</b>
Indirect Expenses	\$ 493,340.00	\$ -	\$ -	0.00%	\$ 493,340.00
<b>TOTAL EXPENSES</b>	<b>\$ 4,016,417.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 4,016,417.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date









THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY  
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

the City and County of San Francisco, its Officers, Agents, and Employees

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. **Section II – Who Is An Insured** is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply. This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The following is added to **SECTION III — LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.



D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE**.
- (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

**01320**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE ONLY**

**In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:**

**CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees & volunteers**

**(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

**But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.**

**It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.**

**POLICY CHANGE**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

COMPANY: Nonprofits Insurance Alliance of California (01320)  
POLICY NUMBER: 2018-01320  
NAMED INSURED: Community Awareness & Treatment Services, Inc.  
POLICY CHANGE EFFECTIVE: 01/25/2019  
COVERAGE PART AFFECTED: BUSINESS AUTO  
POLICY CHANGE#: 1 Page 1

---

The following additional insured(s)/loss payee(s) is/are hereby added to read:

<u>Veh #</u>	<u>VIN #</u>	<u>Additional Insured - NIAC-A1</u>
ALL		<b>The City &amp; County Of San Francisco, its Officers, Agents, and Employees</b> 1380 Howard St. 4th Flr. San Francisco, CA 94103

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All other terms, limits and conditions remain the same.

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ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$0



*A Head for Insurance. A Heart for Nonprofits.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

1 [Agreement Amendment - Community Awareness and Treatment Services - Behavioral  
2 Health Fiscal Intermediary Services - Not to Exceed \$23,186,920]

3 **Resolution approving Amendment No. 1 to the agreement between Community**  
4 **Awareness and Treatment Services and the Department of Public Health for**  
5 **behavioral health services, to increase the agreement amount by \$14,363,136 for**  
6 **an amount not to exceed \$23,186,920; and to extend the term by three years, from**  
7 **June 30, 2019, for a total agreement term of July 1, 2017, through June 30, 2022.**

8  
9 WHEREAS, The Department of Public Health selected Community Awareness  
10 and Treatment Services to provide behavioral and mental health services through a  
11 competitive solicitation; and

12 WHEREAS, Under this contract, Community Awareness and Treatment Services  
13 operates the medical respite and sobering center program, providing temporary,  
14 coordinated health and supportive social services to stabilize residents of San Francisco  
15 who have substance use disorders, who are homeless, or who are medically-frail and  
16 recovering from hospitalization or an Emergency Department visit, to improve their  
17 health status; now, therefore, be it


18 RESOLVED, That the Board of Supervisors hereby authorizes the Director of  
19 Public Health and the Director of the Office of Contract Administration/Purchaser, on  
20 behalf of the City and County of San Francisco, to execute an agreement with  
21 Community Awareness and Treatment Services to increase the agreement amount by  
22 \$14,363,136 for a total amount not to exceed \$23,186,920 and to extend the term by  
23 three years, from June 30, 2019, for a total agreement term of July 1, 2017, through  
24 June 30, 2022; and, be it



1 FURTHER RESOLVED, That the Board of Supervisors authorizes the  
2 Department of Public Health to enter into any amendments or modifications to the  
3 contract, prior to its final execution by all parties, that the Department determines, in  
4 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
5 materially increase the obligations or liabilities of the City, are necessary or advisable to  
6 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
7 and, be it

8 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
9 by all parties, the Director of Health and/or the Director of the Office of Contract  
10 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
11 inclusion into the official File No. 190105.

12  
13 RECOMMENDED:

14   
15 \_\_\_\_\_  
16 Greg Wagner  
17 Acting Director of Health  
18  
19  
20  
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25



# City and County of San Francisco

## Tails Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 190105

**Date Passed:** April 16, 2019

Resolution approving Amendment No. 1 to the agreement between Community Awareness and Treatment Services and the Department of Public Health for behavioral health services, to increase the agreement amount by \$14,363,136 for an amount not to exceed \$23,186,920; and to extend the term by three years, from June 30, 2019, for a total agreement term of July 1, 2017, through June 30, 2022.

March 06, 2019 Budget and Finance Sub-Committee - CONTINUED TO CALL OF THE CHAIR


April 10, 2019 Budget and Finance Sub-Committee - RECOMMENDED

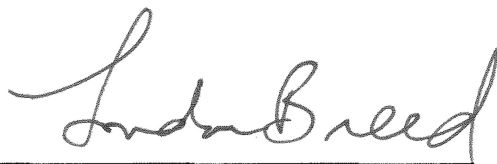
April 16, 2019 Board of Supervisors - ADOPTED


Ayes: 11 - Brown, Fewer, Haney, Mandelman, Mar, Peskin, Ronen, Safai, Stefani, Walton and Yee

File No. 190105

I hereby certify that the foregoing  
Resolution was ADOPTED on 4/16/2019 by  
the Board of Supervisors of the City and  
County of San Francisco.

  
\_\_\_\_\_  
Angela Calvillo  
Clerk of the Board

  
\_\_\_\_\_  
London N. Breed  
Mayor

  
\_\_\_\_\_  
Date Approved



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 220382

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Kelly Hiramoto	415-255-3492
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
DPH Department of Public Health	kelly.hiramoto@sfdph.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Community Forward SF	<b>TELEPHONE NUMBER</b> 415-241-1199
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1171 Mission Street, San Francisco, CA 94103	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 220382
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Not to Exceed \$40,218,177		
<b>NATURE OF THE CONTRACT (Please describe)</b> Provide the medical respite and sobering center program, providing temporary, coordinated health and supportive social services to stabilize residents of San Francisco who have substance use disorders, who are homeless, or who are medically frail and recovering from hospitalization or an Emergency Department visit, to improve their health status;		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Zorde1	Kara	CEO
2	Use1man	Johan	CFO
3	Rayner	Samantha	COO
4	Houston	Felicia	Other Principal Officer
5	Strafford	Suzanne	Board of Directors
6	Truglio	Chris	Board of Directors
7	Johnson	Todd	Board of Directors
8	Minot	John	Board of Directors
9	McDonnell	Logan	Board of Directors
10	del Castillo	Marta	Board of Directors
11	Gallimore	Greg	Board of Directors
12	Bloomin	Rose	Board of Directors
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19			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



City and County of San Francisco  
London N. Breed, Mayor

## San Francisco Department of Public Health

Grant Colfax, MD  
Director of Health

April 5, 2022

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Community Forward SF in the amount of \$40,218,177.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution
- Proposed Amendment 2
- Original Agreement, Original Board Resolution No. 176-19 File No.190105 and Amendment 1
- Form SFEC-126

For questions on this matter, please contact me at (415) 255-3492, [kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org).

Thank you for your time and consideration.

Sincerely,

DocuSigned by:  
Handwritten signature of Kelly Hiramoto in black ink.

F4918F20E78146B  
Kelly Hiramoto

Acting Supervisor  
Office of Contracts Management and Compliance  
DPH Business Office

cc: Dr. Grant Colfax, Director of Health  
Greg Wagner, Chief Operating Officer

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**The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.**

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

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1380 Howard Street, Room 419B, San Francisco, CA 94103

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Addressee  
Date  
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Michelle Ruggels, Director, DPH Business Office