

File No. 220789

Committee Item No. 3

Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date July 27, 2022

Board of Supervisors Meeting

Date September 6, 2022

Cmte Board

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- Legislative Digest
- Budget and Legislative Analyst Report
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OTHER (Use back side if additional space is needed)

- Original Agreement 7/1/2018
- Board Resolution No. 202-18 6/28/2018
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa

Date July 21, 2022

Completed by: Brent Jalipa

Date August 31, 2022

1 [Contract Amendment - Crestwood Behavioral Health - Long-Term Mental Health Services -
2 Not to Exceed \$224,216,994]

3 **Resolution approving Amendment No. 1 to the agreement between Crestwood**
4 **Behavioral Health and the Department of Public Health (DPH), to provide long-term**
5 **mental health services in a 24-hour locked facility, to increase the agreement by**
6 **\$146,936,994 for an amount not to exceed \$224,216,994; to extend the term by five**
7 **years, from June 30, 2023, for a total agreement term of July 1, 2018, through June 30,**
8 **2028; and to authorize DPH to enter into amendments or modifications to the contract**
9 **prior to its final execution by all parties that do not materially increase the obligations**
10 **or liabilities to the City and are necessary to effectuate the purposes of the contract or**
11 **this Resolution.**

12
13 WHEREAS, There is a continued need to provide long-term mental health services in a
14 24-hour locked facility; and

15 WHEREAS, Through a Request for Proposals (RFP) process, RFP 30-2017, issued on
16 November 28, 2017, the Department of Public Health (DPH) selected Crestwood Behavioral
17 Health to provide these services; and

18 WHEREAS, DPH entered into an agreement on July 1, 2018, to provide these long-
19 term mental health services for five years, with the term of July 1, 2018, through June 30,
20 2023, in an amount not to exceed \$77,280,000; and

21 WHEREAS, The Board of Supervisors approved the contract agreement between DPH
22 and Crestwood Behavioral Health for an initial term of July 1, 2018, through June 30, 2023, in
23 an amount not to exceed \$77,280,000 through Resolution No.202-18 (File No. 180416); and

24 WHEREAS, DPH wishes to amend the agreement to continue providing long-term
25 mental health services in alignment with the length of the terms anticipated in RFP 30-2017,

1 by extending the term by five years, from June 30, 2023, through June 30, 2028, increasing
2 the contract by \$146,936,994 to reflect annual funding for each additional year, and to reflect
3 increased funding for additional bed capacity, for a total contract amount not to exceed
4 \$224,216,994 and for a total agreement term of July 1, 2018, through June 30, 2028; and

5 WHEREAS, Section 9.118 of the Charter, requires approval of the Board of
6 Supervisors for contracts requiring anticipated expenditures exceeding \$10 million; now,
7 therefore, be it

8 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
9 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
10 City and County of San Francisco, to execute Amendment No. 1 to the agreement with
11 Crestwood Behavioral Health to provide long-term mental health services in a 24-hour locked
12 facility, to extend the term by five years, from June 30, 2023, through June 30, 2028,
13 increasing the contract by \$146,936,994, for a total contract amount not to exceed
14 \$224,216,994, and for a total agreement term of July 1, 2018, through June 30, 2028; and, be
15 it

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

22 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
23 by all parties, the Director of Health and/or the Director of the Office of Contract
24 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion
25 into the official File No. 220789.

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2 RECOMMENDED

3 /s/

4 Dr. Grant Colfax

5 Director of Health

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<p>Item 3 File 22-0789</p>	<p>Department: Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the first amendment to the agreement between the Department of Public Health and Crestwood Behavioral Health for long-term mental health services in a 24-hour locked facility. The agreement increases the not-to-exceed amount by \$146,936,994 from \$77,280,000 to \$224,216,994 and extends the term by an additional five years for a total agreement term of July 1, 2018 through June 30, 2028. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • DPH initially selected Crestwood through a competitive Request for Proposals process issued in November 2017. The RFP sought proposals from qualified vendors to provide psychiatric care to adults and/or older adults in a locked licensed facility, Skilled Nursing Facility, and/or Mental Health Rehabilitation Center within the San Francisco Bay Area. • This contract allows for DPH to purchase beds at Crestwood facilities around California for San Francisco residents to receive mental health services. There are three types of facilities that this contract covers: Community Care licensed facilities, Mental Health Rehabilitation Centers, and Skilled Nursing Facilities. In total there are 14 facilities that the City has access to for purchasing beds under this contract. • Since FY 2018-19, the contract has funded an average of 197 beds annually. In FY 2021-22 the average daily bed census was 201 beds. DPH projects that it will fund approximately 212 beds in FY 2022-23, but this is dependent on bed availability, if an identified client matches with the available bed, the bed rate, and budget availability. An average of 239 unduplicated clients are served annually under the existing contract. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Spending in the first five years of the contract is projected to exceed the initial not-to-exceed amount by \$14.6 million due to increases in spending in prior years above budgeted levels. This increase is a result of (1) rate increases related to annual cost of doing business increases and access to beds in new programs that charge higher bed rates; (2) increases in the share of higher acuity patients which cost more money; and (3) additional bed purchases that are currently budgeted but not yet implemented. • Bed rates in FY 2018-19 and projections for FY 2022-23 show an overall average increase of 55 percent in bed rates. • Sources of funding include State Realignment, General Fund, and Mental Health SF. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the Proposed Resolution. 	

MANDATE STATEMENT

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

BACKGROUND

In June 2018, the Board of Supervisors approved a contract agreement between the Department of Public Health (DPH) and Crestwood Behavioral Health (“Crestwood”) (File 18-0416) to provide long-term mental health services in 24-hour locked facilities to San Francisco residents. The original contract was for a not to exceed amount of \$77,280,000 for a total contract term of July 1, 2018 through June 30, 2023. The agreement also included a one, five-year option to extend the agreement from June 30, 2023, through June 30, 2028.

DPH initially selected Crestwood through a competitive Request for Proposals (RFP) process issued in November 2017. The RFP sought proposals from qualified vendors to provide psychiatric care to adults and/or older adults in a locked licensed facility, Skilled Nursing Facility, and/or Mental Health Rehabilitation Center within the San Francisco Bay Area. DPH received proposals from Crestwood (with locations statewide) and Canyon Manor (based in Marin), both of which were selected.

Crestwood previously provided these services under a 2008 agreement with DPH that expired in June 2018, prior to the existing contract.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to the agreement between the Department of Public Health and Crestwood to provide long-term mental health services in a 24-hour locked facility, increasing the not-to-exceed amount by \$146,936,994 from \$77,280,000 to \$224,216,994, and extending the term by five years through June 30, 2028.

Scope of Services

This contract allows for DPH to purchase beds at Crestwood facilities around California for San Francisco residents to receive mental health services. There are three types of facilities that DPH may place residents at under this contract (1) Mental Health Rehabilitation Centers, which serve patients ages 18 to 64 years old and have a psychiatric diagnosis that prevents them from living independently or in an unlocked facility; (2) Skilled Nursing Facilities which serve patients aged 18 or older and have behavioral and medical problems and/or physical impairments that require special needs; and (3) Community Care licensed facilities, which includes Adult Residential Facilities and Residential Care Facilities for the Elderly.

According to DPH, Mental Health Rehabilitation Centers and Skilled Nursing Facilities serve higher acuity clients who may require one-to-one supervision, frequent regular checks, and enhanced program activities. Clients exiting these facilities and requiring lower levels of care may transition to treatment programs in San Francisco or can spend additional time in a program-intensive, locked residential care facility under the Crestwood contract.

In total there are 14 facilities that DPH may access for placement of residents under this contract. The 14 facilities and each facility's FY 2021-22 average daily census are shown in Exhibit 1 below.

Exhibit 1: Crestwood Facilities and Patient Census, FY 2021-22

Facility	Location	FY 2021-22 Average Daily Census
Community Care (Adult Residential)		
American River Residential	Carmichael	2
Crestwood Hope Center	Vallejo	17
Crestwood Our House RCF	Vallejo	3
Subtotal, Community Care		22
Mental Health Rehabilitation Center		
Crestwood Center - Angwin	Angwin	0
Crestwood Behavioral Health Center - San Jose	San Jose	0
Crestwood Recovery and Rehab Center	Vallejo	10
Crestwood SF Healing Center	San Francisco	54
Crestwood Fallbrook Healing Center (new)	Fallbrook	3
Crestwood Champion Healing Center (new)	Lompoc	22
Subtotal, Mental Health Rehabilitation Center		89
Skilled Nursing Center		
Crestwood Manor Fremont -Stevenson	Fremont	64
Crestwood Manor Stockton	Stockton	10
Crestwood Manor Modesto	Modesto	0
Crestwood Wellness and Recovery (new)	Redding	0
Crestwood Treatment Ctr - Mowry	Fremont	16
Subtotal, Skilled Nursing Center		90
Total		201

Source: DPH

DPH only pays for beds in use. According to DPH staff, the contract has funded an average of 197 beds per year; this has ranged from 191 (FY 2018-19) to 205 beds (FY 2019-20). DPH projects that it will fund approximately 212 beds in FY 2022-23, but this is dependent on bed availability, if an identified client matches with the available bed, the bed rate, and budget availability. According to DPH, an average of 239 unduplicated clients are served annually under the existing contract.

Performance Monitoring

There are two performance objectives for this contract. Objective 1 states that Crestwood facilities licensed as Mental Health Rehabilitation Centers or Skilled Nursing Facilities will not

return more than three San Francisco residents per month to psychiatric emergency services. Objective two states that clients admitted to Mental Health Rehabilitation Centers will have a length of state of less than two years.

According to DPH, Crestwood met both performance objectives in FY 2020-21. In FY 2020-21 the average number of clients transferred to psychiatric emergency services was 0.42 clients per month and the average length of stay for clients in Mental Health Rehabilitation Centers was 1.9 years.

In addition to these performance objectives, the contract is monitored through a virtual Utilization Review process on an on-going basis through the Behavioral Health System Residential System of Care. Each resident admitted to a facility into a contract bed is reviewed every 30 days by the City's Behavioral Health System Residential System of Care Utilization Reviewer. The Utilization Reviewer monitors on-going treatment and progress toward treatment goals including discharge as soon as clinically appropriate at monthly Utilization Review meetings with the facility treatment team. DPH staff make on-site visits as needed to provide case management support.

Financial Monitoring

Crestwood Behavioral Health, Inc. is a private company. According to DPH staff, fiscal monitoring of this contract involves DPH program staff reconciling data in Epic electronic health records against Crestwood invoices. DPH budget staff doublecheck the numbers before authorizing for payment.

FISCAL IMPACT

The proposed amendment to the contract increases the not-to-exceed amount from \$77,280,000 to \$224,216,994 for an increase of \$146,936,994. Exhibit 2 below provides an overview of actual and projected expenditures on the current contract and proposed contract amendment.

Exhibit 2: Actual and Projected Spending on the Contract, FY 2018-19 through FY 2027-28

Contract Year	Dates	Original Contract (Actuals)	Proposed Amendment	Total	Annual Change	Percent Change
1	7/1/18-6/30/19	\$13,446,085		\$13,446,085		
2	7/1/19-6/30/20	16,395,877		16,395,877	2,949,792	22%
3	7/1/20-6/30/21	19,630,772		19,630,772	3,234,895	20%
4	7/1/21-6/30/22	20,753,002		20,753,002	1,122,230	6%
5	7/1/22-6/30/23	7,054,264*	14,644,726	21,698,990	945,988	5%
6	7/1/23-6/30/24		21,820,552	21,820,552	121,562	1%
7	7/1/24-6/30/25		22,475,169	22,475,169	654,617	3%
8	7/1/25-6/30/26		23,149,424	23,149,424	674,255	3%
9	7/1/26-6/30/27		23,843,906	23,843,906	694,482	3%
10	7/1/27-6/30/28		24,559,224	24,559,224	715,318	3%
Total		\$77,280,000	\$130,493,001	\$207,773,001		
Contingency (12%)			16,443,993	16,443,993		
Total Not-to-Exceed		\$77,280,000	\$146,936,994	\$224,216,994		

Source: DPH

*Remaining amount under the existing contract. DPH staff report that the existing contract will be fully expended in FY 2022-23.

Sources of funding for the contract include State Realignment, General Fund, and Mental Health SF Prop C funding.

Increasing Contract Costs

According to DPH staff, contract spending increased by \$2.9 million (22 percent) in FY 2019-20 due to the purchase of five additional beds at the Fallbrook Healing Center, a Mental Health Rehabilitation Center and additional funding for rate increases at the SF Healing Center. Contract spending increased by an additional \$3.2 million (20 percent) in the subsequent year due to access to additional beds, including 32 beds from existing Skilled Nursing Facilities that started in October 2020, 20 beds at Crestwood Champion Health Center (a new Mental Health Rehabilitation Center facility that started January 2021), and 14 beds at the SF Healing Center that started September 2020. In addition, the 40 beds at SF Healing Center had a rate increase to \$478/day per bed starting September 2020.

In the current year five of the contract, DPH estimates that it will need an additional \$14.6 million in funding beyond the initial not-to-exceed amount of \$77,280,000 due to increases in spending in prior years above budgeted levels. According to DPH, the increase in spending on the contract is a result of (1) rate increases related to annual cost of doing business increases and access to beds in new programs that charge higher bed rates due to higher lease, renovation, construction, and other start-up costs, and regional salary differentials; (2) increases in the share of higher acuity patients compared to lower acuity patients, resulting in higher bed rates on average; and (3) additional bed purchases both at new facilities as well as increased census capacity at existing facilities, however, average patient daily census in FY 2021-22 (201) was comparable to average

daily census in FY 2018-19 (203), as shown in Exhibit 3 below. According to DPH, these bed purchases are budgeted but have not yet been fully implemented.

Bed Rates and Average Daily Census

Bed rates in FY 2018-19 and projections for FY 2022-23 (based on FY 2021-22 census and rate information) show an overall average increase of 55 percent in bed rates. This increase reflects: (a) an annual five to 10 percent increase in cost of doing business at existing facilities as well as increases in rates for new facilities according to DPH staff; and (b) an increase in patient census at Mental Health Rehabilitation Centers, which serve higher acuity patients and charge higher rates, and a decrease in patient census at Adult Rehabilitation Facilities and Skilled Nursing Facilities, which serve lower acuity patients and charge lower rates compared to Mental Health Rehabilitation Centers. DPH staff state that Mental Health SF has identified a need for more lower levels of care and that the City is working towards improving capacity at these levels.

Exhibit 2 below provides a summary of the increase in average bed rates between FY 2018-19 and FY 2021-22. However, bed rates differ by facility based on the location and type of facility, and bed rates also differ within facilities based on patient acuity. According to DPH, bed rates are determined by the cost of doing business in the area the facility is located and the percent of clients served in the facility. The more clients in a facility allows for enhanced service costs averaging out at a lower cost per client. The bed rates are reviewed annually.

Exhibit 2: Bed Census and Average Bed Rate, FY 2018-19 vs. FY 2021-22

	FY 2018-19	FY 2021-22	Change	% Change
Bed Census				
Community Care	34	22	(12)	-35%
Mental Health Rehabilitation Facility	69	89	20	29%
Skilled Nursing Facility	<u>100</u>	<u>90</u>	<u>(10)</u>	<u>-10%</u>
Total, All Facilities	203	201	(2)	-1%
Average Bed Rates				
Community Care	\$116	\$150	\$34	29%
Mental Health Rehabilitation Facility	\$336	\$465	\$128	38%
Skilled Nursing Facilities	\$107	\$149	\$42	39%
Total, All Facilities	\$187	\$289	\$102	55%
Annual Amount				
Community Care	\$1,439,560	\$1,204,500	(\$235,060)	-16%
Mental Health Rehabilitation Facility	8,468,000	15,092,020	6,624,020	78%
Skilled Nursing Facilities	<u>3,912,800</u>	<u>4,890,635</u>	<u>977,835</u>	<u>25%</u>
Total, All Facilities	\$13,820,360	\$21,187,155	\$7,366,795	53%

Source: DPH

Note: The annual totals do not match Exhibit 1 because these totals are at bed rates for the complete year, and a bed may only be used for part of the year for the actual spending.

RECOMMENDATION

Approve the proposed resolution.

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of 1st of July, 2022, in San Francisco, California, by and between Crestwood Behavioral Health Inc. (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21. through a Request for Proposal (RFP -30-2017) issued on November 28, 2017 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on 5/22/18 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 43871-17/18 in the amount of \$96,817,600 for the period of 5 years; and

WHEREAS, approval for this Amendment was obtained on _____ from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number 43871-17/18 in the amount of \$ _____ for the period of 7/1/18-6/30/28; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 between Contractor and City, as amended by the:

First Amendment, dated July 1, 2022

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

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

2.2 **Term of the Agreement.** Article 2 Term of the Agreement reads as follows:

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2023, unless earlier terminated as otherwise provided herein. This comprises the initial term of one year (July 1, 2018, through June 30, 2019) and Option 1, for four years (July 1, 2019, through June 30, 2023), as the City expects the need for these services to continue.

2.2 The City has one (1) remaining option to renew the Agreement for a period of five years, July 1, 2023, through June 30, 2028. The City may extend this Agreement beyond the expiration date by exercising this option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018; or (ii) the Effective Date and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

2.3 **Compensation.** *Section 3.3 Compensation of the Agreement currently reads as follows:*

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Seventy Seven Million Two Hundred Eighty Thousand Dollars (\$77,280,000)**. 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.

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Two Hundred Twenty-Four Million Two Hundred Sixteen Thousand Nine Hundred Ninety-Four Dollars (\$224,216,994)**. 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.

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

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

2.5 Contractor Vaccination Policy. *The following is hereby added to Section 4.2.1 of the Agreement:*

4.2.1 Contractor Vaccination Policy.

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

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

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

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

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

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

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

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

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

(c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Reserved. (Professional Liability Insurance).

(e) Reserved. (Technology Errors and Omissions Liability)

(f) Cyber and Privacy Insurance with limits of not less than \$5,000,000.

(g) Reserved. (Pollution Liability Insurance)

5.1.2 **Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 **Waiver of Subrogation Endorsements**

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

5.1.4 **Primary Insurance Endorsements**

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

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

(g) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 **Other Insurance Requirements**

(h) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: insurance-contractsr410@sfdph.org .

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

(j) 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.

(k) 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.

(l) 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.

(m) 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.

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

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

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

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

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to

Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

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

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

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

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

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

10.17 Distribution of Beverages and Water.

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

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

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

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

2.12 **Ownership of City Data.** *The following section is hereby added and incorporated in Article 13 of the Agreement:*

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

2.13 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement:*

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

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

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

2.14 **Appendix B-1.** Appendix B-1 dated 7/1/18 is hereby replaced in its entirety by Appendix B-1 dated 7/1/21, attached to this Amendment and fully incorporated within the Agreement.

2.15 **Appendix D** dated 7/1/18 is hereby replaced in its entirety by Appendix D dated 7/1/22 attached to this Amendment and fully incorporated within the Agreement.

2.16 **Appendix F** dated 7/1/18 is hereby replaced in its entirety by Appendix F dated 7/1/21, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Article 2 shall be effective on the date of this Amendment.

Article 4 Legal Effect

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

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

CITY
Recommended by:

CONTRACTOR
Crestwood Behavioral Health Inc.

Grant Colfax, MD Date
Director of Health
Department of Public Health

Mashkevich *6/10/2022*

Elena Mashkevich Date
Executive Director

City Supplier number: 0000022099

Approved as to Form:

David Chiu
City Attorney

By: _____
Henry Lifton Date
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____
Taraneh Moayed

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 Article 3.3, COMPENSATION, of this Agreement.

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

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) 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) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

2. Program Budgets and Final Invoice

A. Program Budget is listed below and are attached hereto.

Appendix B-1 Crestwood Behavioral Health - Rates

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 Two Hundred Twenty-Four Million Two Hundred Sixteen Thousand Nine Hundred Ninety-Four Dollars (\$224,216,994) for the period of July 1, 2018 through June 30, 2028.

CONTRACTOR understands that, of this maximum dollar obligation, \$ 16,443,993 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, 2018 through June 30, 2019	\$ 13,800,000
July 1, 2019 through June 30, 2020	\$ 16,573,950
July 1, 2020 through June 30, 2021	\$ 19,630,772
July 1, 2021 through June 30, 2022	\$ 20,735,002
July 1, 2022 through June 30, 2023	\$ 21,185,002
July 1, 2023 through June 30, 2024	\$ 21,820,552
July 1, 2024 through June 30, 2025	\$ 22,475,169
July 1, 2025 through June 30, 2026	\$ 23,149,424
July 1, 2026 through June 30, 2027	\$ 23,843,906
July 1, 2027 through June 30, 2028	\$ 24,559,224
Total	\$ 207,773,001
Contingency	\$ 16,443,993
Grand Total	\$ 224,216,994

(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 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.

D. 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.

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

F. 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.

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

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

Crestwood Behavioral Health – FY 2122

RCF/E Level	Service Code	Rate
Crestwood American River Residential	RCF1	\$150
Crestwood Our House RCF	RCF2	\$185
Crestwood Hope Center		

MHRC Level	Service Code	Rate
Crestwood Champion Healing Center	Champion (1170-3873IMD)/MHRC1	\$530
	Champion (1170-3873IMD)/MHRC2	\$440
	Champion (1170-3873IMD)/MHRC3	\$362
Crestwood Fallbrook Healing Center	Fallbrook (1167-3815IMD)/MHRC1	\$464
	Fallbrook (1167-3815IMD)/MHRC2	\$397
	Fallbrook (1167-3815IMD)/MHRC3	\$331
	Fallbrook (1167-3815IMD)/MHRCBH	\$317
Crestwood Recovery + Rehab Ctr	CRRC-Vallejo (1141-3818IMD)/MHRC1	\$372
	CRRC-Vallejo (1141-3818IMD)/MHRC2	\$316
	CRRC-Vallejo (1141-3818IMD)/MHRC3	\$280
	CRRC-Vallejo (1141-3818IMD)/MHRCBH	\$263
Crestwood SF Healing Center	SFHC (1166-38LDIMD)/MHRC1	\$495
	SFHC (1166-38LDIMD)/MHRCBH	\$486.65
Crestwood San Jose	San Jose (1107 -38B3IMD)/MHRC1	\$404
	San Jose (1107 -38B3IMD)/MHRC2	\$324
	San Jose (1107 -38B3IMD)/MHRC3	\$315

SNF Level	Service Code	Rate
Crestwood Fremont Mowry SNF	Mowry (1120-38BZSNF)/SNF1	\$140
	Mowry (1120-38BZSNF)/SNF6	\$244
	Mowry (1120-38BZSNF)/SNF7	\$411
	Mowry (1120-38BZSNF)/SNF8	\$514
	Mowry (1120-38BZSNF)/SNFBH	\$306
Crestwood Modesto	Modesto (1112-38KRSNF)/SNF1	\$41
	Modesto (1112-38KRSNF)/SNF2	\$61
	Modesto (1112-38KRSNF)/SNF3	\$88
	Modesto (1112-38KRSNF)/SNF4	\$117
	Modesto (1112-38KRSNF)/SNF6	\$244
	Modesto (1112-38KRSNF)/SNF7	\$411
	Modesto (1112-38KRSNF)/SNF8	\$514
	Modesto (1112-38KRSNF)/SNFBH	\$306
Crestwood Stevenson SNF	Stevenson (1134-38C3SNF)/SNF1	\$33
	Stevenson (1134-38C3SNF)/SNF2	\$61
	Stevenson (1134-38C3SNF)/SNF3	\$96
	Stevenson (1134-38C3SNF)/SNF4	\$140
	Stevenson (1134-38C3SNF)/SNF5	\$169
	Stevenson (1134-38C3SNF)/SNF6	\$244
	Stevenson (1134-38C3SNF)/SNF7	\$411
	Stevenson (1134-38C3SNF)/SNF8	\$514
	Stevenson (1134-38C3SNF)/SNFBH	\$306
Crestwood Stockton	Stockton (1104-38B1SNF) /SNF1	\$36
	Stockton (1104-38B1SNF) /SNF2	\$61
	Stockton (1104-38B1SNF) /SNF3	\$88
	Stockton (1104-38B1SNF) /SNF4	\$117
	Stockton (1104-38B1SNF) /SNF5	\$140
	Stockton (1104-38B1SNF) /SNF6	\$244
	Stockton (1104-38B1SNF) /SNF7	\$411
	Stockton (1104-38B1SNF) /SNF8	\$514
	Stockton (1104-38B1SNF) /SNFBH	\$306
Crestwood Wellness & Recovery -Redding SNF	Redding (1122-0042SNF)/SNF1	\$46
	Redding (1122-0042SNF)/SNF2	\$61
	Redding (1122-0042SNF)/SNF3	\$117
	Redding (1122-0042SNF)/SNF6	\$244
	Redding (1122-0042SNF)/SNF7	\$411
	Redding (1122-0042SNF)/SNF8	\$514
	Redding (1122-0042SNF)/SNFBH	\$306

APPENDIX D

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

1.2.1 Completing and obtaining City approval of the **Account Provisioning Request documents and/or Data Set Request documents**;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 Training Requirements.

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

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

1.8 Agency Data User Confidentiality Agreement.

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

1.9 Corrective Action.

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

1.10 User ID and Password.

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

1.11 Notification of Compromised Password.

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

1.12 Multi Factor Authentication.

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

1.13 Qualified Personnel.

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

1.14 Workstation/Laptop encryption.

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

1.15 Server Security.

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

1.16 Removable media devices.

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

1.17 Antivirus software.

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

1.18 Patch Management.

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

1.19 System Timeout.

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

1.20 Warning Banners.

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

1.21 Transmission encryption.

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

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

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

of the City.

1.24 Security of PHI.

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

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

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

1.27 Disaster Recovery.

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

1.28 Supervision of Data.

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

1.29 As Is Access.

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

1.30 No Technical or Administrative Support.

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

1.31 City Audit of Agency and Agency Data Users.

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

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

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

1.34 Health Information Exchange.

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

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber **and technology errors and omissions insurance** with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

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

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

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

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

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

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

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

3.3 **Media Communications**

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

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

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

A. SFDPH Care Link Requirements:

1. Connectivity.

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

2. Compliance with Epic Terms and Conditions.

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

3. Epic-Provided Terms and Conditions

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

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

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

Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

**CONTRACTOR OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Contract ID#
100009324

INVOICE NUMBER: M01JL21
 Template Version: RPB2
 User Cd
 Ct.PO No.: POHM SFGOV-0000541586
 Fund Source: MH Long Term Care/ERAF TS Acute
 Invoice Period: July 2021
 Final Invoice: (Check if Yes)

Contractor: Crestwood Behavioral Health

BHS

Address: P.O. Box 980966, West Sacramento, CA 95798-0966

Tel No.: (916) 471-2235

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

PHP Division: Behavioral Health Services

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
Unduplicated Clients for Exhibit:					

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			Amount/UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
Share of Cost						\$ -						
RCF/E Level												
Crestwood American River Residential												
RCF1					\$ 150.00	\$ -	0.00					0.00
RCF2					\$ 185.00	\$ -	0.00					0.00
Crestwood Our House RCF												
RCF1					\$ 150.00	\$ -	0.00					0.00
RCF2					\$ 185.00	\$ -	0.00					0.00
Crestwood Hope Center												
RCF1					\$ 150.00	\$ -	0.00					0.00
RCF2					\$ 185.00	\$ -	0.00					0.00
MHRC Level												
Crestwood Champion Healing Center												
Champion (1170-3873IMD)/MHRC1					\$ 530.00	\$ -	0.00					0.00
Champion (1170-3873IMD)/MHRC2					\$ 440.00	\$ -	0.00					0.00
Champion (1170-3873IMD)/MHRC3					\$ 362.00	\$ -	0.00					0.00
Crestwood Fallbrook Healing Center												
Fallbrook (1167-3815IMD)/MHRC1					\$ 464.00	\$ -	0.00					0.00
Fallbrook (1167-3815IMD)/MHRC2					\$ 397.00	\$ -	0.00					0.00
Fallbrook (1167-3815IMD)/MHRC3					\$ 331.00	\$ -	0.00					0.00
Fallbrook (1167-3815IMD)/MHRCBH					\$ 317.00	\$ -	0.00					0.00
Crestwood Recovery + Rehab Ctr												
CRRC-Vallejo (1141-3818IMD)/MHRC1					\$ 372.00	\$ -	0.00					0.00
CRRC-Vallejo (1141-3818IMD)/MHRC2					\$ 316.00	\$ -	0.00					0.00
CRRC-Vallejo (1141-3818IMD)/MHRC3					\$ 280.00	\$ -	0.00					0.00
CRRC-Vallejo (1141-3818IMD)/MHRCBH					\$ 263.00	\$ -	0.00					0.00
Crestwood SF Healing Center												
SFHC (1166-38LDIMD)/MHRC1					\$ 495.00	\$ -	0.00					0.00
SFHC (1166-38LDIMD)/MHRCBH					\$ 486.65	\$ -	0.00					0.00
Crestwood San Jose												
San Jose (1107-38B3IMD)/MHRC1					\$ 404.00	\$ -	0.00					0.00
San Jose (1107-38B3IMD)/MHRC2					\$ 324.00	\$ -	0.00					0.00
San Jose (1107-38B3IMD)/MHRC3					\$ 315.00	\$ -	0.00					0.00
SNF Level												
Crestwood Fremont Mowry SNF												
Mowry (1120-38BZSNF)/SNF1					\$ 140.00	\$ -	0.00					0.00
Mowry (1120-38BZSNF)/SNF6					\$ 244.00	\$ -	0.00					0.00
Mowry (1120-38BZSNF)/SNF7					\$ 411.00	\$ -	0.00					0.00
Mowry (1120-38BZSNF)/SNF8					\$ 514.00	\$ -	0.00					0.00
Mowry (1120-38BZSNF)/SNFBH					\$ 306.00	\$ -	0.00					0.00
Crestwood Modesto												
Modesto (1112-38KRSNF)/SNF1					\$ 41.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNF2					\$ 61.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNF3					\$ 88.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNF4					\$ 117.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNF6					\$ 244.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNF7					\$ 411.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNF8					\$ 514.00	\$ -	0.00					0.00
Modesto (1112-38KRSNF)/SNFBH					\$ 306.00	\$ -	0.00					0.00
Crestwood Stevenson SNF												
Stevenson (1134-38C3SNF)/SNF1					\$ 33.00	\$ -	0.00					0.00
Stevenson (1134-38C3SNF)/SNF2					\$ 61.00	\$ -	0.00					0.00
Stevenson (1134-38C3SNF)/SNF3					\$ 96.00	\$ -	0.00					0.00
Stevenson (1134-38C3SNF)/SNF4					\$ 140.00	\$ -	0.00					0.00
Stevenson (1134-38C3SNF)/SNF5					\$ 169.00	\$ -	0.00					0.00
Stevenson (1134-38C3SNF)/SNF6					\$ 244.00	\$ -	0.00					0.00

Stevenson (1134-38C3SNF)/SNF7				\$ 411.00	\$ -	0.00			0.00
Stevenson (1134-38C3SNF)/SNF8				\$ 514.00	\$ -	0.00			0.00
Stevenson (1134-38C3SNF)/SNFBH				\$ 306.00	\$ -	0.00			0.00
Crestwood Stockton									
Stockton (1104-38B1SNF) /SNF1				\$ 36.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF2				\$ 61.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF3				\$ 88.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF4				\$ 117.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF5				\$ 140.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF6				\$ 244.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF7				\$ 411.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNF8				\$ 514.00	\$ -	0.00			0.00
Stockton (1104-38B1SNF) /SNFBH				\$ 306.00	\$ -	0.00			0.00
Crestwood Wellness & Recovery -Redding SNF									
Redding (1122-0042SNF)/SNF1				\$ 46.00	\$ -	0.00			0.00
Redding (1122-0042SNF)/SNF2				\$ 61.00	\$ -	0.00			0.00
Redding (1122-0042SNF)/SNF3				\$ 117.00	\$ -	0.00			0.00
Redding (1122-0042SNF)/SNF6				\$ 244.00	\$ -	0.00			0.00
Redding (1122-0042SNF)/SNF7				\$ 411.00	\$ -	0.00			0.00
Redding (1122-0042SNF)/SNF8				\$ 514.00	\$ -	0.00			0.00
Redding (1122-0042SNF)/SNFBH				\$ 306.00	\$ -	0.00			0.00
TOTAL						0.00			0.00
	Budget Amount			\$ 20,735,002.00			Expenses To Date	% of Budget	Remaining Budget
							\$ -	0.00%	\$ 20,735,002.00

SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
 (For DPH Use) **Other Adjustments**
NET REIMBURSEMENT \$ -

NOTES:

MH Long Term Care Realign: 240645-10000-10026703-0001: \$15,092,400
 MH ERAF TS AcuteCare: 240645-10000-10001668-0011: \$2,529,450
 MH Bed&Facil. SubAcute: 240645-21531-10037398-0002: \$2,969,048
 MH Bed&Facil. Psych SNF: 240645-21531-10037398-0003: \$144,104

Funding Source (Index Code):	Encumbered	Current Month	Year-to-Date
MH Long Term Care Realign: 240645-10000-10026703-0001	\$ 15,092,400.00	\$ -	\$ -
MH ERAF TS AcuteCare: 240645-10000-10001668-0011	\$ 2,529,450.00	\$ -	\$ -
MH Bed&Facil. SubAcute: 240645-21531-10037398-0002	\$ 2,969,048.00	\$ -	\$ -
MH Bed&Facil. Psych SNF: 240645-21531-10037398-0003	\$ 144,104.00	\$ -	\$ -
TOTAL FUNDING	\$ 20,735,002.00	\$ -	\$ -

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: _____

Title: _____

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

Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

**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
Crestwood Behavioral Health**

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between Crestwood Behavioral Health Inc., PO Box 980966, West Sacramento, CA 95798-0966 (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide psychiatric care to adults and/ or older adults in a Locked Licensed Facility, Skilled Nursing Facility (SNF) and/ or Mental Health Rehabilitation Center (MHRC); and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (RFP -30-2017) issued on November 28, 2017, 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 PSC 43871-17/18 on 11/20/17;

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 Crestwood Behavioral Health Inc., PO Box 980966, West Sacramento, CA 95798-0966.

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, 2018; or (ii) the Effective Date and expire on June 30, 2023, unless earlier terminated as otherwise provided herein. This comprises the initial term of one year (July 1, 2018, through June 30, 2019) and Option 1, for four years (July 1, 2019, through June 30, 2023), as the City expects the need for these services to continue.

2.2 The City has one (1) remaining option to renew the Agreement for a period of five years, July 1, 2023, through June 30, 2028. The City may extend this Agreement beyond the expiration date by exercising this option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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 **Seventy Seven Million Two Hundred Eighty Thousand Dollars (\$77,280,000)**. 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, 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.

3.4 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.

4.3.2 Contractor will not employ subcontractors.

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.

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; policy must include Abuse and Molestation coverage.
- (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.

5.1.9 Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

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	13.3	Privacy and Security Agreement

(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		13.3	Privacy and Security Agreement

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

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.

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 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

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 **Reserved. (Public Access to Nonprofit Records and Meetings).**

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 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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 1380 Howard Street, 4 th Floor San Francisco, CA 94103	FAX: (415) 252-3088 e-mail: luciana.garcia@sfdph.org
And:	Valerie Lai Behavioral Health Services 1380 Howard Street, 2 nd Floor San Francisco, CA 94103	FAX: (415) 255 3496 e-mail: valerie.lai@sfdph.org
To CONTRACTOR:	Crestwood Behavioral Health, Inc. PO Box 980966 West Sacramento, CA 95798-0966	FAX: (209) 957-2671 e-mail: gzeyen@cbhi.net

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.

11.7 **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 November 28, 2017. 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 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 Business Associate Agreement.

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, 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;**

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

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;**

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:

 4/23/18
Date
Barbara A. Garcia, MPA
Director of Health
Department of Public Health

CONTRACTOR


Crestwood Behavioral Health, Inc.

 4/9/18
Date
Gary L. Zeyen
Controller

Supplier ID: 22099

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  4/23/18
Date
Deputy City Attorney

Approved:

Date
Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Services to be provided by Contractor
- A-1: Description of Services
- B: Calculation of Charges
- B-1 Rates
- C: Reserved
- D: Reserved
- E: Privacy and Security Agreement
- F: Invoice
- G: Reserved
- H: San Francisco Department of Public Health Privacy Policy Compliance Standards
- I: The Declaration of Compliance

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Valerie Lai, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases

(<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. CBHS Electronic Health Records System

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

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Community Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

2. Description of Services

Detailed description of services are listed below and are attached hereto
Appendix A-1 Crestwood Behavioral Health

Description of Services

San Francisco Residents admitted to the Crestwood facilities recognized as MHRC will be 18 years to 64 years and have an Axis I DSM-V psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program. Individuals admitted to Crestwood facilities recognized as SNF will be 18 years of age and above and must meet behavioral and have medical problems and/or physical impairments requiring special needs that might include the use of wheelchairs, walker or cane; individuals may also have vision and/or hearing loss, or speech impairment. Individuals admitted to Crestwood Stockton can have a primary diagnosis of dementia and will be covered under Appendix A unless specifically identified by SFHN Director of Transitions.

Individuals who suffer exclusively from developmental disability, mental retardation, dementia, or physical illness without a psychiatric component will not be considered for admission to Crestwood Facilities under this Appendix A.

The program goal at each Crestwood Facility is to provide innovative, recovery-based programs and maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community. In addition, San Francisco Department of Public Health agrees to provide for those residents with specialized needs, medical and/or pharmaceutical supplies at its own expense patients placed upon authorization of the San Francisco Department of Public Health Transitions Placement Program into facilities designated by SF Placement authorization. This requires the specific approval of the Director of Placement.

The facility(s) will primarily admit San Francisco residents directly from acute psychiatric inpatient units and jail.

The Director of SFHN Transitions Placement or his/her designee will authorize referrals to the facilities into contracted beds. All such referrals will have been approved for locked psychiatric SNF or MHRC level of care.

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

The Crestwood system of services shall provide an opportunity for consumers to be transferred from within the Crestwood system of programs to a higher or lower level of care as needed with the approval of the San Francisco Transitions Placement liaison. The transfer to a higher level of care for psychiatric or medical stabilization will not require that the person be sent back to ZSFGH, however, there may times when the stabilization needs are too great for a Crestwood facility and transfer to ZSFGH may be required.

If a San Francisco resident on voluntary status or a private conservatee is referred by Transitions Placement to the facility, an addendum to the admission agreement will be signed by private conservator or voluntary resident *in advance of admission* indicating that voluntary individual or private conservator will comply with SFHN Transitions Placement utilization management decisions regarding the individual's readiness to move to a lower level of care.

Each program has a specific length of stay, based on the target population and program interventions. All programs are 24 hours services.

The following Crestwood facilities are covered under this Appendix A:

- MHRC level:
- Crestwood Center – Angwin
- Crestwood Behavioral Health Center – Bakersfield
- Crestwood Behavioral Health Center – Eureka
- Crestwood Recovery & Rehabilitation Center – Vallejo
- San Francisco Healing Center

SNF level:
 Crestwood Manor – Stockton
 Crestwood Manor – Modesto
 Crestwood Manor – Stevenson
 Crestwood Treatment Center – Mowry

Community Care licensed level:
 Our House – Vallejo
 American River Residential Services
 Crestwood Hope Center

Admission Expectations

The SFHN Transitions Placement Director or his/her designee will be informed of the decision whether to admit or not admit within 72 hours of receipt of the referral packet.

The facility's physician "Initial Assessment and Treatment Plan" must consist of the following components and be signed by the attending psychiatrist/physician within five (5) business days of admission, and the facility shall send a copy of the "Treatment Plan" to the conservator and SFHN Transitions Placement Team Authorizer within fourteen (14) calendar days:

1. A DSM-V psychiatric diagnosis, primary.
2. Signs and symptoms of psychiatric impairment and/or any pre-existing medical conditions.
3. Long and short-term goals that are based on individual resident capabilities and that are realistically attainable by resident.
4. Measurable objectives with specific time frames with special emphasis on medication regimen.
5. Special treatment and interventions and services with identification of the professional discipline responsible for each element of care.
6. Estimated duration of treatment and continuously updated progress notes reflecting justification for continued stay and identification of obstacles to community placement.
7. Prognosis.
8. Dated legible physician notes and signature.
9. Specification of drug regimen or no drug regimen.
10. Evidence of communication with resident's former physician upon admission and with resident's future physician upon discharge.

Admission and documentation will include the following:

1. A non-psychiatrist physician must perform a history and physical examination within forty-eight (48) hours of resident's admission.
2. Physician must provide reason for deferment of either the physical examination or any process within the examination. Attempts to complete a physical examination must be documented weekly. If, after fourteen days (14), these attempts are not successful, the resident's conservator must be contacted to arrange a court date so that the court can mandate the necessary care.
3. The facility shall obtain a copy of the conservator's investigation report and this report shall be present in the legal section of the resident record.
4. The following demographic data will be collected for the purpose of conducting treatment and outcome evaluations: sex, age, race, marital status, legal status, psychiatric diagnosis, and primary language. In addition, the facility will record information about the resident's previous placement, prior hospitalizations, and reason for current hospitalization.

Ongoing Expectations

Facilities will provide:

1. Annual physical examination
2. Annual update regarding medication consents (with witness signatures).
3. Documentation in resident's record the facility's follow-up care regarding dental and eye care in addition to any necessary medical care.

4. Transportation and escort for clinic visits when necessary.
5. Adherence to all protocols regarding conserved residents, including issues of resident refusal of medications or treatment services. In the case of conserved residents refusing laboratory tests, the facility may negotiate with San Francisco General Hospital for recommended tests to be done there provided there is a court order for the resident to receive such tests.
6. Assistance and cooperation in efforts to obtain resident entitlements. The facility will collect, document and report to the County the SSI, VA and other third party payments
7. No one to one patient service will be provided without PRIOR written authorization and continued need will be reviewed daily by telephone with the Transitions Placement Authorizer.
8. Participate fully in the County's Billing and Data Collection system.
9. Submit to San Francisco BHS Billing Office, monthly invoices per the agreement with San Francisco Billing Office. Invoice attachments will include specific to each facility:
 - a. Resident's last name
 - b. First name
 - c. Units of service provided per month per rate and level.
 San Francisco BHS will make payment adjustments quarterly for any resident not authorized for treatment.
10. Attending psychiatrists court testimony when required and following conditions must be met:
 - a. Be fully prepared, i.e., review resident chart prior to proceedings
 - b. Appear on time and sit through the hearing process in order to provide expert testimony in resident's case
 - c. In case of inability to attend, sufficient notice must be given by the psychiatrist. If time does not permit mailing notice, then the notice must be faxed to the mental health court.
11. The facility will abide by all admission and discharge notification requirements for the keeping of comprehensive bed data for the web based program when applicable.
12. Each Crestwood facility will provide a faxed tracking and census report to the Director of Transitions Placement including holidays that will include the followings:
 - a. Tracking report (as needed)
 - 12.a.1. A tracking form with each new admission and discharge to the Director of Transitions Placement within 24 hour of the resident status change.
 - b. Census report (Weekly, by Monday noon)
 - 12.b.1. Current census broken down by patient type
 - 12.b.2. New admits since previous Monday (client name and date)
 - 12.b.3. Discharges since previous Monday (client name and date)
 - 12.b.4. Transfers to and return from acute since previous Monday
 - 12.b.5. Bed holds
 - 12.b.6. Other activity/information

Progress notes shall reflect the following:

Psychiatrists: the attending psychiatrist must make a note at least every thirty-(30) days that addresses:

1. Resident's current level of functioning, addressing all 5 Axis
2. Description of resident's behaviors that present as an obstacle to discharge.
3. Behavioral assessment of current behavioral barriers effecting discharge potential
4. Documentation to support significant changes in functioning level, progress/regression.
5. Specific justification as to why resident needs to remain at current level of care.
6. Document current dose of medication(s).
7. Resident's response to medication(s).
8. Resident's compliance with medication(s).
9. Resident's use of PRN medication.
10. Notes shall reflect physician's use of laboratory results to determine adjustment to medication(s).
11. There shall be evidence of a monthly assessment and update regarding PRN psychotropic medication

Nursing Staff: Nursing staff must make a note at least every seven- (7) days that addresses:

1. Nursing management of the resident specific to problems identified in the resident's treatment plan.
2. Areas of the resident's ADL's requiring nursing intervention and frequency of that intervention.

Program Staff:

1. Resident's attendance and participation will be documented in resident's chart.
2. Resident will receive at least weekly individual sessions with group leader to discuss program goals and progress.

Discharge Expectations

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

SFHN Transitions Staff, working in the Placement Program and ICM (Intensive Case Management) staff will interface on a regular basis with the program social services staff regarding the discharge readiness of residents.

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

The program will notify Director of SFHN Transitions Placement or his/her designee by fax or telephone on the day of discharge of any San Francisco resident.

The program will send medication and prescription information with resident upon discharge.

Need for Acute Hospitalization

In the event that the facility(s) staff determines that a San Francisco resident should return to the acute hospital sector, the following procedures will be observed:

1. Emergency returns during working hours, Monday-Friday: refer to Psychiatric Emergency Return of San Francisco Residents Placed in out-of-county L-facilities (Manual No 3.03.3).
2. Non-emergency returns: an authorization is necessary from the Director of SFHN Transitions Placement or his/her designee.
3. Off-hour emergency returns: The SFHN Transitions Placement Director must be notified on the next working day of any emergency returns made during non-business hours.
4. The bed of any patient referred to the acute hospital will be held for seven (7) days pending his/her return.
5. There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring program will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

County Payment for Physician Services

The County will authorize payment of services rendered by physicians when itemized bills, which identify the resident(s) served, are submitted to the County. All bills for court testimony; administrative meeting and utilization review meetings must specify name of resident and duration of meeting in minutes.

The County reserves the right to interview and approve all physicians who are applying to assume responsibility for County residents, and the facility must provide notice to County in a timely manner regarding and physician resignations.

Service and Quality of Care**Objectives and Measurements****Performance****Objective 1:**

- Crestwood facilities licensed as MHRC or as SNF will not return more than three (3) San Francisco residents per month to PES.

Measurement 1:

- 1) The Director of Transitions Placement will be notified in advance of each situation involving a return to PES and
- 2) The facilities will maintain a log of all clients who return to PES and submit quarterly to Director of Transitions Placement.

Objective 2:

- Clients admitted to MHRC level will have a Length of Stay less than two (2) years.

Measurement 1:

- 1) Crestwood Facilities will ensure that a Continuous Quality Improvement (CQI) process is in place that focuses on the facilities' utilization management, including length of stay. Crestwood Facilities in conjunction with SFHN Utilization Reviewer will identify on a regular basis, obstacles to discharge for San Francisco residents who are not discharge ready or have discharge potential within 90 days

Objective will be evaluated annually.

Quality of Care

Crestwood Facilities will ensure that a Continuous Quality Improvement (CQI) process is in place that focuses on the facilities' utilization management. Facilities medical staff will participate in a peer review process and peer review activities that will be reported quarterly. The facilities will participate in quality of care (critical incident) conference involving San Francisco residents.

Crestwood Facilities in conjunction with SFHN Utilization Reviewer will identify on a regular basis, obstacles to discharge for San Francisco residents who are not discharge ready or have discharge potential within 90 days.

A case conference involving Crestwood Facilities treatment staff, SFHN Utilization Reviewer, LPS Conservator and Transitions Placement Social Worker shall be held at point a San Francisco resident has been at Crestwood Facilities for twelve (12) months. A case conference update will be held each six (6) months thereafter until individual is successfully discharged.

Continuous Quality Improvement

Crestwood Facilities will ensure that a Continuous Quality Improvement (CQI) Process is in place that focuses on the facility's utilization management, including the length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Facilities will participate in quality of care (critical incident) conferences involving San Francisco residents.

Crestwood Facilities agrees to comply with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

Appendix B Calculation of Charges

1. Method of Payment

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

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

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) 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) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

2. Program Budgets and Final Invoice

A. Program Budget is listed below and are attached hereto.

Appendix B-1 Crestwood Behavioral Health - Rates

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 Seventy Seven Million Two Hundred Eighty Thousand Dollars (\$77,280,000) for the period of July 1, 2018 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, \$8,280,000 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, 2018 through June 30, 2019	\$13,800,000
July 1, 2019 through June 30, 2020	\$13,800,000
July 1, 2020 through June 30, 2021	\$13,800,000
July 1, 2021 through June 30, 2022	\$13,800,000
July 1, 2022 through June 30, 2023	\$13,800,000
Total	\$69,000,000
Contingency	\$8,280,000
Grand Total	\$77,280,000

(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 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.

D. 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.

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

F. 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.

<u>Crestwood Rates</u>	FY 18-19
Facility	
Crestwood Fremont Mowry SNF	SNF level
Crestwood Modesto	SNF level
Crestwood Stevenson SNF	SNF level
Crestwood Stockton	SNF level
Crestwood Angwin IMD	IMD level
Crestwood Eureka	IMD level
Crestwood Recovery + Rehab Ctr	IMD level
Crestwood Sacramento IMD	IMD level
Crestwood American River Residential	RCF level
Crestwood Hope Center	RCF level
Crestwood Our House RCF	RCF level
Crestwood SF Healing Center (St Mary's Healthcare Center in San Francisco)*	IMD level
<i>*MHRC4a only</i>	

Service Code	Rate
RCF1	\$ 116.00
RCF2	\$ 150.00
SNF2	\$ 34.00
SNF3	\$ 55.00
SNF4	\$ 88.00
SNF6	\$ 130.00
SNF8	\$ 158.00
SNF9	\$ 229.00
SNF11	\$ 272.00
SNF12	\$ 287.00
SNF14	\$ 385.00
SNF15	\$ 483.00
SNF17	\$ 550.00
MHRC1	\$ 250.00
MHRC2	\$ 297.00
MHRC3	\$ 314.00
MHRC3a	\$ 360.00
MHRC4	\$ 421.00
MHRC4a	\$ 431.00
MHRC5	\$ 466.00
MHRC6	\$ 528.00
MHRC7	\$ 601.00
MHRC8	\$ 721.00

Appendix C
Reserved

Appendix D
Reserved

Contractor Name:	Crestwood	Contractor City Vendor ID	1000009324
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PRIVACY ATTESTATION

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

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

I. All Contractors.

DOES YOUR ORGANIZATION...				Yes	No*	
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?					
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?					
	If 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.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]					
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of 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 SFPDH's health information?					
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?					

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

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a <u>Privacy Notice</u> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> 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:	Crestwood	Contractor City Vendor ID	1000009324
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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 SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions 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?		
	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.] [SFPDH 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 SFPDH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFPDH 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:	Crestwood	Contractor City Vendor ID	1000009324
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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:

Contractor Name:	Crestwood	Contractor City Vendor ID	1000009324
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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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Appendix G

Reserved

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

1 [Contract Agreement - Crestwood Behavioral Health - Long-Term Mental Health
2 Services - Not to Exceed \$77,280,000]

3 **Resolution approving an original contract agreement for long-term mental health**
4 **services in a 24-hour locked facility between the Department of Public Health and**
5 **Crestwood Behavioral Health in the amount not to exceed \$77,280,000 for a total**
6 **contract term of July 1, 2018, through June 30, 2023.**

7
8 WHEREAS, The mission of the Department of Public Health is to protect and
9 promote the health of all San Franciscans; and

10 WHEREAS, The Department of Public Health, in order to provide long term mental
11 health services in a 24-hour locked facility to the residents of San Francisco, conducted a
12 Request for Proposals on November 28, 2017 (RFP 30-2017), and awarded the contract
13 to Crestwood Behavioral Health; and

14 WHEREAS, A copy of the original agreement is on file with the Clerk of the Board
15 of Supervisors in File No. 180416, which is hereby declared to be a part of this resolution
16 as if set forth fully herein; now, therefore, be it

17 RESOLVED, That the Board of Supervisors hereby authorizes the Director of
18 Public Health and the Director of the Office of Contract Administration/Purchaser, on
19 behalf of the City and County of San Francisco, to execute a contract with Crestwood
20 Behavioral Health in the amount not to exceed \$77,280,000 for a total term of
21 July 1, 2018, through June 30, 2023; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director of
23 Public Health and the Director of the Office of Contract Administration/Purchaser to make
24 amendments to these contracts, as needed, that do not materially increase the obligations or
25 liabilities of the City, and, be it

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FURTHER RESOLVED, That within thirty (30) days of the contracts being fully executed by all parties, the Director of Health and/or the Director of the Office of Contract Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion into the official file (File No. 180416).

RECOMMENDED:



Barbara A. Garcia
Director of Health



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 180416

Date Passed: June 26, 2018

Resolution approving an original contract agreement for long-term mental health services in a 24-hour locked facility between the Department of Public Health and Crestwood Behavioral Health in the amount not to exceed \$77,280,000 for a total contract term of July 1, 2018, through June 30, 2023.

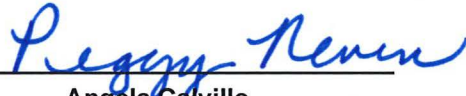
June 20, 2018 Government Audit and Oversight Committee - RECOMMENDED

June 26, 2018 Board of Supervisors - ADOPTED

Ayes: 11 - Breed, Cohen, Fewer, Kim, Peskin, Ronen, Safai, Sheehy, Stefani, Tang and Yee

File No. 180416

I hereby certify that the foregoing Resolution was ADOPTED on 6/26/2018 by the Board of Supervisors of the City and County of San Francisco.



for Angela Calvillo
Clerk of the Board



Mark Farrell
Mayor



Date Approved



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 220789

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Kelly Hiramoto	415-255-3492
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	kelly.hiramoto@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Crestwood Behavioral Health Inc.	TELEPHONE NUMBER 916-764-5310
STREET ADDRESS (including City, State and Zip Code) 520 Capitol Mall, Suite 800, Sacramento, CA 95814	EMAIL elena.mashkevich@cbhi.net

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220789
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed \$224,216,994		
NATURE OF THE CONTRACT (Please describe) Provide long-term mental health services in a 24-hour locked facility.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Dobbins	James M.	Board of Directors
2	Lytal	George	Board of Directors
3	Burr	Bryan	Board of Directors
4	Tripp	Stuart	Board of Directors
5	Muth	Thomas	Board of Directors
6	Lytal	George	CEO
7	Dobbins	Derek	COO
8	Stefanou	Maria	CFO
9	Blum	Patty	Other Principal Officer
10	Norris	Pam	Other Principal Officer
11	Mashkevich	Elena	Other Principal Officer
12	Dobbins	James M.	Shareholder
13	Lytal	George	Shareholder
14	2015 Irrevocable Trust	Derek Dobbins	Shareholder
15	2015 Irrevocable Trust	Matthew Dobbins	Shareholder
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

June 27, 2022

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Crestwood Behavioral Health, in the amount of \$224,216,994.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution
- Proposed Amendment 1
- Original Agreement and Original Board Resolution 202-18, File No. 18416
- Form SFEC-126

For questions on this matter, please contact me at (415) 255-3492, kelly.hiramoto@sfdph.org.

Thank you for your time and consideration.

Sincerely,
DocuSigned by:

Handwritten signature of Kelly Hiramoto in blue ink.

Kelly Hiramoto
Acting Supervisor
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

kellyhiramoto@SFDPH.org – office 415-255-3492 – fax 415 252-3088
1380 Howard Street, Room 419B, San Francisco, CA 94103
