

**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 1st 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.

(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/

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: David.Folmar@sfdph.org
And:	FRANCINE AUSTIN CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: Francine.Austin@sfdph.org
To CONTRACTOR:	COMMUNITY AWARENES AND TREATEMENT SERVICES 1171 MISSION STREET SAN FRANCISCO, CA 94103	FAX: (415) 241-1176 e-mail: ED@CATSINC.ORG

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 Entity¹ 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 Entity¹ 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;**

¹ 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

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.

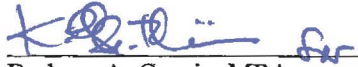
Article 14 MacBride And Signature

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

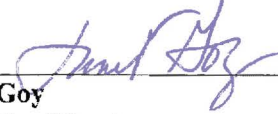
Recommended by:



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

CONTRACTOR

Community Awareness and Treatment Services

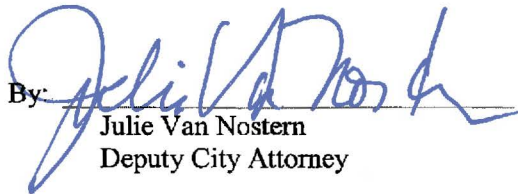


Janet Goy
Executive Director

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 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
Total UOS Delivered	57,546	
Total UDC Served		

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

Construction	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
Move-In	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 (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) 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 30th 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>
Total July 1, 2010 through December 31, 2017	\$8,823,784

(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.

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

DHCS Legal Entity Number (MH) 01078							Page #	1
DHCS Legal Entity Name (MH)/Contractor Name (SA) Community Awareness & Treatment Services, Inc.							Fiscal Year	2017-2018
Contract CMS #	TBD	RFP 36-2013	Document Date 5/1/2017		Document Date 07/01/17			
Contract Appendix Number	B-1	B-#	B-#	B-#	B-#	B-#		
Provider Number	383841							
Program Name(s)	Medical Respite							
Program Code(s)	N/A							
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/17-06/30/18						TOTAL	
FUNDING USES								
Salaries	\$ 1,044,322						\$ 1,044,322	
Employee Benefits	\$ 449,059						\$ 449,059	
Subtotal Salaries & Benefits	\$ 1,493,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,493,381	
Operating Expenses	\$ 1,285,603						\$ 1,285,603	
Capital Expenses	\$ 771,731						\$ 771,731	
Subtotal Direct Expenses	\$ 3,550,715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,550,715	
Indirect Expenses	\$ 388,474						\$ 388,474	
Indirect %	10.9%	\$ -	\$ -	\$ -	\$ -	\$ -	10.9%	
TOTAL FUNDING USES	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189	
						Employee Fringe Benefits %	48.0%	
BHS MENTAL HEALTH FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
BHS SUBSTANCE ABUSE FUNDING SOURCES								
SA COUNTY - General Fund	\$ 3,163,291						\$ 3,163,291	
County Medical Respite Expansion Construction Fund	\$ 775,898						\$ 775,898	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189	
OTHER DPH FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189	
NON-DPH FUNDING SOURCES								
							\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189	
Prepared By	Don Li, dof@catsinc.org			Phone Number	415-241-1195			

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

DHCS Legal Entity Number (MH) 01078						Page # 1
DHCS Legal Entity Name (MH)/Contractor Name (SA) Community Awareness & Treatment Services, Inc.						Fiscal Year 2017-2018
Contract CMS #	TBD	RFP 36-2013	Document Date 5/1/2017		Funding Notification Date	07/01/17
Contract Appendix Number	B-1	B#	B#	B#	B#	B#
Provider Number	383841					
Program Name(s)	Medical Respite					
Program Code(s)	N/A					
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/17-06/30/18					TOTAL
FUNDING USES						
Salaries	\$ 1,044,322					\$ 1,044,322
Employee Benefits	\$ 449,059					\$ 449,059
Subtotal Salaries & Benefits	\$ 1,493,381	\$ -	\$ -	\$ -	\$ -	\$ 1,493,381
Operating Expenses	\$ 1,285,603					\$ 1,285,603
Capital Expenses	\$ 771,731					\$ 771,731
Subtotal Direct Expenses	\$ 3,550,715	\$ -	\$ -	\$ -	\$ -	\$ 3,550,715
Indirect Expenses	\$ 388,474					\$ 388,474
Indirect %	10.9%	\$ -	\$ -	\$ -	\$ -	10.9%
TOTAL FUNDING USES	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189
					Employee Fringe Benefits %	48.0%
BHS MENTAL HEALTH FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUBSTANCE ABUSE FUNDING SOURCES						
						\$ -
SA COUNTY - General Fund	\$ 3,163,291					\$ 3,163,291
County Medical Respite Expansion Construction Fund	\$ 775,898					\$ 775,898
						\$ -
						\$ -
						\$ -
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189
OTHER DPH FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189
NON-DPH FUNDING SOURCES						
						\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 3,939,189	\$ -	\$ -	\$ -	\$ -	\$ 3,939,189
Prepared By	Don Li, dof@catsinc.org			Phone Number	415-241-1195	

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) Community Awareness & Treatment Services, Inc.		Appendix # B-1	
Provider Name Medical Respite		Page # 2	
Provider Number 383841		Fiscal Year 2017-2018	
		Funding Notification Date 07/01/17	
Program Name	Medical Respite	Construction	
Program Code	N/A	N/A	
Mode/SFC (MH) or Modality (SA)	SecPrev-19	N/A	
Service Description	SA-Sec Prev Outreach	N/A	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/17-06/30/18	07/01/17-06/30/18	TOTAL
FUNDING USES			
Salaries & Employee Benefits	\$ 1,493,381		\$ 1,493,381
Operating Expenses	\$ 1,281,436	\$ 4,167	\$ 1,285,603
Capital Expenses		\$ 771,731	\$ 771,731
Subtotal Direct Expenses	\$ 2,774,817	\$ 775,898	\$ 3,550,715
Indirect Expenses	\$ 388,474		\$ 388,474
TOTAL FUNDING USES	\$ 3,163,291	\$ 775,898	\$ 3,939,189
BHS MENTAL HEALTH FUNDING SOURCES			
			\$ -
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -
BHS SUBSTANCE ABUSE FUNDING SOURCES			
SA COUNTY - General Fund	HMHSOCRES227	\$ 3,163,291	3,163,291
			-
			-
SA COUNTY - Medical Respite Capital Project	HMHSMEDRPACP-CHMRES-1601	\$ 775,898	775,898
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 3,163,291	\$ 775,898	\$ 3,939,189
OTHER DPH FUNDING SOURCES			
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	-	-	\$ -
TOTAL DPH FUNDING SOURCES	3,163,291	775,898	\$ 3,939,189
NON-DPH FUNDING SOURCES			
			\$ -
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	-	-	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	3,163,291	775,898	\$ 3,939,189
BHS UNITS OF SERVICE AND UNIT COST			
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	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	57,546	N/A	
Unit Type	Staff Hour	N/A	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 54.97	N/A	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 54.97	N/A	\$ -
Published Rate (Medi-Cal Providers Only)	N/A	N/A	
Unduplicated Clients (UDC)	90	N/A	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):	TOTAL		County SA General Fund HMHSCRES227					
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
07/01/17-06/30/18								
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
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	\$ -						
Totals:	34.75	\$ 1,044,322	34.75	\$ 1,044,322		\$ -		\$ -

Employee Fringe Benefits:	0.43	\$ 449,059	0.43	\$ 449,059				
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TOTAL SALARIES & BENEFITS		\$ 1,493,381		\$ 1,493,381		\$ -		\$ -
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Note 1 The extra 10 respite workers at expansion are prorated for 6 months only due to fund availability.

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: 07/01/17

Expense Categories & Line Items	TOTAL	County SA General Fund HMHSCCRES227	County Medical Respite Expansion Construction Fund HMHSMEDRPACP- CHMRES-1601		
Term (mm/dd/yy-mm/dd/yy):	07/01/17-03/30/18	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	\$ 7,000	\$ 7,000			
(add more Consultant/Subcontractor lines as necessary)	\$ -				
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:	\$ 147,603	\$ 143,436	\$ 4,167	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 1,285,603	\$ 1,281,436	\$ 4,167	\$ -	\$ -

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
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
<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/functionable for accommodating the 30 bed Medical Respite program for medically frail population and the approximately 11 bed Sobering Center. <u>Funding Source</u> Medical Respite Capital Project Index Code: HMHSMEDRPACP Project Code-Detail: CHMRES-1601	\$ 771,731
Total Remodeling Cost	\$ 771,731

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:	Community Awareness and Treatment Services	Contractor City Vendor ID	0000022483
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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 yes:	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	
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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	
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Contractor Name:	Community Awareness and Treatment Services	Contractor City Vendor ID	0000022483
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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:			
	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?			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">If yes:</td> <td style="width: 25%;">Name & Title:</td> <td style="width: 25%;">Phone #</td> <td style="width: 25%;">Email:</td> </tr> </table>			If yes:
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.

ATTESTED by Data Security Officer or designated person	Name: (print)	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 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:	Community Awareness and Treatment Services	Contractor City Vendor ID	0000022483
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COMPLIANCE ATTESTATION FOR HIPAA COVERED ENTITIES

All business partners of SFDPH 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 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. 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 yes:	Name & Title:	Phone #	Email:		
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 SFDPH) 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 SFDPH 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) 553-3939



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%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
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%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ 612,000.00	\$ -	\$ -	0.00%	\$ 612,000.00
TOTAL DIRECT EXPENSES	\$ 612,000.00	\$ -	\$ -	0.00%	\$ 612,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 612,000.00	\$ -	\$ -	0.00%	\$ 612,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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: _____

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

**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



INVOICE NUMBER: S03 JL 17

Ct. Blanket No.: BPHM TBD

User Cid

Ct. PO No.: POHM TBD

Fund Source: SA County - SA General Fund

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 Medical Respite - HMHSCRES227												
SecPrev-10 SA-Sec Prev Outreach	57,546						0%	#DIV/0!	57,546		100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,044,322.00	\$ -	\$ -	0.00%	\$ 1,044,322.00
Fringe Benefits	\$ 449,059.00	\$ -	\$ -	0.00%	\$ 449,059.00
Total Personnel Expenses	\$ 1,493,381.00	\$ -	\$ -	0.00%	\$ 1,493,381.00
Operating Expenses:					
Occupancy	\$ 961,000.00	\$ -	\$ -	0.00%	\$ 961,000.00
Materials and Supplies	\$ 60,000.00	\$ -	\$ -	0.00%	\$ 60,000.00
General Operating	\$ 110,000.00	\$ -	\$ -	0.00%	\$ 110,000.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 7,000.00	\$ -	\$ -	0.00%	\$ 7,000.00
Other: Advertising	\$ 143,436.00	\$ -	\$ -	0.00%	\$ 143,436.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,281,436.00	\$ -	\$ -	0.00%	\$ 1,281,436.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 2,774,817.00	\$ -	\$ -	0.00%	\$ 2,774,817.00
Indirect Expenses	\$ 388,474.00	\$ -	\$ -	0.00%	\$ 388,474.00
TOTAL EXPENSES	\$ 3,163,291.00	\$ -	\$ -	0.00%	\$ 3,163,291.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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: _____

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

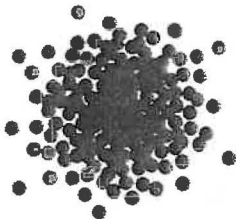
The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate 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/npcontractingt看_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.

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, 3rd 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).

PRODUCER Anixter & Gear, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	CONTACT NAME: Denise Billings / Vanessa Weidauer PHONE: (415) 898-1600 FAX: (415) 898-2422 E-MAIL: denise@properlyinsured.com ADDRESS:
INSURED Community Awareness & Treatment Services, Inc. 1171 Mission Street, Second Floor San Francisco CA 94103	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Ins Alliance of CA NAIC: NAIC INSURER B: Redwood Fire & Casualty INSURER C: Travelers Indemnity of America 25666 INSURER D: INSURER E: INSURER F:

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.

CLASS	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<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 CENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- TECT <input type="checkbox"/> LOC OTHER:	X	2017-01328	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PERSONAL (CA 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 LIQUOR LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRE/AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	2017-01328	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LMB EXCESS LMB <input type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2017-01328-UBS	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Identify in 999) If yes, describe under DESCRIPTION OF OPERATIONS NEW	Y/N N/A	CONCS17577	4/1/2017	4/1/2018	<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	FIDELITY		108805713	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.

CERTIFICATE HOLDER City & County of San Francisco Dept. of Public Health, CBRS Attn: Carolyn McKenney 1380 Howard St. 4th Flr. San Francisco, CA 94103	CANCELLATION 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.

