

**City and County of San Francisco
San Francisco Department of Public Health
Request for Grant Applications (RFGA)**

**CRISIS STABILIZATION UNIT (CSU) AND HOSPITAL DIVERSION PROGRAM (HD)
FOR CHILDREN 6-18 OF AGE
FOR THE DEPARTMENT OF PUBLIC HEALTH**



Sourcing Event ID: SFGOV-0000008079

Date Issued:	06/29/2023
E Question Session Begin:	07/6/2023
E Question Session End:	07/13/2023
Grant Application Due:	07/31/2023 Noon
Estimated Announcement of Award:	August 2023
Estimated Start Date:	November 2023

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Attachments:

The following Attachments (A-1, A-2, A-3) are available in three separate zip archives available for download at: the San Francisco City Partner site at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on the Event ID and follow the instructions.

Attachment 1

Zip archive name:
A1.zip

These forms must be completed and submitted with your Grant Application in order to be considered.

1. Grant Application Checklist.pdf
2. Grant Application Statement.pdf
3. Minimum Qualifications Form.pdf
4. BHS Budget Form.xls
5. 12L Compliance (Non-Profits Only)

Non Profit Entities: If an Applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Applicant must comply with Chapter 12L and include in its Grant Application:

(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and

(2) a summary and disposition of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Applicant shall include a statement to that effect.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Grant Application and/or termination of any subsequent Agreement reached on the basis of the Grant Application.

Attachment 2

Zip archive name:
A2.zip

Forms and steps a successful Applicant must submit or complete after the notification of an award.

Applicant shall be in compliance with City Supplier requirements in order to sign the City Grant and it is **strongly suggested** that Applicants begin compliance immediately at the time of responding to this RFGA or no later than the notice of intent to award from the Department.

Files included:

1. MCO Declaration.pdf
2. HCAO Declaration.pdf (*not required for nonprofit corporations*)
3. Non-Construction First Source Employer's Projection of Entry Level Positions. First Source Employer Projection Form 04.01.2021.pdf
<https://oewd.org/first-source>
(After a Grant is awarded)
4. Compliance with Chapter 12B Equal Benefits. Once registered please apply on line through the vendor portal (<https://sfCitypartner.sfgov.org/pages/become-a-supplier.aspx>) for assistance please call (415) 581-2310.
5. Register as a bidder in F&P (for companies that have never done business with the City and County of San Francisco)

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

6. Register for a Business Tax License <http://sftreasurer.org/registration>
-

Attachment 3

Zip archive name:

A3.zip

Files included:

For Information Only

1. G-100 Grant Template
2. Insurance Requirements
3. Business Associate Agreement (08-03-2022).pdf
4. Privacy and Security Agreement and All Attachments (06-07-2017)
5. City-Risk-Assessment_v1.1
6. Data Access Agreement

I. Introduction

A. GENERAL

The Department of Public Health issuing this Request for Grant Applications (this RFGA) in search of firms / Applicants that have the necessary qualifications to complete the work set forth in this RFGA. Whether a firm has such qualifications will be determined through the evaluation process described in Section IV of this RFGA.

When applicable and practical, Applicant are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City's most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

The Department of Public Health shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

Applicant cannot be suspended or debarred by the City or any other governmental agency. Applicant must comply with all applicable legal requirements by the time of grant execution and must remain in good standing with these requirements during the term of the agreement. Upon request, applicant must provide documentation to the City demonstrating its good standing with applicable legal requirements. If applicant will use any subgrantees or subrecipients to perform the agreement, applicant will be responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement.

The City may use the results of this RFGA, at its sole and absolute discretion, for selection of a firm for a term no longer than 10 years including options which may or may not be executed. The City reserves the right to procure services similar or identical to the services specified in this RFGA by any other means. No Respondent is guaranteed a grant

B. INSTRUCTIONS TO PROSPECTIVE PROPOSERS RE: QUALIFICATIONS

1. Qualification of Proposers

Before contract award, the successful Proposer must be properly licensed, certified, registered, in good standing, and capable of performing the work for which Proposers are being called.

2. Notice of Intent to Award – Required Documentation

After the City issues a Notice of Intent to Award, and before contract award, if requested by the City, the successful Applicant must possess all qualifications required for the contract. Any failure to demonstrate satisfaction of one or more of following requirements, if requested by the City, will be considered sufficient for the disqualification of the Applicant as nonresponsive and will entitle the City to terminate negotiations and move to the next highest ranked Applicant for contract award.

- a. Applicant is in good standing with the California Secretary of State;
- b. Applicant is in good standing with the Franchise Tax Board;
- c. Applicant is in good standing with the Internal Revenue Service;
- d. Applicant (if a non-profit) is in good standing with California Attorney General's Registry of Charitable Trusts.

Note: Proposer's failure to remain in good standing with the above after contract award will entitle the City immediately to terminate the contract for default with no opportunity for the Proposer to cure.

C. PUBLIC PURPOSE

The public purpose of this solicitation is to partner with one (1) agency who has experience in a 23-hour Crisis Stabilization Unit and short-term Hospital Diversion Program, both which aimed to reduce the need for psychiatric hospitalization.

D. GRANT AWARD

The Department intends to fund **one (1) grant**. The grant award may receive an estimated annual funding amount of up to **\$4,041,901 for initial year one**. Applicants shall submit a first-year budget as part of the RFGA application.

Program 1: Reducing Psychiatric Hospitalization

1. Part 1 Crisis Stabilization Unit
2. Part 2 Hospital Diversion Program

The selection of any Grant Application shall not imply acceptance by the City of all terms of the Grant Application, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory Grant Agreement cannot be negotiated in a reasonable time, The Department of Public Health in its sole discretion, may terminate negotiations with the highest ranked Applicant and begin contract negotiations with the next highest ranked Applicant.

A Grant or Grant award is not a guarantee of funding for a program or the continuation of services. City shall have the option, in its sole discretion, to terminate the Grant at any time for convenience and without cause.

E. PUBLIC DISCLOSURE

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Grant Applications, responses, and all other records of communications between the City and Applicants shall be open to inspection immediately after a contract has been awarded. Nothing in this

Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Applicant(s) of the Request and to provide the Applicant with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Applicant asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Applicant that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Applicant seeks judicial relief on or before the Response Date. Should Applicant fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

F. LIMITATION ON COMMUNICATIONS DURING SOLICITATION

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Applicants and their subcontractors, vendors, representatives and/or other parties under Applicant's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Applicant or potential Applicant from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

G. SCHEDULE

The anticipated schedule for this RFGA is:

Schedule of Events		
Activity	Time	Due Date
RFGA notice mailed to vendors		06/29/2023
Publication of RFGA		06/29/2023
E-Questions (begin)		07/06/2023
E-Questions (end)		07/13/2023
<u>Submissions Due</u>	<u>12:00 PM Noon</u>	<u>07/31/2023</u>
<i>Estimated Dates</i>		
<i>Initial Review</i>		<i>August 2023</i>
<i>Technical Review</i>		<i>August 2023</i>
<i>Announcement of Award</i>		<i>August 2023</i>
<i>Grant certification</i>		<i>August 2023</i>
<i>Start Date</i>		<i>November 2023</i>

H. STANDARD GRANT PROVISIONS

The successful Applicant will be required to enter into a Grant Agreement substantially in the form of the applicable standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3 and attached hereto as Attachment A-3, for the requested products or services

requested in this solicitation. Failure to timely execute the Grant, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the Grant, shall be deemed an abandonment of a grant offer. The City, in its sole discretion, may select another Applicant.

II. Eligible Expenses and Grant Plan

The following is a general guide of what is required by the grant and is not a complete listing that may be required. The Applicant is expected to have submitted a detailed response to the Grant Plan taking into account all Eligible Expenses as part of their response to this RFGA.

A. ELIGIBLE EXPENSES

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

1. All Eligible Expenses must:

- a) Conform to the Eligible expense listed in the Allowable Costs from the Funder.
- b) Are listed in the final approved Grant Budget as amended over the term of the Grant.

2. Eligible Expenses shall specifically exclude:

- a) Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- b) capital expenses;
- c) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- d) penalties, late charges, or interest on any late payments; or
- e) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.
- f) any item submitted for funding not listed in the applicable final approved Grant Budget.

B. GRANT PLAN

1. Reserved (Special Conditions)

The City reserves the right acting in its sole discretion to add special conditions as required by additional funders other sources.

2. Statement of Need

The San Francisco Department of Public Health (DPH) through its Behavioral Health Child, Youth Family Division (SFDPH CYF) is seeking an agency to provide and manage a 23-hour Crisis Stabilization Unit and a short-term Hospital Diversion Program for high-risk youth between the ages of 6-18.

3. Priority Population

The Department supports services to all ethnicities and populations, the services outlined in this request for grant applications (RFGA) will have a focused goal to support high-risk youth, ages 6-18, experiencing extreme behaviors such as suicidal and homicidal ideation, displaying aggressive, anxious, or disorganized behaviors that may be a result of mental instability and youth with out-of-control behaviors.

4. Scope of Services

Program 1: Reducing Psychiatric Hospitalization

1. Part 1 Crisis Stabilization Unit
2. Part 2 Hospital Diversion Program

Through this RFGA, SFDPH CYF is seeking to fund a 23-hour Crisis Stabilization Unit and short-term Hospital Diversion Program, both aimed at reducing the need for psychiatric hospitalization. These programs are part of a crisis continuum and will be awarded to a single Agency.

This RFGA will offer a Crisis Stabilization Unit and a Hospital Diversion Program 23-hour-per-day/7-days-per-week, ensuring that applicants follow the regulations of licensure for crisis stabilization unit which includes staffing requirements, and availability of psychiatry and nursing. Applicants' personnel shall be available to provide family-based response to psychiatric emergencies and to avert unnecessary hospitalizations and high-cost service utilization. Applicant must have a minimum of 4 beds for the Crisis Stabilization Unit and 2 beds for Hospital Diversion Program for youth 6-18 years of age.

Applicant will coordinate the integration of these Units into the city's network of mobile response, health, behavioral health, law enforcement and social service resources to maximize awareness of these resources and ensure appropriate referrals into the Units as needed.

The selected provider will be required to develop systems for ensuring individual, families and agencies who request services receive those services in a timely, professional and culturally responsive manner. Services will include:

- a. Crisis stabilization
- b. Comprehensive services
- c. Appropriate discharge planning
- d. Individual cases may be opened for short-term services according to Medi-Cal standards
- e. Document and bill Early Periodic Screening, Diagnosis and Treatment (EPSDT).

5. Modalities

Program 1: Reducing Psychiatric Hospitalization

a. Part 1 Crisis Stabilization Unit

- i. 23/7 intake/assessment unit must provide efficient, family-focused services meeting the walk, eat, toilet (WET) criteria.
- ii. Agency must coordinate closely with other crisis agencies including Comprehensive Child Crisis Services, mobile crisis response teams, police, and emergency rooms.
- iii. Agency must coordinate and communicate effectively with Human Services Agency (HSA), Juvenile Probation Department (JPD) and other providers.
- iv. Services must include assessment, crisis stabilization, family therapy, medication evaluation and support, nursing, and discharge planning.
- v. Youth must be discharged within 23 hours of intake and options will include family homes, community homes, respite homes, short-term stabilization units, and as a last resort, hospitalization.
- vi. As clinically indicated and budget allows, program may *step-up* youth to partial hospitalization program and intensive outpatient program.

b. Part 2 Hospital Diversion Program

- i. 23/7 Intake/assessment unit must provide efficient, family-focused services meeting the walk, eat, toilet (WET) criteria.
- ii. Agency must coordinate closely with other crisis agencies including CCCS, mobile crisis response teams, police, and emergency rooms.
- iii. Agency must coordinate and communicate effectively with HSA, JPD and other providers.
- iv. Robust discharge planning must begin at intake to support a maximum length of stay of two week or less.
- v. Services must include assessment, crisis stabilization, family therapy, case management, medication evaluation and support, nursing, and discharge planning.
- vi. As needed, serve as a step-down placement from a psychiatric hospitalization.
- vii. As clinically indicated and budget allows, program must have the ability to step-down youth to a partial hospital program or an intensive outpatient program as part of a transition from hospital diversion.

6. Plan

- a. The Applicant shall submit a detailed response which illustrates what the program will consist of. Specifically, please include the following:

1. Program staffing (position details / type / numbers of staff), recruitment, promotion.
 2. Projected reach of outreach, engagement, and education.
 3. Client admission, enrollment and/or intake criteria and process where applicable.
 4. Service delivery model.
 5. Discharge Planning and exit criteria and process where applicable.
- b. Applicant may include any other items relevant to the programs being proposed. If awarded, the City and Applicant shall mutually work together to refine the submitted Plan.

7. Objectives and Measurements.

Objectives and Measurements will be developed jointly during the grant negotiations. If acceptable Objectives and Measurements cannot be developed the City acting in its sole discretion will terminate negotiations and move to the next highest ranked Applicant.

8. Continuous Quality Improvement.

Continuous Quality Improvement (CQI) will be developed jointly during the grant negotiations. If acceptable CQI's cannot be developed the City acting in its sole discretion will terminate negotiations and move to the next highest ranked Applicant.

9. Modifications to the Scope of Work / Tasks and Outcomes

The Department may request and issue modifications to this Grant Plan in order to effectively respond to any emergency or other situation which may arise during the Agreement.

10. Proposed Staff and Facility Requirements

- a. **Licenses:** The Applicant must possess all licenses and/or permits necessary to provide the services specified and as required by the laws of the United States, the State of California, and the City and County of San Francisco.
- b. **Optional Reference Checks:** Applicants may be subject to reference checks and/or interviews prior to DPH selection for negotiations.

C. GRANT APPLICATION RESPONSE COMPONENTS

Applicants must submit the following information, in the order specified below.

The review panel will score your response to each of the items below judging your response by assigning a portion of the allocated points, taking into consideration the quality and completeness of the response for each of the listed required items.

Applicants are to address the following in narrative format.

1. Response and Approach to the Grant Plan. (45 Total Points)

Please submit a detailed response to the Grant Plan in your Grant Application submission, inclusive of all listed requirements in this RFGA.

- a. Submitted application demonstrates responsiveness to the items in the Grant Plan (Section II.B) listed in this RFGS. **(15 points)**
 - b. Submitted application demonstrates 23 hour per day / 7 days per week personnel availability. **(5 points)**
 - c. Submitted application demonstrates responsiveness to targeted population. **(5 points)**
 - d. Submitted application demonstrates staff knowledge of trauma-informed and family-focused interventions with high-risk youth **(10 points)**
 - e. Submitted application demonstrates ability to document and bill EPSDT effectively and leverage third party and philanthropic funds. **(5 points)**
 - f. Submitted application demonstrates ability to maximize awareness of the services provided. **(5 points)**
2. **Experience and Past Performance. (40 Total Points)**
- a. Submitted application demonstrates staffing capacity **(5 points)**
 - b. Submitted application demonstrates capacity to provide services in the City and County of San Francisco. **(5 points)**
 - c. Submitted application demonstrates prior experience in managing Crisis Stabilization Units and Hospital Diversion Program. **(10 points)**
 - d. Submitted application demonstrates experience working with different agencies including police, hospital and crisis response teams. **(10 points)**
 - e. Submitted application clearly demonstrate past experience with assessments, crisis stabilizations, family therapy, case management, medication evaluation and support, nursing and discharge planning. **(10 points)**
3. **Grant Budget – Cost Reimbursement (15 Total Points)**
- a. Proposed budget is reflective of the staff outlined in the proposed scope of work. **(3 points)**
 - b. Proposed operating expenses are reflective of the proposed scope of work. **(3 points)**
 - c. Proposed budget is reasonable for services solicited. **(3 points)**
 - a. Proposed budget is reflective of the estimated annual amount for year one. **(3 points)**
 - b. Proposed budget accounts for 23/7 coverage **(3 points)**

- c. The Applicant must submit a budget comprised of all the items listed in Section II. Please complete the Budget Form in Appendix A-1.
 - d. Initial Year 1 estimated award amounts **(excluding the standard 12% contingency amount)**: The estimated amount per service mode is:
 - a. Crisis Stabilization Unit: \$2,296,141
 - b. Hospital Diversion Program: \$1,885,760
 - e. Propose a budget not to exceed an annual amount of **\$4,181,901** total.
 - f. Total funding for the duration of this RFGA shall be based on the first years allocated amount plus any additional funds allocated from the City or other funding sources on an annual basis. If the services are fully funded each year, including options to extend and added contingency funds, the total 10-year amount of the RFGA inclusive of all awarded grants may be up to \$50,000,000. Note: Cost of doing business increases if applicable will be awarded in addition to the listed amount, increasing the stated 10-year estimate.
 - g. Allocation of award. The highest scoring Applicants shall be awarded one (1) grant. The maximum number of awarded grants from this RFGA shall be one (1) grant.
 - h. Budget Template located in Attachment A-1.
4. Funding Conditions
- a. Initial funding sources may include and are not limited to:

Services	Fund Name	Fund Type (State/Federal/ GF)	Annual Amount
Service 1: Crisis Stabilization Unit	MH CYF Fed SDMC FFP	Federal	\$343,756
	MH CYE	State	\$343,756
	MH CYF County GF	GF	\$1,608,629
Service 2: Hospital Diversion Program	MH CYF Fed SDMC FFP	Federal	\$226,166
	MH CYE	State	\$226,166
	MH CYF County GF	GF	\$1,433,428

Total
\$4,181,901

- b. There are no guarantees of annual funding.
- c. The estimated annual amount of funding available to support the services described in this RFGA is subject to increase or decrease depending on changes in State and local funding resources; or other circumstances.
- d. All GRANT funding including "Special Revenue" is determined by the grantor. Annual funding may increase or decrease depending on availability of funds. Grant funding is based on the conditions of the grant award. ("Special Revenue" may be a result of funding from the State of California)
- e. All General Fund funding is based on the City & County of San Francisco "Annual General Fund Budget Approval Process."
- f. Should additional funds become available after the release of this RFGA or after awards from this RFGA have been made, The Department reserves the right to allocate these additional funds as it deems appropriate according to program planning and service needs, including but not limited to: adjusting the number and/or size of awards; supplementing awards from this RFGA with additional funds during service periods; supporting Department (City)-delivered services; or issuing a new solicitation.
- g. The Department reserves the right to terminate or not to renew a grant funded through this RFGA at any time
- h. Federal Funded Subcontracted services are allowable as direct costs when necessary to support the final cost objective. As such, these direct costs may be used in the calculation of the prime contractor's indirect cost rate with some limitations. The prime Grantee can charge indirect costs on the first \$25,000 of each subgrantee at the approved/allowed indirect cost rate. Additional subcontract expenses beyond \$25,000 must be excluded from the indirect rate calculation.
 - i. *Item 11 Reference:* OMB Uniform Guidance Part 200 Subpart A Section 200.68 Modified Total Direct Cost (MTDC)
- i. For Grant funded contracts, the selected Applicant shall comply with any funding conditions.
- j. Grants awarded from this RFGA will be subject to all National, State or Local Minimum Compensation requirements.

III. PERFORMANCE, MONITORING

A. PARTICIPATE IN SFDPH PERFORMANCE IMPROVEMENT PROCESS (PIP) AND MONITORING

SFDPH requires vendors to participate in periodic and annual review of the grant deliverables. SFDPH will work with the Grantee to select appropriate measurable data to use as a measure of satisfactory delivery of the service or products. This may include delivering various

reports or data periodically to SFDPH so that the information may be prepared for the SFDPH review.

IV. MINIMUM QUALIFICATIONS

Grant Applications that do not satisfy the following minimum qualifications will be deemed non-responsive and will not be scored. Compliance with the Minimum Qualifications require completion of the following forms in Attachment A-1.

A. MINIMUM QUALIFICATION REQUIREMENTS (MINIMUM QUALIFICATIONS.PDF)

The Applicant must meet the following qualifications:

1. Does the Applicant agree to have a Crisis Stabilization Unit and Hospital Diversion program located in the County of San Francisco.
2. Does the Applicant agree to provide 23/7 services that are culturally/linguistically congruent.
3. Does the Applicant agree to be Medi-Cal certified with a history of effective and efficient billing practices.
4. Does the Applicant agree to leverage EPSDT Early and Periodic Screening, Diagnostic and Treatment.
5. Does the Applicant agree to be eligible to have 5150 privileges in the County of San Francisco.
6. Does the Applicant agree to have a minimum of 3 years of experience with the target population.
7. Does the Applicant agree to have the infrastructure to accept private insurance funds.
8. Does the Applicant agree to provide up to 4 beds for youth 6-18 years of age.
9. Does the Applicant agree to provide staffing to a multi-disciplinary team, including psychiatry, that can provide acute behavioral health services to high-risk youth and their families.
10. Does the Applicant agree to have systems to collect and maintain evaluation data in partnership with CYF.
11. Applicant agrees to be license / certified and in good standing by the California Children's Residential Program (link below):

Children's Residential (ca.gov)

(<https://www.cdss.ca.gov/inforesources/childrens-residential>)

B. MANDATORY GRANT REQUIREMENTS

1. The Applicant must complete and submit all Minimum Qualification Forms.
 - a) Minimum Qualifications Form (Minimum Qualifications.pdf)
Documented by completing the signed Minimum Qualification Form, located in Attachment A-1 (e-signatures are acceptable)
2. Grant Application Checklist.pdf

3. Grant Application Statement.pdf
4. Minimum Qualifications Forms.pdf
5. Submitted 12L compliance form.
6. The Applicant must complete the Budget utilizing the Budget Form.xls in attachment A-1 Budget Form

V. SUBMISSION OF GRANT APPLICATION

A. Grant Application Due Date and Location to Submit

Grant Applications must be received by **12:00 p.m., on 07/31/2023**. Grant Applications that are submitted by fax or email will NOT be accepted. Postmarks will not be considered in judging the timeliness of submissions. The Department is not responsible for Grant Applications lost or not delivered by your courier of choice. Courier / package tracking is recommended. Grant Applications may be delivered in person or mailed to:

Cindy Rivas
San Francisco Department of Public Health
Office of Contracts Management – Pre-Award Unit
1380 Howard Street. 4th floor, Room 420c
San Francisco, CA 94103

If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to the individuals listed below:

cindy.rivas@sfdph.org
Phone (628) 271-6163

B. Format

Applicants shall submit:

- 1. One [1] Original copy of the Grant Application, clearly marked "Original Grant Application of SFGOV-0000008079"**

All items to be delivered to the above location. Grant Applications that are submitted by fax or email will NOT be accepted. Late submissions will follow the process in Item D of this section.

C. Hardcopy

Please use recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials, and bind the Grant Application with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your Grant Application with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

D. Late Submissions

Applications are due at Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Applications received after the noon deadline but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the application during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal.

All applications shall be firm offers and may not be withdrawn for a period of three hundred sixty five (365) days following the last day of acceptance

VI.S ELECTION CRITERIA AND OPTIONAL ORAL INTERVIEWS

The Grant Application submitted will be evaluated by a selection committee comprised of parties with expertise in the requested Grant Plan. The City intends to evaluate the Grant Applications generally in accordance with the criteria itemized below. At any time during the evaluation process, the City may require a firm to provide oral or written clarification of its submission.

A. Selection Criteria

Selection Criteria

Selection Criteria	Maximum Points
Screening of Minimum Qualifications (All items in Section IV) <i>Grant Applications will only be evaluated if minimum qualifications are met.</i>	Pass/Fail
Response and Approach to the Grant Plan: <ul style="list-style-type: none">a) Submitted application demonstrates responsiveness to the items in the Grant Plan (Section II.B) listed in this RFGA. (15 points)b) Submitted application demonstrates 23 hour per day / 7 days per week personnel availability. (5 points)c) Submitted application demonstrates responsiveness to targeted population. (5 points)d) Submitted application demonstrates staff knowledge of trauma-informed and family-focused interventions with high-risk youth (10 points)e) Submitted application demonstrates ability to document and bill EPSDT effectively and leverage third party and philanthropic funds. (5 points)f) Submitted application demonstrates ability to maximize awareness of the services provided. (5 points)	45 Total Points

Experience and Past Performance: <ul style="list-style-type: none"> a) Submitted application demonstrates capacity to provide services in the City and County of San Francisco. (5 points) b) Submitted application demonstrates capacity to provide services in the City and County of San Francisco. (5 points) c) Submitted application demonstrates prior experience in managing Crisis Stabilization Units and Hospital Diversion Program. (10 points) d) Submitted application demonstrates experience with in working with different agencies including police, hospital and crisis response teams. (10 points) e) Submitted application clearly demonstrate past experience with assessments, crisis stabilizations, family therapy, case management, medication evaluation and support, nursing and discharge planning. (10 points) 	40 Total Points.
Grant Budget (Cost Reimbursement) <ul style="list-style-type: none"> a) Proposed budget is reflective of the staff outlined in the proposed scope of work. (3 points) b) Proposed operating expenses are reflective of the proposed scope of work. (3 points) c) Proposed budget is reasonable for services solicited. (3 points) d) Proposed budget reflective of the estimated annual amount for year one. (3 points) e) Proposed budget accounts for 23/7 coverage (3 points) 	15 Total Points
TOTAL AVAILABLE POINTS	100

B. Optional Oral Interviews

Following the evaluation of the written Grant Applications, both scores will then be tabulated, and Applicants will be ranked starting with the Applicant receiving the highest score, then continuing with the Applicant receiving the second highest score, and so on. The three (3) Applicants receiving the highest scores may be invited to an oral interview/demonstration presentation. The City will determine the format and the scoring criteria to be used during the interview/demonstration presentation.

The interview/demonstration presentation will consist of either or both standard questions asked of each of the Applicants, and questions of clarification for specific Grant Applications. The selection panel will evaluate each Applicant based on their presentation and/or responses. After the oral interview/demonstration presentation, the City will combine all scores, rank the Applicants and select the highest ranked Applicant to enter into agreement with. If interviews/demonstration presentations are conducted, they will be worth 100 points based on

a set of criteria established following review of written Grant Applications. The 100 points possible awarded for interviews/demonstration presentations will be added to the 100 possible points awarded during the Grant Application Evaluation process for a total of 200 points.

VII. E-Question Session

A. E-QUESTION SESSION

Firms can e-mail questions concerning the specifics this RFGA. The E-Question session shall begin **07/06/2023** and run through **07/13/2023**. The questions will be answered by program staff. This is the only opportunity Applicants can ask direct Grant Plan questions of the Departmental staff. All questions are to be directed to the following e-mail address cindy.rivas@sfdph.org

VIII. Terms and Conditions for Receipt of Grant Applications

A. SOLICITATION ERRORS AND OMISSIONS

Applicants are responsible for reviewing all portions of this Solicitation. Applicants are to promptly notify the City, in writing and to the Solicitation contact person if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

B. INQUIRIES REGARDING RFGA

Inquiries regarding the RFGA and all oral notifications of an intent to request written modification or clarification of the RFGA, must be directed to:

Cindy Rivas
San Francisco Department of Public Health
Office of Contracts Management – Pre-Award Unit
1380 Howard Street. 4th floor, Room 420c
San Francisco, CA 94103
Phone (628) 271-6163
cindy.rivas@sfdph.org (E-Mail Preferred)

C. OBJECTIONS TO SOLICITATION TERMS

Should an Applicant object to any provision set forth in this RFGA on grounds that the provision contains an error or is ambiguous, the Applicant must, no later than the closing date for Grant Application submission, provide written notice to the person listed in item B of Section VIII setting forth with specificity the grounds for such objection. The failure of an Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Any ambiguous RFGA solicitation term or requirement must be protested before the closing date for Grant Applications.

D. SOLICITATION ADDENDA

The City may modify this Solicitation, prior to the Grant Application due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Applicants must monitor the event for new versions. **The Applicant shall be responsible for ensuring that its Grant Application reflects any and all Solicitation Addenda issued by the City prior to**

the Grant Application due date regardless of when the Grant Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Grant Application due date, to determine if the Applicant has downloaded all Solicitation Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE APPLICANTS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED GRANT TERMS.

E. GRANT TERM

Submission of a Grant Application signifies that the proposed products, services and costs are valid for 365 calendar days from the Grant Application due date and that the submitted costs are genuine and not the result of collusion or any other anti-competitive activity. At Applicant's election, the Grant Application may remain valid beyond the 365-day period in the circumstance of extended negotiations.

F. REVISION TO GRANT APPLICATION

An Applicant may revise a Grant Application on the Applicant's own initiative at any time before the deadline for submission of Grant Application. The Applicant must submit the revised Grant Application in the same manner as the original. A revised Grant Application must be received on or before, but no later than the Grant Application due date and time. In no case will a statement of intent to submit a revised Grant Application, or commencement of a revision process, extend the Grant Application deadline for any Applicant. At any time during the Grant Application evaluation process, the City may require an Applicant to provide oral or written clarification of its Grant Application. The City reserves the right to make an award without further clarifications of Grant Application received.

G. GRANT APPLICATION ERRORS AND OMISSIONS

Failure by the City to object to an error, omission, or deviation in the Grant Application will in no way modify the Solicitation or excuse the Applicant from full compliance with the specifications of this Solicitation or any Grant awarded pursuant to this Solicitation.

H. FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by an Applicant in responding to this Solicitation. Applicants acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

I. APPLICANT'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and

2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

J. SUNSHINE ORDINANCE

In accordance with S.F. Administrative Code Section 67.24(e), all responses to RFGAs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. CONFLICTS OF INTEREST

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

L. RESERVATIONS OF RIGHTS BY THE CITY

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Grant Application, or Grant Application procedure;
2. Under 21G.6, reject any or all Grant Applications;
3. Under 21G.6, reissue the Solicitation;
4. Under 21G.6, prior to submission deadline for Grant Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Grant Applications;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

M. NO WAIVER

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of an Applicant's failure to comply with this Solicitation.

N. OTHER

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Applicant's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Applicant's place of business prior award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Applicant's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Applicant and may proceed against the original selectee for damages.

4. City reserves the right to reject any Grant Application on which the information submitted by Applicant fails to satisfy City and/or if Applicant is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by an Applicant, or any related communication/clarification may result in the disqualification of its Grant Application from receiving further evaluation and a contract award.

IX. City's Social Policy Requirements

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

A. APPLICANTS UNABLE TO DO BUSINESS WITH THE CITY

1. Generally

Applicants that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a Grant with the City. Laws applicable to this Solicitation are set forth below and in the standard City Grant template(s) (G-xxx "G-form") as applicable, to the requested products or services located in Attachment A-3.

2. Administrative Code Chapter 12B

A Applicant selected pursuant to this Solicitation may not, during the term of the 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

B. RESERVED (PREVAILING WAGE ORDINANCE)

C. HEALTH CARE ACCOUNTABILITY ORDINANCE

1. For Nonprofit Grant Applicants

Applicants selected pursuant to this solicitation and are a Nonprofit Corporation are not defined as a "Contract" under 12Q.2.4.(11) and are not subject to the requirements Chapter 12Q.

2. For All Other Grant Applicants

An Applicant selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Applicant shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If an Applicant selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards available at <http://sfgov.org/olse/hcao>. Any Subgrant entered into by Applicant shall also be required to comply with the requirements of the HCAO and shall contain Grant obligations substantially the same as those set forth in this section.

D. MINIMUM COMPENSATION ORDINANCE

An Applicant selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Applicant selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Applicant selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

E. FIRST SOURCE HIRING PROGRAM

An Applicant selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

F. LBE RATING BONUS AND BID DISCOUNTS

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

1. Rating Bonus/Bid Discount for General and Professional Services

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

2. Rating Bonus/Bid Discount for General and Professional Services by Joint Ventures

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

3. Rating Bonus/Bid Discount for Commodities

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

G. LBE SUBGRANTING REQUIREMENTS AND GOOD FAITH OUTREACH

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

1. LBE Subcontracting Participation Requirements

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

2. LBE Good Faith Outreach

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

3. LBE Participation Requirements and Good Faith Outreach Forms

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

4. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this project is:

Melinda Kanios
Contract Monitoring Division

City and County of San Francisco
Tel: 415-274-0511
Email: Melinda.Kanios@sfgov.org
Website: www.sfgov.org/cmd.

5. LBE Payment and Utilization Tracking

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

H. RESERVED (SWEATFREE PROCUREMENT)

I. OTHER SOCIAL POLICY PROVISIONS

Attachment A-3, contains the standard City Grant template(s) (G-xxx "G-form") which identifies other City applicable social policy provisions related to a Grant awarded pursuant to this Solicitation. Applicants are encouraged to carefully review these terms and ensure they are able to comply with them.

X. Department of Public Health Specific Grant Requirements

A. PROTECTED HEALTH INFORMATION AND BAA

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

The parties acknowledge that GRANTEE will:

1. ☐ Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Grantee does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

For purposes of this Agreement, Grantee is a Business Associate of CITY/SFDPH, as defined under HIPAA. Grantee must comply with and complete the following attached documents, incorporated to this Agreement as though fully set forth herein:

1. SFDPH Business Associate Agreement (BAA) (08-03-2022)
2. SFDPH Attestation 1 PRIVACY (06-07-2017)
3. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

Grantee is not a Business Associate of CITY/SFDPH. SFDPH Business Associate Agreement (BAA) and attestations are not required for the purposes of this Grant.

B. PROTECTED HEALTH INFORMATION

Grantee, all subgrantees, all agents and employees of Grantee and any subGrantee shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Grantee by City in the performance of this Agreement. Grantee agrees that any failure of Grantee 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 Grantee or its subGrantees or agents by City, Grantee 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.

C. EXCLUSION LISTS AND EMPLOYEE VERIFICATION

Upon hire and monthly thereafter, Grantee will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

D. INSURANCE REQUIREMENTS

NOTE ON INSURANCE REQUIRMENTS: INSURANCE LIMITS AND TYPES OF COVERAGE ARE SUBJECT TO RISK MANAGEMENT REVIEW AND REVISION, AS APPROPRIATE, AS CONDITIONS WARRANT.

Upon award of grant, Grantee shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Grantee with limits of not less than those established by the City. Standard Insurance Requirements, subject to Risk Management review and revision, are listed in Attachment A-3.

E. INFORMATION TECHNOLOGY AND DATA SECURITY AND COMPLIANCE

1. Standard Grant Template

Applicants are directed to review the standard City Grant template (G-xxx "G-form") and Data Access Agreement located in Attachment A-3 for the general framework and requirements surrounding compliance with Department of Public Health Information Technology and Data Security topics.

2. Department of Technology Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the Grantee or Subgrantee.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Applicant's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Applicant. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Applicant an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

A copy of the CRA is located in Attachment A-3.

F. VENDOR CREDENTIALING AT ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL

It is the policy of Zuckerberg San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFGH personnel. However, the primary objective of ZSFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES". Before visiting any ZSFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for ZSFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

G. HOSPITAL POLICY 3.28.

To ensure that care, treatment, and clinical services provided through contractual agreements are provided safely and effectively. Contractors for Zuckerberg San Francisco Hospital must comply with Hospital Policy 3.28 "CONTRACTING PATIENT CARE SERVICES"

H. GRANTOR VACCINATION POLICY.

1. Grantee 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 and Grantees 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>.

2. A Contract or Grant 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/Grantee 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 or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

(i) Where applicable, Grantee 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 Grantee an exemption based on medical or religious grounds; and

(ii) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee 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).

4. 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.

XI. Protest Procedures

A. PROTEST OF NON-RESPONSIVENESS DETERMINATION

Within (3) three business days of the City's issuance of a Notice of Non-Responsiveness, an Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. PROTEST OF NON-RESPONSIBLE DETERMINATION

Within (3) three business days of the City's issuance of a Notice of Non-Responsibility, an Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation

provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. PROTEST OF GRANT AWARD

Within (3) three business days of the City's issuance of a Notice of Intent to Award, an Applicant may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

D. DELIVERY OF PROTEST (EMAIL)

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Cindy.Rivas@sfdph.org

and

Kelly.Hiramoto@sfdph.org

If delivering by mail, please email a copy to the individuals listed above.

Mail:

Director of Contract Management and Compliance
1380 Howard Street, Rm. 420
San Francisco, CA 94103