

File No. 251131

Committee Item No. 10

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 3, 2025

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
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OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PCS Approval 40587-17/18 – 2/5/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Original Contract/Purchase Order 1/17/2019</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 1 7/1/2020</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Request for Proposal 11 – 2017 6/12/2017</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Request for Proposal 8 – 2017 8/23/2017</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DPH Presentation 12/3/2025</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Brent Jalipa Date November 20, 2025

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Hyde Street Community Services, Inc. - Mental Health Services - Not
2 to Exceed \$38,789,762]

3 **Resolution approving Amendment No. 2 to the agreement between the City and County**
4 **of San Francisco, acting by and through, the Department of Public Health (DPH), and**
5 **Hyde Street Community Services, Inc., to provide mental health services, to extend the**
6 **term by two years from June 30, 2026, for a total term of July 1, 2018, through June 30,**
7 **2028, and to increase the amount by \$11,758,765 for a total not to exceed amount of**
8 **\$38,789,762; and to authorize DPH to enter into amendments or modifications to the**
9 **agreement that do not materially increase the obligations or liabilities to the City and**
10 **are necessary to effectuate the purposes of the agreement or this Resolution.**

11
12 WHEREAS, On August 23, 2017 and June 12, 2017 respectively, the Department of
13 Public Health (DPH) issued a Request for Proposals (RFP 08-2017 and RFP 11-2017) for
14 mental health outpatient programs for adult/older adult system of care and intensive case
15 management modality services, respectively; and

16 WHEREAS, Hyde Street Community Services, Inc. submitted a proposal and was the
17 second highest ranked proposer; and

18 WHEREAS, DPH awarded the contract to Hyde Street Community Services, Inc.; and

19 WHEREAS, The contract is consistent with the Department of Human Resources on
20 behalf of the Civil Service Commission's approval obtained on February 5, 2024, under
21 Personal Service Contract No. 40587-17/18; and

22 WHEREAS, On July 1, 2018, DPH and Hyde Street Community Services, Inc. entered
23 into an agreement for mental health services ("Original Agreement"); and

24 WHEREAS, The Original Agreement has a term of July 1, 2018 to December 31, 2020,
25 and a not to exceed amount of \$9,474,439; and

1 WHEREAS, DPH amended the Original Agreement on July 1, 2020, to extend the term
2 by five years and six months and to increase the maximum expenditure by \$17,556,558 to
3 \$27,030,997, for mental health services (the “First Amendment”); and

4 WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,
5 2028, and increasing the maximum expenditure by \$11,758,765 to \$38,789,762 (the “Second
6 Amendment”); and

7 WHEREAS, The Second Amendment is consistent with the Department of Human
8 Resources on behalf of the Civil Service Commission’s approval obtained on February 5,
9 2024, under Personal Service Contract No. 40587-17/18; and

10 WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors’ approval by
11 Resolution of any contract which, when entered into, extends over 10 years, and of any
12 contract which, when entered into, costs the City \$10,000,000 or more; and

13 WHEREAS, The proposed amendment contained in File No. 251131, is substantially in
14 final form, with all material terms and conditions included, and only remains to be executed by
15 the parties upon approval of this Resolution; now, therefore, be it

16 RESOLVED, That the Board of Supervisors hereby approves the amendment in
17 substantially the form contained in File No. 251131; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any
19 modifications to the amendment, prior to its final execution by all parties, that DPH
20 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
21 best interest of the City, do not materially increase the obligations or liabilities of the City, are
22 necessary or advisable to effectuate the purposes of the amendment, and are in compliance
23 with all applicable laws, including City’s Charter; and, be it

24 FURTHER RESOLVED, That within 30 days of the amendment being fully executed by
25 all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed

1 copy for inclusion in File No. 251131; this requirement and obligation resides with the
2 Department, and is for purposes of having a complete file only, and in no manner affects the
3 validity of approved amendment.
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8 RECOMMENDED

9 /s/

10 Daniel Tsai

11 Director of Health
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Item 10 File 25-1131	Department: Public Health
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution approves the second amendment to the agreement between the Department of Public Health (DPH) and Hyde Street Community Services, Inc., to extend the contract term by two years, from June 30, 2026, to June 30, 2028, resulting in a total term of ten years (July 1, 2018, through June 30, 2028) and increase the contract amount by \$11,758,765, for a new total amount not to exceed \$38,789,762. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> On July 1, 2018, DPH and Hyde Street Community Services, Inc. agreed to a contract for mental health services, not to exceed \$9,474,439, lasting until December 31, 2020. In December 2020, the Board of Supervisors approved the first amendment (File 20-1244), extending the term to June 2026 and increasing the maximum expenditure by \$17,556,558, raising the total to \$27,030,997. Hyde Street operates two programs: the Tenderloin Clinic (outpatient behavioral health services) and the Full-Service Partnership (intensive, 24/7 case management for high-need adults). The organization offers four key services: crisis intervention, medication support services, mental health services (individual/group therapies), and targeted case management (assistance accessing community resources). Hyde Street's program monitoring for FY 2023-24 resulted in a 4/4 score from DPH. However, it was exempt from unit-of-service monitoring and was advised to improve client satisfaction survey response rates despite high satisfaction scores (100% for intensive case management and 97.9% for outpatient services). <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed amendment increases the contract amount by \$11,758,765 for a total not-to-exceed amount of \$38,789,762 over the ten-year term (July 1, 2018, through June 30, 2028). Approximately 28 percent of the contract is funded by the General Fund and the remaining costs are funded by state and federal sources, including Medi-Cal. The program budget for the proposed amendment increases the FY 2025-26 program budget by one percent. <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

The Department of Public Health (DPH) contracts with community-based organizations to provide behavioral health services. Hyde Street Community Services, Inc. (Hyde Street) operates a Tenderloin Clinic that provides a continuum of behavioral health services to adult residents of San Francisco. The provider targets populations with complex issues, including homelessness, criminal justice involvement, and trauma. Hyde Street specifically offers specialized cultural expertise in serving African American, Arab-speaking/Muslim, and Southeast Asian communities

Procurement and Contractor Selection

On August 23, 2017, and June 12, 2017, respectively, DPH issued two Requests for Proposals: RFP 08-2017, to procure adult mental health outpatient services, and RFP 11-2017 for intensive case management services. Hyde Street Community Services, Inc. submitted a proposal and scored 6th out of 14 on RFP 08-2017 (Outpatient) and 2nd out of 2 on RFP 11-2017 (Case Management). DPH subsequently awarded contracts to Hyde Street and all other proposers in both RFPs.

On July 1, 2018, DPH and Hyde Street Community Services, Inc. entered into an agreement for mental health services for a term of July 1, 2018, to December 31, 2020, and a not-to-exceed amount of \$9,474,439.

In December 2020, the Board of Supervisors approved the first amendment to the contract, to extend the term by five years and six months to June 2026 and to increase the maximum expenditure for mental health services by \$17,556,558, to \$27,030,997 (File 20-1244).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the second amendment to the agreement between the Department of Public Health (DPH) and Hyde Street Community Services, Inc., to extend the contract term by two years, from June 30, 2026, to June 30, 2028, resulting in a total term of ten years (July 1, 2018, through June 30, 2028) and increase the contract amount by \$11,758,765, for a new total amount not to exceed \$38,789,762.

Scope of Work

Hyde Street operates two programs under this agreement: (1) Hyde Street Outpatient Services (the Tenderloin Clinic), which provides behavioral health services to adults, primarily in the Tenderloin area, and (2) the Hyde Street Full-Service Partnership, an intensive case management

team targeting high-need adults who require more intensive services than standard outpatient programs. The case managers are available for emergencies 24 hours a day, 7 days a week.

The target population includes individuals with acute and chronic behavioral health issues, often complicated by social, economic, housing, and substance abuse problems. Clients primarily reside in the Tenderloin area, though services are provided citywide. The intensive case management program specifically targets adults requiring additional services due to complex issues, including homelessness or risk thereof, history of criminal justice involvement, and history of trauma.

Hyde Street provides four key services: (1) crisis intervention, which offers immediate services lasting less than 24 hours for conditions requiring a more timely response than a scheduled visit; (2) medication support services, which include prescribing, administering, dispensing, and monitoring psychiatric medications; (3) mental health services, which encompass individual or group therapies; and (4) targeted case management, which assists clients in accessing medical, educational, social, vocational, or other community services.

Clients of the outpatient clinic are discharged when it is deemed that they no longer require services, when they request discharge, or when they have dropped out of services for 60 days without contact (this amendment reduces that threshold from 120 days to 60). These clients are discharged to outpatient clinics in a “step-down” transition process or to other social, residential, or medical services.

Service Delivery and Targets

Under the proposed contract, the billing methodology has changed to conform to new Medi-Cal billing codes, as required by CalAIM, an ongoing State initiative to improve delivery of Medi-Cal services. The proposed agreement continues to bill on a fee-for-service model for most services and shifts the remaining services from cost reimbursement to fee-for-service. Additionally, to reflect a realignment of service levels and provider capacity, the contract reduces the targeted number of unduplicated outpatient clients (UDC) from 600 to 540, while retaining 50 budgeted clients for intensive case management services.

Performance Monitoring

The contract requires annual program monitoring, with performance objectives established by DPH Adult and Older Adult System of Care. According to DPH’s FY 2023-24 program monitoring report, DPH conducted a site visit on May 14, 2025, where Hyde Street was found to generally be in compliance with the contract’s program objectives, outcomes, and compliance requirements. DPH’s program monitoring resulted in Hyde Street receiving an overall program score of 4/4 or “commendable/exceeds standards.” A breakdown of performance objective goals and results is detailed in Exhibit 1 below.

Hyde Street was exempt from unit of service monitoring for FY 2023-24 due to the implementation of CalAIM Behavioral Health Payment Reform and a migration in the Department’s electronic health records system from Avatar to Epic, which made it difficult to track the start and end dates of services for certain clients during the fiscal year between the two different systems. In this contract, units of service generally refer to client interactions.

The intensive case management program did not achieve a client satisfaction survey return rate of greater than 50 percent; however, it received an overall satisfaction score of 100 percent, while outpatient services achieved a 43.1 percent client satisfaction survey return rate and an overall satisfaction score of 97.9 percent. The DPH Business Office Contract Compliance recommended that the program collaborate with the DPH staff to improve return client satisfaction survey rates and reduce submission errors, ensuring data is not invalidated.

Exhibit 1: Performance Monitoring Goal and Result FY 2023-24

Program	Objective	Goal	Result	Percent
Intensive Case Management	Unduplicated Clients	50	67	134%
Intensive Case Management	Inpatient Readmission	80% of psychiatric inpatient hospital discharges will not be followed by a readmission within 90 days.	N/A (No eligible clients)	N/A
Intensive Case Management	Problem List Timeliness	90% of clients with an open episode will have the Problem List finalized in Avatar within 60 days of episode opening.	15/15	100%
Intensive Case Management	Care Plan Compliance	On any date, 100% of clients receiving targeted case management will have a current finalized Care Plan in Avatar.	39/59	66.1%
Intensive Case Management	Initial Assessment Timeliness	On any date, 90% of clients will have an initial finalized Assessment in Avatar within 60 days of episode opening.	15/15	100%
Outpatient	Unduplicated Clients	500*	455	91%
Outpatient	Inpatient Readmission	80% of psychiatric inpatient hospital discharges will not be followed by a readmission within 90 days.	N/A (No eligible clients)	N/A
Outpatient	Psychiatry Appt Recording	100% of new referrals to a prescriber must have the referral date and first offered appointment recorded in Avatar.	65/66	98.5%
Outpatient	Medication Support Access	100% of new clients referred to a prescriber must receive a medication support service within 15 business days of the referral date.	64/64	100%
Outpatient	Problem List Timeliness	90% of clients with an open episode will have the Problem List finalized in Avatar within 60 days of episode opening.	90/90	100%
Outpatient	Initial Assessment Timeliness	On any date, 90% of clients will have an initial finalized Assessment in Avatar within 60 days of episode opening.	81/90	90%
Outpatient	Care Plan Compliance	On any date, 100% of clients receiving targeted case management will have a current finalized Care Plan in Avatar.	187/208	89.9%
Outpatient	CSI Assessment Recording	100% of clients with new episodes will have the referral date and first offered appointment date recorded in Avatar via the CSI Assessment.	151/151	100%

Source: DPH

Note: Performance data reflects an internal FY 2023-24 budget revision that reduced the UDC target to 500, below the original contract figure of 600. According to DPH, this revision was implemented to align monitoring goals with updated operational capacity.

Fiscal Monitoring

DPH reviewed Hyde Street's compliance with the City's fiscal and compliance standards for non-profits in FY 2024-25. A final status letter dated July 18, 2025, by DPH found that Hyde Street was in conformance with all City standards.

FISCAL IMPACT

The proposed amendment increases the contract amount by \$11,758,765 for a total not-to-exceed amount of \$38,789,762 over the ten-year term (July 1, 2018, through June 30, 2028), including a contingency of \$1,649,966, which the contractor cannot access without a formal modification or an approved budget revision.

Exhibit 2 details the actual and projected annual funding allocations from FY 2018-19 to FY 2027-28.

Exhibit 2: Historical and Projected Budget Allocations

Fiscal Year	Program Budget	Change
FY 2018-19 (Actual)	\$768,481	
FY 2019-20 (Actual)	\$3,275,590	-1.2%
FY 2020-21 (Actual)	\$3,396,705	3.7%
FY 2021-22 (Actual)	\$3,421,237	0.7%
FY 2022-23 (Actual)	\$4,034,802	17.9%
FY 2023-24 (Actual)	\$4,114,191	2.0%
FY 2024-25 (Actual)	\$4,379,071	6.4%
FY 2025-26 (Projected)	\$4,422,862	1.0%
FY 2026-27 (Projected)	\$4,593,651	3.9%
FY 2027-28 (Projected)	\$4,733,206	3.0%
Contingency (12% of Projected)	1,649,966	
Total	\$38,789,762	

Source: DPH

The 17.9 percent budget increase in FY 2022-23 reflects both program expansion and technical accounting adjustment. First, the Department added \$200,000 in State Behavioral Health Service Act funding to intensive case management. Second, the figure captures the cost of doing business adjustments for two fiscal years. Due to pandemic-era administrative processes, the FY 2021-22 adjustment payment was issued via direct voucher outside the contract; this expenditure authority was subsequently recorded in the FY 2022-23 contract period.

The program budget for the proposed amendment increases the FY 2025-26 program budget by one percent, the non-profit cost of doing business increase approved for that year's budget.

Future years assume an escalation based on inflation. The amendment funds 28 Full-Time Equivalent (FTE) staff: 15.19 FTE for Outpatient services, 10.10 FTE for FSP services, and 2.71 FTE for indirect administrative roles. A detailed budget breakdown for FY 2024-25 is provided in Exhibit 3 below.

Exhibit 3: FY 2024-25 Budget Summary by Program

Expense Category	Outpatient	Intensive Case Management	Total
Salaries	\$1,858,697	\$965,849	\$2,824,546
Employee Benefits	\$338,305	\$167,476	\$505,781
<i>Subtotal Personnel</i>	<i>\$2,197,002</i>	<i>\$1,133,325</i>	<i>\$3,330,327</i>
Operating Expenses	\$323,794	\$170,354	\$494,148
<i>Subtotal Direct Expenses</i>	<i>\$2,520,796</i>	<i>\$1,303,679</i>	<i>\$3,824,475</i>
Indirect Expenses (14.5%)	\$364,968	\$189,628	\$554,596
Total	\$2,885,764	\$1,493,307	\$4,379,071

Source: DPH

Funding Sources

To date, the contract has been funded from the following mix of sources: Federal Medi-Cal (34 percent), General Fund (28 percent), State Realignment funds (19 percent), Behavioral Health Service Act funding (17 percent), and Medicare (2 percent)¹.

RECOMMENDATION

Approve the proposed resolution.

¹ While Medi-Cal is a funding source, the provider does not bill the State directly. Instead, the provider records billable units in the City's electronic health record system, and the Department submits the claims for reimbursement. This allocation is included in the contract to track the required local match and to establish the provider's revenue generation targets.

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

Second Amendment

THIS **SECOND** AMENDMENT (“Amendment”) is made as of **November 1, 2025**, in San Francisco, California, by and between **Hyde Street Community Services, 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 contract term, increase the contract amount and update standard contractual clauses; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the original agreement as allowed in the original solicitation; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the Compensation of the agreement; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to replace Appendices A through A-2 of the original Agreement with the attached Appendices A through A-2; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to replace Appendices B through B-2 of the original Agreement with the attached Appendices B through B-2; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendix D entitled, “Third Party Computer System Access Agreement (SAA)”, and dated January 8, 2025 to the Agreement ; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendix E entitled, “Business Associate Agreement (BAA)” ; and

WHEREAS, Contractor was competitively selected pursuant to Request for Proposals entitled RFP 8-2017 issued on August 23, 2017 and RFP 11-2017 issued on June 12, 2017 and this Amendment is consistent with the terms of the RFP’s and the awarded Contract; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because funding involves state and federal funding and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on 02/05/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$438,051,000 for the period of 13 years 2 days; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under _____ approved on _____ in the amount of \$38,789,762 for the period commencing July 1, 2018 and ending June 30, 2028; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

First Amendment, dated July 1, 2020, and

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

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Term of the Agreement. Article 2 Term of the Agreement of the First Amendment currently 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, 2026, unless earlier terminated as otherwise provided herein.

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

2.1 Term. The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein

2.2 Financial Matters. Section 3.3.1 Calculation of Charges and Contract Not to Exceed Amount of the Original 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 **Twenty Seven Million Thirty Hundred Thousand Nine Hundred Ninety Seven Dollars (\$27,030,997)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed THIRTY EIGHT MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$38,789,762), the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 Appendix. Appendix A: A-1, A-2 and B: B-1, B-2 is hereby replaced in its entirety by Appendix A: A-1, A-2 and B: B-1, B-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A: A-1, A-2 and B: B-1, B-2 in any place, the true meaning shall be Appendix A: A-1, A-2 and B: B-1, B-2, which is a correct and updated version.

2.4 Appendix D. Appendix D is hereby added to this Amendment and fully incorporated within the Agreement.

2.5 Appendix D. Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

2.6 Appendix E. Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Section 1.10 Confidential Information. *The following Section 1.10 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).

3.2 Section 3.7.2 City Revisions to Program Budgets. *Section 3.7.2 of the Agreement is replaced in its entirety to read as follows:*

3.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 3.7.2 must not involve an increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

3.3 Section 3.7.3 Reserved. *Section 3.7.3 of the Agreement is replaced in its entirety to read as follows:*

3.7.3 Reserved.

3.4 Section 4.2 Qualified Personnel. *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

3.5 Section 4.5 Assignment. *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred 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.

3.6 Section 7.3 Withholding. *Section 7.3 of the Agreement is replaced in its entirety to read as follows:*

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.

3.7 Section 10.4 Consideration of Salary History. *Section 10.4 of the Agreement is replaced in its entirety to read as follows:*

3.1 10.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, 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 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 Article 141. Information about and the text of Article 141 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 Article 141, irrespective of the listing of obligations in this Section.

3.8 Section 10.11 Limitations on Contributions. *Section 10.11 of the Agreement is replaced in its entirety to read as follows:*

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

3.9 Section 10.15 Public Access to Nonprofit Records and Meetings. *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.10 Section 10.17 Distribution of Beverages and Water. *Section 10.17 of the Agreement is replaced in its entirety to read as follows:*

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. 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. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. 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.

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

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

3.12 Section 12.3 Prevention of Fraud, Waste and Abuse. *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.3 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.13 Article 13 Data and Security. *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. 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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, 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 designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

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

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use 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 City Data, 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 other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City 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 subcontractor's 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.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 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 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY

Recommended by:

Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____

Deputy City Attorney

Approved:

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

By: _____

Name: _____

CONTRACTOR

DocuSigned by:
Hyde Street Community Services, Inc.
Joanne Azulay 2/2/2025 | 9:58 AM PST

CB2DA7A83ED8463...
Dr. Joanne Azulay
Chief Executive Officer

City Supplier number: 0000018587

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Janis O'Meara**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- 1) Staff evaluations completed on an annual basis.

- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

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

Appendix A-1 – Hyde Street Community Services - Outpatient

Appendix A-2 – Full Service Partnership (FSP)

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

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1, A-2 (Tentative)
Program Name: Hyde Street Outpatient & Hyde Street FSP	Funding Term: 07/01/25-06/30/26
	Funding Source: See Appendix B

1. Identifiers:

Hyde Street Community Services – Outpatient and Full-Service Partnership (FSP)
 815 Hyde Street, Suite 100, San Francisco, CA 94109
 415-673-5700, fax: 415-292-7140, www: hscssf.org

Executive Director: **Dr. J. Azulay**
 Telephone: **628-215-0440**
 Email Address: **drazulay@hscssf.org**
 Program Code(s): **38BR3/ 38BRA3**

2. Nature of Document:

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. Goal Statement:

The mission of Hyde Street Community Services, Inc. is to provide comprehensive behavioral health and rehabilitation services to residents of San Francisco who need these services to achieve and maintain the maximum quality of life and greatest degree of independence possible. These services will be sensitive to the cultural, racial, and sexual diversity of the populations served and responsive to community input, adapting to the changing needs of the community and consumers.

4. Target Population:

HSCS strives to serve all San Franciscans in need. Where a particular program is not the best fit, the clinical staff will make an appropriate referral, either internally or with our many co-service providers in San Francisco. The target population of the Tenderloin Clinic of HSCS provides a continuum of behavioral health services to an adult population primarily residing in the Central City of San Francisco, although it serves residents throughout the City. Individuals present with a wide array of situational, acute and chronic behavioral, emotional, cognitive and physical health issues. These are often complicated by social, economic, housing, and substance abuse problems.

HSCS is committed to providing culturally relevant services San Francisco residents regardless of race, ethnicity, or national origin. HSCS has experience and expertise providing services designed to meet the unique cultural and linguistic needs of African American, Arab speaking/ Muslim, and Southeast Asian communities. HSCS will continue to outreach to and serve these communities, but no one who otherwise qualifies for services under this Agreement, will be turned away due to their race, ethnicity, or national origin.

5. Modality(s)/Intervention(s): OPTIONAL for MHSA contracts:**6. Methodology:**

Hours of operation for the Outpatient Clinic are 9:00 AM to 5:00 PM, Monday through Friday. The FSP Team of Hyde Street is available for emergencies 24/7 via cell phone.

The Full-Service Partnership Program (FSP), an intensive case management team, will target adult residents of San Francisco who have been identified to address their multiple and complex issues that require more intensive and frequent service than can be addressed in standard outpatient programs. Often these individuals are high users of acute services and have difficulty linking to traditional services. Complicating issues include: 1) homelessness or risk of homelessness, 2) history of criminal

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1, A-2 (Tentative)
Program Name: Hyde Street Outpatient & Hyde Street FSP	Funding Term: 07/01/25-06/30/26
	Funding Source: See Appendix B

justice involvement, 3) inability to maintain stable interpersonal relationships or employment due to emotional dysregulation and poor impulse control, 4) self-destructive behaviors including suicidal impulses or behaviors likely to result in harm, 5) history of physical (brain trauma) and/or emotional trauma, and 6) lack entitlements or stable income.

A. Outreach, recruitment, promotion, and advertisement

HSCS is an equal opportunity employer and makes every effort to attract qualified staff and interns who are bi-cultural and/ or bi-lingual. Hiring and promotion are conducted in accordance with HSCS policies and state guidelines.

B. Admission, enrollment and/or intake criteria and process where applicable

Hyde Street Community Services will participate in the BHS Advanced Access initiative, including timely measurement of data at the site and reporting of data to BHS as required, which may be changed from time to time with prior notice from BHS.

HSCS will provide services to those individuals who are eligible for System of Care services, following the admission criteria specified by BHS guidelines. HSCS will accept referrals authorized by Central Access, inpatient units, sheriff department/incarceration and other BHS programs that meet medical necessity and authorization criteria. In addition, individuals residing in the community, who drop in, will be assessed for admission according to the same criteria.

The HSCS guidelines regarding assessment and treatment of indigent clients and will participate in the CMHS Advanced Access initiative and is committed to providing an initial assessment as needed, within 24 to 48 hours of request.

The FSP Team of Hyde Street accepts referrals that are approved for Intensive Case management services of up to 50 new cases per year. Cases are assigned to team members to contact the referring source and begin the linkage process as soon as possible depending on the length of the wait list and caseload.

C. Service delivery model

Hyde Street Outpatient (the Tenderloin Clinic) provides comprehensive Outpatient Behavioral Health services to an adult population of San Francisco residents. These services include:

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy. A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.

Medication Support Services.

“Medication Support Services” means those services which include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1, A-2 (Tentative)
Program Name: Hyde Street Outpatient & Hyde Street FSP	Funding Term: 07/01/25-06/30/26
	Funding Source: See Appendix B

A Unit of Service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.

Mental Health Services.

“Mental Health Services” are those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency which are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, cognitive rehabilitation and collateral.

Assessment.

“Assessment” means a service activity which may include a clinical analysis of the history and status of a beneficiary’s mental, emotional, cognitive, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of psychological and neuropsychological testing procedures.

A Unit of Service is one minute of time providing a face-to-face clinical assessment, scoring, interpretation, report writing, feedback of an individual directly, or indirectly in consultation with another provider.

Collateral.

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

A Unit of Service is one minute of contact with an individual, outside of the agency, who is engaged with the client’s care.

Therapy.

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

A Unit of Service is one minute of contact with an individual (or a group) addressing management of symptoms and behaviors.

Targeted Case Management.

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1, A-2 (Tentative)
Program Name: Hyde Street Outpatient & Hyde Street FSP	Funding Term: 07/01/25-06/30/26
	Funding Source: See Appendix B

A Unit of Service is one minute of contact with a client or on behalf of a client to stabilize functioning in the community.

D. Discharge Planning and exit criteria and process

Clients of the Outpatient clinic are discharged when it is deemed they no longer require services, when they, themselves, request discharge or they have dropped out of services for a period of 60 days without contact.

The length of stay of clients falls into three groups: those that have received less than 6 months, those that have remained in treatment for from 2 to 4 years and those that continue to receive services for longer than 5 years. The last group are generally receiving medication management and group therapy. Clients are often discharged to self, primary care or a non-specialty mental health service.

Clients of the FSP are discharged according to the new criteria identifying those that no longer require intensive services. These clients are discharged to outpatient clinics in a “step-down” transition process or to other social, residential, or medical services.

E. Program staffing

The staff of Hyde Street is multidisciplinary and are on several teams:

Administrative Team: Executive Director, Financial Manager, HR/Operations Manager, Receptionist, and compliance support staff;

Clinical Team: Executive Director, Training Directors, Neuropsychologists, Clinical Program Manager, Supervising Clinicians, licensed and waiver Therapists, Peer Counselors and the Nurse Clinical Compliance Coordinator;

Medication Team: Medical Director/Staff Psychiatrist, Nurse Practitioners and Psych Tech;

FSP Team: Therapist/ Case Managers; Peer Counselors and Supervisor

Rehab Team: Program Director, Clinician and Peer Counselors including Vocational Specialists and Arabic-speaking Counselors.

F. Vouchers

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objective FY 2023-2024.

8. Continuous Quality Improvement (CQI):

A. Achievement of contract performance objectives:

The Clinical Director maintains oversight of all open cases to insure:

1. Completion of a Risk Assessment upon opening.
2. Completion of a Data Base Assessment within 60 days of opening.
3. Completion of an Initial Problem List and CSA within 60 days of opening or before the first planned service.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1, A-2 (Tentative)
Program Name: Hyde Street Outpatient & Hyde Street FSP	Funding Term: 07/01/25-06/30/26
	Funding Source: See Appendix B

4. Nurse Program Compliance Coordinator-Completion of annual documents: Consent of Treatment, Consent for medications, HIPAA, Acknowledgement of Receipt of Materials in a timely manner.
5. Executive Director-Staff Productivity

The PURQC committee is composed of the Supervising therapists and the Clinical Program Manager. Therapists reviews all POC's and CSA's and presents for discussion cases that exceed 25 hours of requested services. The Nurse Program Coordinator maintains a record of all requests for information regarding SSI applications as an indicator of assistance in obtaining SSI linked Medi-Cal. The Medical Director monitors the completion of Metabolic Monitoring and vital signs for all clients prescribed medications.

The Director of Training oversees adherence to all required trainings and certifications by BHS, schedules the weekly in-service training and supervision of interns. The trainings are planned to address current trends in treatment, enhancing cultural sensitivity, community resources, and professional growth.

B. Documentation quality

Initially, all charts submitted for annual CSA will be reviewed by the PURQ analyst for completeness using the PURQC Checklist Review of Documents". Using Avatar, the Quality Assurance Committee which includes line staff as well as the Clinical Program Manager will review all charts submitted requesting more than 15 hours for completeness according to the "PURQC Documentation Compliance". Medical Director will review for compliance with annual reassessment for medications, metabolic monitoring, and Informed Consent for medications. Supervisory staff may also randomly monitor documentation when responding to error or duplicate billing reports.

Intern supervisors, when co-signing all documents, will monitor and provide feedback to students on a regular basis.

Once a year, one chart from each clinician or intern will receive a full chart audit. This review will include monitoring for compliance assessments, Problem List, progress notes and completion of required local, state, and federal documents with client signatures. Feedback will be given to each clinician and corrections, if needed will be monitored.

C. Cultural Competency

Increasing and maintaining awareness of cultural issues and sensitivity to the impact on treatment, Hyde St. engages in the following activities:

1. Completion of the annual Cultural Competency Report
2. Inclusion of "What are the cultural issues?" in each case presentation at the clinic
3. Promotion of hiring culturally or linguistically diverse staff

D. Client Satisfaction

Client satisfaction is monitored through feedback in the mandated Client Satisfaction Survey, through discussion in a group setting, and individually in response to client complaints and suggestions to staff.

E. Measurement, analysis and use of ANSA.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1, A-2 (Tentative)
Program Name: Hyde Street Outpatient & Hyde Street FSP	Funding Term: 07/01/25-06/30/26
	Funding Source: See Appendix B

HSCS will use both ANSA data and internal, program specific data, to measure and analyze outcomes. All clients open for more than 60 days will have a Problem List and ANSA completed and annually from the date of opening. Reports generated by CBHS will be obtained and reviewed on a regular basis. Internally, information will be collected on referrals, show rates and the demographic and clinical profile of consumers. These materials will be reviewed and used to determine appropriate clinical interventions and programmatic changes.

9. Required Language: N/A.

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

B. Final Closing Invoice

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

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

Appendix B-1 Hyde St

Appendix B-2 Adult FSP

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,649,966** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement

shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

July 1, 2018 – June 30, 2019	\$768,481
July 1, 2019 – June 30, 2020	\$3,275,590
July 1, 2020 – June 30, 2021	\$3,396,705
July 1, 2021 – June 30, 2022	\$3,421,237
July 1, 2022 – June 30, 2023	\$4,034,802
July 1, 2023 – June 30, 2024	\$4,114,191
July 1, 2024 – June 30, 2025	\$4,379,071
July 1, 2025 – June 30, 2026	\$4,422,862
July 1, 2026 – June 30, 2027	\$4,593,651
July 1, 2027 – June 30, 2028	\$4,733,206
Subtotal – July 1, 2018 through June 30, 2029	\$37,139,796
Contingency	\$1,649,966
Total – July 1, 2018 through June 30, 2029	\$38,789,762

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 01123							Appendix B, Page 1
Legal Entity Name/Contractor Name Hyde Street Community Services, Inc.							Fiscal Year 2025-26 (Tentative)
Contract ID Number 1000010833				Funding Notification Date			08/05/2024
Appendix Number	B-1	B-2	B-#	B-#	B-#	B-#	
Provider Number							
Program Name	Hyde St	Adult FSP					
Program Code	38BR3	38BRA3					
Funding Term	07/01/2024 - 06/30/2025	07/01/2024 - 06/30/2025					
FUNDING USES							TOTAL
Salaries	\$ 1,858,697	\$ 965,849					\$ 2,824,546
Employee Benefits	\$ 338,305	\$ 167,476					\$ 505,781
Subtotal Salaries & Employee Benefits	\$ 2,197,002	\$ 1,133,325	\$ -	\$ -	\$ -	\$ -	\$ 3,330,327
Operating Expenses	\$ 323,794	\$ 170,354					\$ 494,148
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 2,520,796	\$ 1,303,679	\$ -	\$ -	\$ -	\$ -	\$ 3,824,475
Indirect Expenses	\$ 364,968	\$ 189,628					\$ 554,596
Indirect %	14.5%	14.5%	0.0%	0.0%	0.0%	0.0%	14.5%
TOTAL FUNDING USES	\$ 2,885,764	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 4,379,071
						Employee Benefits Rate	17.2%
BHS MENTAL HEALTH FUNDING SOURCES							
MH Adult Fed SDMC FFP (50%)	\$ 982,468	\$ 341,702					\$ 1,324,170
MH Adult State 1991 MH Realignment	\$ 737,130	\$ -					\$ 737,130
MH Adult County General Fund	\$ 1,108,142	\$ 302,303					\$ 1,410,445
MH Adult Medicare	\$ 58,024	\$ -					\$ 58,024
MH MHSA (Adult) Match	\$ -	\$ 341,702					\$ 341,702
MH MHSA (Adult)	\$ -	\$ 507,600					\$ 507,600
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,885,764	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 4,379,071
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 2,885,764	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 4,379,071
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,885,764	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 4,379,071
Prepared By				Phone Number			

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

DHCS Legal Entity Number 01123				Appendix Number B-1			
Provider Name Hyde Street Community Services, Inc.				Page Number			
Provider Number 38BR				Fiscal Year 2025-26 (Tentative)			
Contract ID Number		1000010833		Funding Notification Date			
Program Name		HYDE ST					
Program Code		38BR3					
Mode (MH) or Modality (SUD)		15					
Service Description		Outpatient Services					
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/2024 - 06/30/2025					
FUNDING USES		TOTAL					
Salaries & Employee Benefits		\$ 2,197,002		\$ -		\$ 2,197,002	
Operating Expenses		\$ 323,794		\$ -		\$ 323,794	
Capital Expenses						\$ -	
Subtotal Direct Expenses		\$ 2,520,796		\$ - \$ - \$ -		\$ 2,520,796	
Indirect Expenses		\$ 364,968				\$ 364,968	
Indirect %		14.5%		0.0% 0.0% 0.0%		14.5%	
TOTAL FUNDING USES		\$ 2,885,764		\$ - \$ - \$ -		\$ 2,885,764	
BHS MENTAL HEALTH FUNDING SOURCES							
MH Adult Fed SDMC FFP (50%)		\$ 982,468				\$ 982,468	
MH Adult State 1991 MH Realignment		\$ 737,130				\$ 737,130	
MH Adult County General Fund		\$ 1,108,142				\$ 1,108,142	
MH Adult Medicare		\$ 58,024				\$ 58,024	
MH MHSA (Adult) Match						\$ -	
MH MHSA (Adult) Match						\$ -	
						\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 2,885,764		\$ - \$ - \$ -		\$ 2,885,764	
BHS SUD FUNDING SOURCES							
						\$ -	
						\$ -	
						\$ -	
This row left blank for funding sources not in drop-down list						\$ -	
TOTAL BHS SUD FUNDING SOURCES		\$ -		\$ - \$ - \$ -		\$ -	
OTHER DPH FUNDING SOURCES							
						\$ -	
This row left blank for funding sources not in drop-down list						\$ -	
TOTAL OTHER DPH FUNDING SOURCES		\$ -		\$ - \$ - \$ -		\$ -	
TOTAL DPH FUNDING SOURCES		\$ 2,885,764		\$ - \$ - \$ -		\$ 2,885,764	
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list						\$ -	
TOTAL NON-DPH FUNDING SOURCES		\$ -		\$ - \$ - \$ -		\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,885,764		- - -		2,885,764	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Outpatient Blended Rate (FFS)					
Unduplicated Clients (UDC)		540					
DPH Units of Service		5,100					
Unit Type		Hours		0 0 0		0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 565.81		\$ - \$ - \$ -		\$ - Total UDC	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 565.81		\$ - \$ - \$ -		\$ - 480.00	

Position Title <div>(List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)</div>	Practioner Type <div>(Select Non Billing provider if the position is not expected to bill this period)</div>	TOTAL		Outpatient Program		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Medical Director	Licensed Physician	0.81	\$ 224,410.00	0.81	\$ 224,410										
Licensed Psychiatric Technician	Licensed Psychiatric Technician	0.81	\$ 4,944.00	0.81	\$ 4,944										
Lead Nurse Practitioner	Nurse Practitioner	0.81	\$ 158,915.00	0.81	\$ 158,915										
Nurse Practitioner	Nurse Practitioner	0.81	\$ 114,574.00	0.81	\$ 114,574										
Nurse Practitioner	Nurse Practitioner	0.81	\$ 117,328.00	0.81	\$ 117,328										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF	0.81	\$ 69,065.00	0.81	\$ 69,065										
Therapist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF	1.00	\$ 91,928.00	1.00	\$ 91,928										
Therapist/Supervisor	Psychologist (Licensed or waived)	1.00	\$ 97,053.00	1.00	\$ 97,053										
Therapist/Supervisor	Mental Health Rehab Specialist	0.81	\$ 76,323.00	0.81	\$ 76,323										
Clinical Program Manager/Director	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF	0.81	\$ 51,258.00	0.81	\$ 51,258										
Psychologist	Psychologist (Licensed or waived)	1.00	\$ 140,039.00	1.00	\$ 140,039										
Neuropsych/Supervisor	Psychologist (Licensed or waived)	1.00	\$ 146,802.00	1.00	\$ 146,802										
Neuropsych/Supervisor	Psychologist (Licensed or waived)	1.00	\$ 128,125.00	1.00	\$ 128,125										
Neuropsych/Supervisor	Psychologist (Licensed or waived)	1.00	\$ 120,000.00	1.00	\$ 120,000										
Director of Training	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF	0.81	\$ 102,892.00	0.81	\$ 102,892										
Nurse Program Coordinator	LVN	0.81	\$ 72,688.00	0.81	\$ 72,688										
Receptionist	Non Billing Staffing	0.81	\$ 72,688.00	0.81	\$ 72,688										
Executive Director	Psychologist (Licensed or waived)	0.28	\$ 69,665.00	0.28	\$ 69,665										
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
Totals:		15.19	\$ 1,858,697.00	15.19	\$ 1,858,697.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:		18.20%	\$ 338,305.00	18.20%	\$ 338,305	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			\$ 2,197,002.00		\$ 2,197,002.00		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number1000010833

Appendix NumberB-1

Program NameHYDE ST

Page Number

Program Code38BR3

Fiscal Year2025-26 (Tentative)

Funding Notification Date08/05/24

Expense Categories & Line Items	TOTAL	Outpatient Program	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/2024 - 06/30/2025	07/01/2024 - 06/30/2025	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$190,128.00	\$190,128					
Utilities (telephone, electricity, water, gas)	\$3,146.00	\$3,146					
Building Repair/Maintenance	\$451.00	\$451					
Pest & Janitorial	\$17,983.00	\$17,983					
Occupancy Total:	\$211,708.00	\$211,708.00	\$-	\$-	\$-	\$-	\$-
Postage	\$478.00	\$478					
Printing & Copying	\$51.00	\$51					
General Supplies	\$5,254.00	\$5,254					
Office Supplies	\$5,376.00	\$5,376					
Materials & Supplies Total:	\$11,159.00	\$11,159.00	\$-	\$-	\$-	\$-	\$-
Insurance	\$22,877.00	\$22,877					
IT Supplies and Services	\$8,456.00	\$8,456					
Equipment Lease & Maintenance	\$3,300.00	\$3,300					
Security Services	\$20,696.00	\$20,696					
Professional Licenses	\$8,404.00	\$8,404					
Shredding	\$2,500.00	\$2,500					
General Operating Total:	\$66,233.00	\$66,233.00	\$-	\$-	\$-	\$-	\$-
Local Travel	\$446.00	\$446					
Out-of-Town Travel	\$-						
Field Expenses	\$-						
Staff Travel Total:	\$446.00	\$446.00	\$-	\$-	\$-	\$-	\$-
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$-						
	\$-						
Consultant/Subcontractor Total:	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Other (provide detail):	\$-						
Client Related Expenses - includes client food, client activities, client supplies, client travel, & rental subsidies	\$4,484.00	\$4,484.00					
Stipends	\$27,675.00	\$27,675					
Job Recruitment	\$2,089.00	\$2,089					
Other Total:	\$34,248.00	\$34,248.00	\$-	\$-	\$-	\$-	\$-
TOTAL OPERATING EXPENSE	\$323,794.00	\$323,794.00	\$-	\$-	\$-	\$-	\$-

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

DHCS Legal Entity Number 01123		Appendix Number B-2				
Provider Name Hyde Street Community Services, Inc.		Page Number				
Provider Number 38BRA3		Fiscal Year 2025-26 (Tentative)				
Contract ID Number	1000010833	Funding Notification Date 08/05/24				
Program Name	HYDE ST Adult FSP					
Program Code	38BRA3					
Mode (MH) or Modality (SUD)	15					
Service Description	Outpatient Services					
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/2024 - 06/30/2025					
FUNDING USES						TOTAL
Salaries & Employee Benefits	\$ 1,133,325	\$ -	\$ -			\$ 1,133,325
Operating Expenses	\$ 170,354	\$ -	\$ -			\$ 170,354
Capital Expenses						\$ -
Subtotal Direct Expenses	\$ 1,303,679	\$ -	\$ -	\$ -	\$ -	\$ 1,303,679
Indirect Expenses	\$ 189,628					\$ 189,628
Indirect %	14.5%	0.0%	0.0%	0.0%	0.0%	14.5%
TOTAL FUNDING USES	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 1,493,307
BHS MENTAL HEALTH FUNDING SOURCES						
MH Adult Fed SDMC FFP (50%)	\$ 341,702					\$ 341,702
MH Adult County General Fund	\$ 302,303					\$ 302,303
MH MHSA (Adult) Match	\$ 341,702					\$ 341,702
MH MHSA (Adult)	\$ 507,600					\$ 507,600
						\$ -
						\$ -
						\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 1,493,307
BHS SUD FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES						
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,493,307	\$ -	\$ -	\$ -	\$ -	\$ 1,493,307
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,493,307	-	-	-	-	1,493,307
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method						
Unduplicated Clients (UDC)	50					
DPH Units of Service	2,459					
Unit Type	Staff Hour	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 607.24	\$ -	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 607.24	\$ -	\$ -	\$ -	\$ -	50.00

Contract ID Number	1000010833
Program Name	HYDE ST
Program Code	38BR3

Form Revised 5/31/2019

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number1000010833

Appendix NumberB-2

Program NameHYDE ST

Page Number

Program Code38BR3

Fiscal Year2025-26 (Tentative)

Funding Notification Date08/05/24

Expense Categories & Line Items	TOTAL	Outpatient Program	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<div>Funding Term07/01/2024 - 06/30/20257/01/2024 - 06/30/2025(mm/dd/yy-mm/dd/yy)(mm/dd/yy-mm/dd/yy)(mm/dd/yy-mm/dd/yy)(mm/dd/yy-mm/dd/yy)(mm/dd/yy-mm/dd/yy):</div>							
Rent	\$96,365.00	\$96,365					
Utilities (telephone, electricity, water, gas)	\$1,716.00	\$1,716					
Building Repair/Maintenance	\$335.00	\$335					
Pest & Janitorial	\$11,800.00	\$11,800					
Occupancy Total:	\$110,216.00	\$110,216.00	\$-	\$-	\$-	\$-	\$-
Postage	\$319.00	\$319					
Printing & Copying	\$34.00	\$34					
General Supplies	\$3,503.00	\$3,503					
Office Supplies	\$3,000.00	\$3,000					
Materials & Supplies Total:	\$6,856.00	\$6,856.00	\$-	\$-	\$-	\$-	\$-
Insurance	\$14,478.00	\$14,478					
IT Supplies and Services	\$4,613.00	\$4,613					
Equipment Lease & Maintenance	\$1,800.00	\$1,800					
Security Services	\$16,713.00	\$16,713					
Professional Licenses	\$1,971.00	\$1,971					
Shredding	\$1,300.00	\$1,300					
General Operating Total:	\$40,875.00	\$40,875.00	\$-	\$-	\$-	\$-	\$-
Local Travel	\$1,041.00	\$1,041					
Out-of-Town Travel	\$-						
Field Expenses	\$-						
Staff Travel Total:	\$1,041.00	\$1,041.00	\$-	\$-	\$-	\$-	\$-
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$-						
	\$-						
Consultant/Subcontractor Total:	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Other (provide detail):	\$-						
Client Related Expenses - includes client food, client activities, client supplies, client travel, & rental subsidies	\$8,463.00	\$8,463.00					
Job Recruitment	\$2,903.00	\$2,903					
	\$-						
Other Total:	\$11,366.00	\$11,366.00	\$-	\$-	\$-	\$-	\$-
TOTAL OPERATING EXPENSE	\$170,354.00	\$170,354.00	\$-	\$-	\$-	\$-	\$-

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number _____

Program Name _____

Program Code _____

Appendix Number _____

Page Number _____

Fiscal Year 2025-26 (Tentative)

Funding Notification Date: 08/05/24

1. Equipment

Item Description	Quantity	Serial #/VIN #	Unit Cost	Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment Cost				\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

Total Capital Expenditure

(Equipment plus Remodeling Cost)

\$ -

BUDGET JUSTIFICATION

Contract ID Number

Contractor Name

Program Name

Appendix Number

B#

Fiscal Year

01/00/00

1a) SALARIES

Staff Position 1:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 2:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 3:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 4:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 5:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 6:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE BENEFITS:

*A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.

Amount

Social Security	
-----------------	--

Medicare	
Unemployment Insurance	
Worker's Compensation	
Health and Dental	
Retirement	
Paid Time Off	
Other (specify)	
Other (specify)	
Total Fringe Benefit:	-

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
--	---

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Amount
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Amount
Total Materials & Supplies:			-

General Operating:

Expense Item	Brief Description	Rate	Amount
Total General Operating:			-

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Amount
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Amount

Total Consultants/Subcontractors:			-

Other:

Expense Item	Brief Description	Rate	Amount
Total Other:			-

TOTAL OPERATING EXPENSES:	-
---------------------------	---

3) CAPITAL EXPENSES: *(Remodeling cost or purchase of \$5,000 or more per unit)*

Capital Expense Item	Brief Description	Amount
TOTAL CAPITAL EXPENSES:		-

TOTAL DIRECT EXPENSES:	-
------------------------	---

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount

Indirect Rate:	0%
TOTAL INDIRECT EXPENSES:	-

TOTAL EXPENSES:	-
-----------------	---

Appendix C

Reserved

Appendix D
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)

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Attachment 1 to SAA - System Specific Requirements

TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT’S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**A. Attachment 1 to SAA
System Specific Requirements**

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:

B. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

City and County of San Francisco
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity (“CE”), and Hyde Street Community Services Inc. (“Contractor”), the Business Associate (“BA”), dated November 1, 2025 (the “Agreement”).

RECITALS

A. CE, by and through the Department of Public Health (SFDPH), wishes to disclose, allow access to, or allow collection of certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws with respect to health information, mental health information, and substance use treatment information, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”), and 42 CFR Part 2.

D. CE is required to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose to BA, or allow BA to create, collect, use, access, maintain, or transmit for or on CE’s behalf, certain identifiable health information. The parties desire to enter into this BAA to permit BA to disclose, create, collect, use, access, maintain, or transmit such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding regulations.

1. Definitions. For purposes of this BAA, the Parties agree that each term below and any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules (as defined below), and as each may be amended from time to time.

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, as defined in 45 CFR §160.103.
- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate

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to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.

- f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and as defined in the Security Rule, including 45 CFR §164.304.
- p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

2. Obligations of Business Associate.

a. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within fifteen (15) calendar days of a written request by CE.

b. Permitted Uses and Disclosures. BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA may use, access, and/or disclose PHI as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)). If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA

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immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

c. Prohibited Uses and Disclosures. BA will not use, access, or disclose PHI other than as permitted or required by the Agreement, this BAA, and under the Privacy Rule, or as required by law. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted under 42 U.S.C. §17935(d)(2), and, 45 CFR §164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided under the Agreement.

d. Appropriate Safeguards. BA will use appropriate safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards under the Security Rule, including, but not limited to, 45 CFR §§164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 CFR §164.316, and 42 U.S.C. §17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. §17934(c).

e. Agreements with Subcontractors and Agents. BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)). BA must mitigate the effects of any such violation.

f. Accounting of Disclosures. BA will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). BA will also make available information related to such disclosures as would be required for CE to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, BA will furnish CE the following with respect to any covered disclosures by BA: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

i. BA will furnish to CE information collected in accordance with this Section 2(e), within ten business days after written request by CE, to permit CE to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that CE elects to provide an individual with a list of its business associates, BA will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

ii. In the event an individual delivers the initial request for an accounting directly to BA, BA will forward such request to Covered Entity within ten (10) business days of receipt.

g. Access to PHI by Individuals. Upon request, BA agrees to provide CE copies of the PHI maintained by BA in a Designated Record Set in the time and manner designated by CE to enable CE to respond to an individual's request for access to PHI under 45 CFR §164.524. In the event any individual or personal representative requests access to the individual's PHI directly from BA, BA will forward that request to CE within ten (10) business days. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of CE.

h. Amendment of PHI. Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the

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possession of, BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by CE to amend such information will be completed by BA within fifteen (15) business days of CE's request. If an individual request an amendment of PHI directly from BA or its agents or subcontractors, BA must forward any such request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI will be the sole responsibility of CE.

i. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's or BA's compliance with HIPAA and this BAA.

j. Minimum Necessary. BA, its agents and subcontractors shall request, use, access, and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such use, access, or disclosure, or request. (see 42 U.S.C. Section 17935(b) and 45 CFR §164.514(d)).

k. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information provided by CE to BA or created, received, maintained or transmitted by BA or BA's agents or subcontractors under the Agreement, including any and all forms thereof.

l. Notification of Suspected or Actual Breach. BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take prompt corrective action to cure any deficiencies and any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

i. Unsuccessful Security Incident Attempts: The Parties acknowledge and agree that this Section constitutes notification by BA to CE of the ongoing existence and occurrence of attempted Security Incidents that do not result in and/or that BA does not anticipate will result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (including, for example, pings on BA's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses). Unless requested by CE, no further notification of unsuccessful Security Incident attempts is required.

ii. Successful Security Incident Attempts: BA must notify the City within five (5) calendar days of any Security Incident attempt that results in, or that BA anticipates may result in, unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (such as continuous and/or persistent Security Incident attempts or a suspicious pattern of Security Incident attempts).

iii. Written Request for Security Incident Report: Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident

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attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

m. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

n. Audits, Inspection and Enforcement. Within ten (10) calendar days of a request by CE, BA will provide CE with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other similar mutually agreed upon independent standards-based third-party audit report. CE agrees not to re-disclose BA's audit report. If BA does not have such a report, BA will allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether BA has complied with this BAA or maintains adequate security safeguards. BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal data privacy or security-enforcement government entity.

3. Termination.

a. Material Breach. A breach by BA, or BA's agent or subcontractor, of any obligations under this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. (45 CFR §164.504(e)(2)(iii).)

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible (45 C.F.R. §164.504(e)(2)(ii)(J)). If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 42 U.S.C. §17934(c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Litigation or Administrative Proceedings.

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Agreement or this BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

6. No Third-Party Beneficiaries.

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. Interpretation.

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information. The parties agree that any ambiguity in the terms of this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information.

Appendix F

Invoice

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- **Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken

Appendix G

to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 40587 - 17/18)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Behavioral Health Services - OutpatientFunding Source: General Fund, Medi-CalPSC Original Approved Amount: \$137,760,000 PSC Original Approved Duration: 01/01/18 - 12/31/22 (5 years)PSC Mod#1 Amount: \$154,291,200 PSC Mod#1 Duration: 01/01/23-12/31/27 (5 years 1 day)PSC Mod#2 Amount: \$146,000,000 PSC Mod#2 Duration: 09/01/23-12/31/28 (1 year 1 day)PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 01/01/29-12/31/30 (2 years)PSC Cumulative Amount Proposed: \$438,051,200 PSC Cumulative Duration Proposed: 13 years 2 days**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractors will provide services as part of the City's Adult/Older Adult Systems Of Care, including mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to the approximately 21,000 San Francisco residents who have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.

B. Explain why this service is necessary and the consequence of denial:

Without these services, transitional age youth, adults and older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community as related to untreated mental illness, leading to communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 40587 - 17/18

D. Will the contract(s) be renewed?

Yes, as the need continues and funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The Department expects the need for these services to continue.

2. Reason(s) for the Request**A. Display all that apply**

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

These services are provided by community-based behavioral health non-profit organizations/service providers which are able to provide a broad range of cultural expertise and linkages unavailable through Civil Service classifications alone. Due to their ability to provide a greater array of diversity and expertise, they are able to work in partnership with Civil Service staff, thereby increasing the value of their output, as well enabling the City to provide the highest quality, most accessible mental health and substance abuse treatment services to its residents as is possible.

B. Reason for the request for modification:

To extend the duration to align with the anticipated contract term.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractors must be Mental Health Medi-Cal and/or Medicare providers with proper licenses and service facilities, appropriately trained licensed and certified staff and facilities which comply with applicable State laws and regulations, as well have experience in providing the needed services to the identified target population(s), including working collaboratively with families, support systems, and other agencies/providers on- and off- site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long-term care to engage with needed services, and, where applicable, providing wrap-around services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer more quality, accessible mental health and substance abuse treatment services to its residents than it would be able to do alone. These collaborative mental health and substance abuse treatment services are best provided by community-based service providers which have the required expertise, often specific to the target population they serve, and who have the trust of and credibility in the community, as well as linkages and resources unavailable to the City at a comparable level. They are able to operate the small, flexible, community-based programs required by State law and found to be most effective in treatment residents who are mentally ill.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing classifications currently perform this work. However, demand exceeds the capacity at City facilities to provide these services so that City uses contractors to meet as many of the client's needs as possible.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
While the primary purpose of the services under this PSC is not to provide formal training to civil service staff, knowledge transfer may occur as civil service staff work closely in partnership with contractor staff.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?
If so, please explain.
No.

7. Union Notification: On 12/01/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Reanna Albert Phone: 628-271-6178 Email: reanna.albert@sfdph.org

Address: 101 Grove Street, Room 405, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40587 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/05/2024



Purchase Order

Page: 1 of 5

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
United States

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
United States

Ship To: 16070
1380 Howard St
4th Floor
San Francisco CA 94103
United States

Attention: Not Specified

Bill To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Dispatch Via Print

Business Unit: SFGOV		
Purchase Order 0000269111	Date 01-15-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Tran, Loan T	Phone	Currency USD

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard Total PO Amount 1,457,306.59

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Mental health service equivalent FAMIS index code HMHMCC730515 Invoice Template: M03, M06		1.00	EA	1,128,590.43	1,128,590.43	01/15/2019

Schedule Total 1,128,590.43

Contract ID: 1000010833 Version: 1 Contract Line: 0 Release: 1 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
Total Quantity: 0.0000 Quantity Open: 0.0000

Item Total 1,128,590.43

2 - 1	Mental health service equivalent FAMIS index code HMHMRCGRANS - HMM007 - 1901 Invoice Template: M05		1.00	EA	3,615.39	3,615.39	01/15/2019
-------	---	--	------	----	----------	----------	------------

Schedule Total 3,615.39

Contract ID: 1000010833 Version: 1 Contract Line: 0 Release: 2 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 3,615.39

3 - 1	Mental health service equivalent FAMIS index code HMHMPROP63 - PMHS63 - 1905 Invoice Template: M06, M10, M11, M12		1.00	EA	325,100.77	325,100.77	01/15/2019
-------	--	--	------	----	------------	------------	------------

Schedule Total 325,100.77

Authorized Signature

[Signature] - 1/17/2019



Purchase Order

Page: 2 of 5

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
United States

Dispatch Via Print		
Business Unit: SFGOV		
Purchase Order 0000269111	Date 01-15-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Tran,Loan T	Phone	Currency USD

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
United States

Ship To: 16070
1380 Howard St
4th Floor
San Francisco CA 94103
United States

Attention: Not Specified

Bill To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Total PO Amount 1,457,306.59

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
------------	------------------	-----	----------	-----	----------	--------------	----------

Contract ID: 1000010833

Version: 1

Contract Line: 0

Release: 3

Category Line: 1

Total Amount: 0.00

Total Quantity: 0.00

Amount Open: 0.00

Quantity Open: 0.0000

Item Total 325,100.77

Total PO Amount 1,457,306.59

Authorized Signature

**ADPICS/FAMIS - FY 18/19
CITY/COUNTY OF SAN FRANCISCO
CONTRACT PURCHASE ORDER INPUT FORM**

Original	<input checked="" type="checkbox"/>
Modification-Increase	<input type="checkbox"/>
-Decrease	<input type="checkbox"/>
Encumbrance Only	<input type="checkbox"/>

DOCUMENT NUMBER

000078111

DEPARTMENT **82 Mental Health & Substance Abuse**
DEPARTMENT CONTROL **HM-19-6995-MH/SA**

DATE **11/8/18** PAGE **1** OF **1**

Complete for Contract Order type Agreements and Contracts

Amount of this Encumbrance **\$1,693,002**

TOTAL APPROVED CONTRACT \$ **9,474,439**

ORIGINAL CONTRACT NUMBER **ID#1000010833**
PERIOD COVERED FROM **7/1/18** TO **6/30/19**

OTHER DEPARTMENT INFORMATION OR NO:

CIVIL SERVICE RESOLUTION NO:

40587-17/18, 11/20/17

CONTRACTOR: **Hyde Street Community Services**
ADDRESS **815 Hyde Street, Suite 100
San Francisco, CA 94109**

VENDOR NO: **62707/0000018587**

01

DELIVER TO:

PERMITS NO: **45-0493846**

Phone # **415-564-2607**

SEND INVOICES IN DUPLICATE (Inter-Office)

**PH&P Accounting Office
1380 Howard St., Rm. 447
San Francisco, CA 94103**

TERMS OF PAYMENT

Monthly

RETAINAGE REQUIRED,
IF YES, AMOUNT OR %

YES/NO: **NO**

INSURANCE EXPIRATION
REQUIRED AMOUNT DATE ATTACH

COMMODITY OR SERVICE CODE #

DETAILED DESCRIPTION OF SERVICES AND PRODUCTS

**7400-20 (CMHS)
7400-18 (CSAS)
PROFSERV - Bid
RFP#-2017 8/23/17
RFP 11-2017 6/12/17**

FY 18-19 Original per Funding Notification #1 dated 7/18/2018

New

Contract Term: 7/1/18-12/31/20	Original Award:	Contingency Approved	Contingency Used	Encumb. Per Transaction	Encumb. Total	Contingency Still Avail.
18-19 This Encu	1,693,002			1,693,002	1,693,002	
18-19 To Be Encu	1,623,972					
19-20 To Be Encu.	3,399,898					
20-21 To Be Encu.	1,742,448					
21-22 To Be Encu.						
Total contract	8,459,320	1,015,118		1,693,002	1,693,002	1,015,118
Contingency Used	0					
Contingency Still Avail	1,015,118					
Blanket Total	9,474,439					

WORKER'S COMP	\$1,000,000	7/1/2019	<input checked="" type="checkbox"/>
COMP. GEN. LIABILITY	\$1,000,000	7/1/2019	<input checked="" type="checkbox"/>
AUTOMOBILE	\$1,000,000	7/1/2019	<input checked="" type="checkbox"/>
UMBRELLA			
FIDELITY BOND/ 750000 (= initial pmt amt)		7/1/2019	<input checked="" type="checkbox"/>
Professional	\$1,000,000	7/1/2019	<input checked="" type="checkbox"/>

ATTACHMENTS - Please identify by title or description

SYSTEM USE

PREPARED BY (Print)

**Ada Ling
Senior Administrative Analyst**

Phone # **255-3493**

Fax # **252-3088**

(Signature)

(Print Name)

APPROVALS

BOARD OR COMMISSION

REAL PROPERTY LEASER & REPT - DIRECTOR OF PROPERTY

CONTROLLER

Line No.	Document Number		Amount	Index Code	Project		Grant		AUDIT/NUM ATTACHED
	Number	Suffix			Project	Project Detail	Grant	Grant Detail	
			1,449,621	00	251984-10000-10001792-0001	HMHMCC730515			
			2,500	00	251984-10001-10032564-0001	HMHMRCGRANTS			
			240,881	00	251984-17156-10031199-0015	HMHMPROP63			
	TOTAL		1,693,002	00					

**CK 1/17/19
exp 6/30/19 MA 1/14/19
MH 1/14/19 Fund: 11630**

RECEIVED
SFDPH-FISCAL
CONTACTS



Purchase Order

Page: 1 of 6

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
United States

Pending Approval/Approved		Dispatch Via Print
Business Unit: SFGOV		
Purchase Order 0000269111	Date 01-15-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Tran, Loan T	Phone	Currency USD

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
United States

Ship To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Attention: Not Specified

Bill To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard Total PO Amount 1,457,306.59

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Mental health service equivalent FAMIS index code HMMCC730515 Invoice Template: M03, M06		1.00	EA	1,128,590.43	1,128,590.43	01/15/2019

DISTRIBUTION LINE NUMBER: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	1,128,590.43

GLUnit	Account	Fund	Dept
SFGOV	527890	10000	251984
PCBusUnit	Project	Activity	Authority
SFGOV	10001792	0001	10000

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
1,128,590.43	USD	USD	16070	N

Schedule Total 1,128,590.43

Contract ID: 1000010833

Contract Line: 0

Release: 1

Category Line: 1

Total Amount: 0.00
Total Quantity: 0.00

Amount Open: 0.00
Quantity Open: 0.0000

Item Total 1,128,590.43

2 - 1	Mental health service equivalent FAMIS index code HMMRCGRANS - HMM007 - 1901 Invoice Template: M05		1.00	EA	3,615.39	3,615.39	01/15/2019
-------	--	--	------	----	----------	----------	------------

DISTRIBUTION LINE NUMBER: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	3,615.39

PROCESSED BY UT DATE 1/17/19
150-APPROVED BY _____ DATE _____
190-APPROVED BY CK DATE 1/17/19

Unauthorized

Δ To release remaining funds for fiscal year 2018-2019



Purchase Order

Page: 2 of 6

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
United States

Pending Approval/Approved		Dispatch Via Print
Business Unit: SFGOV		
Purchase Order 0000269111	Date 01-15-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Tran,Loan T	Phone	Currency USD

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
United States

Ship To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Attention: Not Specified

Bill To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Total PO Amount 1,457,306.59

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
GLUnit	Account	Fund	Dept				
SFGOV	527890	11580	251984				
PCBusUnit	Project	Activity	Authority				
SFGOV	10032645	0001	10001				
Details/Tax							
BaseAmt	BaseCurrency	Currency	Location	Consigned			
3,615.39	USD	USD	16070	N			

Schedule Total 3,615.39

Contract ID: 1000010833

Contract Line: 0

Release: 2

Category Line: 1

Total Amount: 0.00
Total Quantity: 0.00

Amount Open: 0.00
Quantity Open: 0.0000

Item Total 3,615.39

3 - 1	Mental health service equivalent FAMIS index code HHMMPROP63 - PMHS63 - 1905 Invoice Template: M06, M10, M11, M12	1.00	EA	325,100.77	325,100.77	01/15/2019
-------	--	------	----	------------	------------	------------

DISTRIBUTION LINE NUMBER: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	325,100.77

GLUnit	Account	Fund	Dept
SFGOV	527890	11630	251984
PCBusUnit	Project	Activity	Authority
SFGOV	10031199	0015	17156

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
325,100.77	USD	USD	16070	N

Schedule Total 325,100.77

Contract ID: 1000010833

Contract Line: 0

Release: 3

Category Line: 1

Unauthorized



Purchase Order

Page: 3 of 6

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
United States

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
United States

Ship To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Attention: Not Specified

Bill To: 1380 Howard St
4th Floor
San Francisco CA 94103
United States

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Total PO Amount 1,457,306.59

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
Total Amount: 0.00			Amount Open: 0.00				
Total Quantity: 0.00			Quantity Open: 0.0000				

Item Total 325,100.77

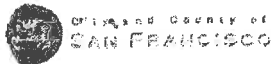
Total PO Amount 1,457,306.59

Unauthorized

100

100

100



NEW [New Window](#) | [Help](#) | [E](#)

Contract Entry
Contract

SetID SHARE

Contract ID 1000010833

*Status Approved

Contract Version

Version 1

Status Current

New Version

Approved Date 01/14/2019

Administrator/Buyer 40867

Ling,Yim

Authorized Document

Authorized Status Executed

Document Version 0.00

Amendment 0

Maintain Document

Header

Contract Style General Contract

Process Option General Contract

Supplier HYDESTREET-001

Supplier ID 0000018587

Begin Date 07/01/2018

Expire Date 12/31/2020

Renewal Date

Currency USD CRRNT

Primary Contact

Supplier Contract Ref

Description

Master Contract ID

Tax Exempt ID

Contract Type PSPFC

Department 240645

Purchasing Authority PROFSERV-BID

CMD Compliance Officer

HYDE STREET COMMUNITY SERVICES INC.

TERM CONTRACT PROFSERV-BID, ENVIRONMENTAL CONSULTING

Add Comments

Contract Activities

Primary Contact Info

Contract Header Agreement

Contract Releases

Custom Fields

Activity Log

Document Status

Thresholds & Notifications

Resource Roster

Project Team

Amount Summary

Maximum Amount	9,474,439.00 USD
Line Item Released Amount	0.00
Category Released Amount	1,457,306.59
Open Item Released Amount	0.00
Total Released Amount	1,457,306.59
Remaining Amount	8,017,132.41
Remaining Percent	84.62

☐ Local Hire

☐ Prevailing Wage

Order Contract Options

Voucher Contract Options

Invoice Number

AP Business Unit

Accounting Template

Payment Terms ID 030

Basis Date Type

Gross Amount 0.00 USD

Freight Amount 0.00

Sales Tax Amount 0.00

VAT Amount 0.00

Misc Charge Amount 0.00

Description

Supplier Item ID

Supplier's Catalog

Manufacturer ID

Mfg Item ID

Group ID

Search

Cancel Search

Clear Results

☐ Bypass Search Results

☒ Warn Before Autosaving

Contract Items

Catalog Search

Item Search

Search for Contract Lines

Lines

Personalize

Find

View All

First

1 of 1

Last

Details

Order By Amount

Item Information

Default Schedule

Release Amounts

Release Quantities

Line Groupings

Spend Threshold

Line	Item	Description	UOM	Category	Merchandise Amt	Include for Release	Status
1						<input checked="" type="checkbox"/>	Active

View Category Hierarchy

Category Search

Contract Categories

Personalize

Find

View All

First

1 of 1

Last

Details

Pricing Options

Release Amounts

Spend Threshold

Line	Category	Description	Status
1	94848	Health Care Services (Not Otherwise Classified)	Active

Contract Entry

Contract

SetID SHARE
Contract ID 1000010833

Contract Version

Version 1

Status Current

*Status Approved

New Version

Approved Date 01/14/2019

Administrator/Buyer 40867

Ling, Yim

Authorized Document

Authorized Status Executed

Document Version 0.00

Amendment 0

Maintain Document

Header

Contract Style General Contract

Process Option General Contract

Supplier HYDESTREET-001

Supplier ID 0000018587

HYDE STREET COMMUNITY
SERVICES INC

Begin Date 07/01/2018

Expire Date 12/31/2020

Renewal Date

Currency USD CRRNT

Primary Contact

Supplier Contract Ref

Description

Master Contract ID

Tax Exempt ID

Contract Type PSPFC

Department 240645

Purchasing Authority PROFSERV-BID

CMD Compliance Officer

Tax Exempt

Add Comments

Contract Activities

Primary Contact Info

Contract Header Agreement

Contract Releases

Custom Fields

Activity Log

Document Status

Thresholds & Notifications

Resource Roster

Project Team

Amount Summary

Maximum Amount 9,474,439.00 USD

Line Item Released Amount 0.00

Category Released Amount 0.00

Open Item Released Amount 0.00

Total Released Amount 0.00

Remaining Amount 9,474,439.00

Remaining Percent 100.00

Local Hire

Prevailing Wage

HBH Mental Health Other

TERM CONTRACT PROFSERV-BID, ENVIRONMENTAL
CONSULTING

-1,457,306.89 =
8,017,132.41

Order Contract Options

Voucher Contract Options

Invoice Number

AP Business Unit

Accounting Template

Payment Terms ID 030

Basis Date Type

Gross Amount 0.00 USD

Freight Amount 0.00

Sales Tax Amount 0.00

VAT Amount 0.00

Misc Charge Amount 0.00

Miscellaneous Charges Retention

Description

Manufacturer ID

Supplier Item ID

Mfg Item ID

Supplier's Catalog

Group ID

Search

Cancel Search

Clear Results

Bypass Search Results

Warn Before Autosaving

Contract Items

Catalog Search

Item Search

Search for Contract Lines

Lines									
Personalize Find View All First 1 of 1 Last									
Details	Order By Amount	Item Information	Default Schedule	Release Amounts	Release Quantities	Line Groupings	Spend Threshold		
Line	Item	Description	UOM	Category	Merchandise Amt	Include for Release	Status		
1						<input checked="" type="checkbox"/>	Active		

View Category Hierarchy

Category Search

Contract Categories

Lines			
Personalize Find View All First 1 of 1 Last			
Details	Pricing Options	Release Amounts	Spend Threshold
Line	Category	Description	Status
1	94848	Health Care Services (Not Otherwise Classified)	Active





File 251131: Contract Amendment

Hyde Street Community Services, Inc. Outpatient & Full-Service Partnership (FSP)

**BOS Budget & Finance Committee
December 3, 2025**

La Donna Norman, MA, PhD

Director of Intensive Services

Adult and Older Adult System of Care, Behavioral Health Services

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of Contract Amendment #2



- **Contractor:** Hyde Street Community Services, Inc.
- **Contract Amendment Amount:** \$11,758,765
 - **Not-to-Exceed amount:** \$38,789,762
- **Timeline:** July 1, 2018 - June 30, 2028
- **Contract Summary:** Hyde Street Community Services provides outpatient and intensive mental health services under the Behavioral Health Services Adult and Older Adult System of Care.

Program Overview



Summary: Under the proposed contract, Hyde Street Community Services would continue to provide the following services:

- **Outpatient:** Outpatient behavioral health services for adults including crisis intervention, medication support services, mental health services, and targeted case management (540 clients/year)
- **Full-Service Partnership:** Outpatient, wraparound behavioral health services for clients with more intensive service needs (50 clients/year)



Conclusion

DPH agrees with the BLA recommendation and respectfully requests approval of this item.

Thank you!

**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
Hyde Street Community Services, Inc.**

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between **Hyde Street Community Services, Inc.** 134 Golden Gate Avenue, San Francisco, CA 94102 ("Contractor") and City.

Recitals

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

WHEREAS, services in this Agreement were procured competitively as required by San Francisco Administrative Code Chapter 21.1 through multiple Request for Proposals ("RFP"), RFP 8-2017 issued on August 23, 2017 and RFP 11-2017 issued on June 12, 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 numbers 40587-17/18 on November 20, 2017; and

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 **Hyde Street Community Services, Inc.** 134 Golden Gate Avenue, San Francisco, CA 94102.

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 December 31, 2020, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

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

3.3

Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Four Hundred Seventy Four Thousand Four Hundred Thirty Nine Dollars (\$9,474,439)**. 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.

3.3.7 Federal and/or State Funded Contracts.

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

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

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

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

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

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

3.4.2 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 City's execution of this Agreement constitutes its approval of the subcontractor listed in Appendix B-DPH 4: Operating Expense Detail.

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

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

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

from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

4.7 Reserved. Liquidated Damages.

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.

(e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

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

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

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

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

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

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

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

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

5.1.8 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.

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

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

attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate 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	Business Associate Agreement

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

Article 9 Rights In Deliverables

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

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s)

under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 Reserved.

10.5 Nondiscrimination Requirements

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

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

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

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

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

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

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

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

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

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

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

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 419 San Francisco, California 94103	e-mail: Ada.ling@sfdph.org
And:	Stephanie Yang, Program Manager Contract Development and Technical Assistance 1380 Howard Street, 5 th Floor San Francisco, CA 94103	e-mail: Stephanie.yang@sfdph.org
To CONTRACTOR:	Cindy Gyor, ED Hyde Street Community Services, Inc. 134 Golden Gate Avenue San Francisco, CA 94102	e-mail: hydestinc@sbcglobal.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.

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

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

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

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

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals 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 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

12.3 Certification Regarding Lobbying.

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

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

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

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

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

12.4 Materials Review.

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

12.5 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, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

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

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

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

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

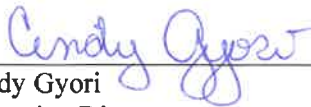
Recommended by:

 12/11/18

Date
Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

Hyde Street Community Services, Inc.

 11/21/18

Date
Cindy Gyori
Executive Director
815 Hyde Street, Suite 100
San Francisco, CA 94109

Supplier ID: 0000018587

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  12/3/18

Date
Deputy City Attorney
Louise Sykes

Approved:

 12/31/2018

Date
Alaric Degraffried
Director of the Office of Contract Administration, and
Purchaser

Received By:
DEC 12 '18 PM 2:58
Purchasing Department

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved (Insurance Waiver)
- D: Reserved
- E: SFDPH Business Associate Agreement (BAA) & Attestations
- F: Invoice
- G: Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
- H: Reserved (formerly "Privacy Policy Compliance Standards")
- I: The Declaration of Compliance

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Stephanie Yang**, 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:

7/1/18

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Hyde Street Community Services, Inc.

Appendix A-2 Adult FSP

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

Contractor Name: Hyde Street Community Services, Inc.	Appendix A- 1/A-2
Program Name: Hyde Street Outpatient Services	Contract Term 7/1/18 – 6/30/19
Hyde Street Full Service Partnership	Funding Source: MH SDKC FFP, MH Realignment, GF, Medicare, SAMHSA, MHSA

1. Identifiers:

Program Name: Hyde Street Community Services
Program Address: 815 Hyde Street, Suite 100
City, State, ZIP: San Francisco, CA 94109
Telephone/FAX: 415-673-5700/ 415-292-7140
Website Address: hydestreetcs.org

Person Completing this Narrative: Cindy Gyori, LCSW, ED
Telephone: 415-673-5700 x1101
Email Address: hydestinc@sbcglobal.net
Program Code(s): 38BR3/ 38BRA3

2. Nature of Document:

☒ New ☐ Renewal ☐ Modification

3. Goal Statement:

To provide a comprehensive spectrum of outpatient behavioral health services from low intensity to ICM, appropriate to the individual consumer's level of need and impairment that embodies the philosophies of Recovery, Harm Reduction, Cultural Competency and Consumer Participation.

4. Target Population:

The Tenderloin Clinic of Hyde Street Community Services (HSCS) provides a comprehensive continuum of mental health services to the adult population residing in the Central City area of San Francisco with a special focus on individuals present with a wide array of situational and acute or chronic mental health issues. These are often complicated by social, economic, housing, physical health and substance abuse problems.

HSCS is committed to providing culturally relevant services to the diverse ethnic and racial populations residing in the San Francisco. The largest of these groups are African-American, Arab-speaking/ Muslim populations, Southeast Asian, and most recently, Latinos. Presently, the Clinic provides citywide services to the Arab-speaking population, utilizing Peer Counselors for translation and case management.

Intensive Case Management (FSP program) will target adult residents of San Francisco who have been identified as dually diagnosed, exhibiting both mental health and substance abuse problems, and who present with multiple and complex issues that require more intensive services than can be addressed in standard outpatient programs. These issues may include: 1) homelessness or risk of homelessness, 2) history of criminal justice involvement, 3) inability to maintain stable interpersonal relationships or employment due to emotional dis-regulation and poor impulse control, 4) self-destructive behaviors including suicidal impulses, self-mutilation, and high risk behaviors likely to result in harm, and 5) history of abuse and trauma, and 6) lack entitlements or stable source of income.

5. Modality(s)/Intervention(s)

Contractor Name: Hyde Street Community Services, Inc.	Appendix A- 1/A-2
Program Name: Hyde Street Outpatient Services	Contract Term 7/1/18 – 6/30/19
Hyde Street Full Service Partnership	Funding Source: MH SDKC FFP, MH Realignment, GF, Medicare, SAMHSA, MHSA

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.

Medication Support Services.

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

A Unit of Service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.

Mental Health Services.

“Mental Health Services” are those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Assessment.

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

A Unit of Service is one minute of time providing a face-to-face clinical assessment of an individual directly, or indirectly in consultation with another provider.

Collateral.

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

A Unit of Service is one minute of contact with an individual, outside of the agency, who is engaged with the client’s care.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A- 1/A-2
Program Name: Hyde Street Outpatient Services	Contract Term 7/1/18 – 6/30/19
Hyde Street Full Service Partnership	Funding Source: MH SDKC FFP, MH Realignment, GF, Medicare, SAMHSA, MHSA

Therapy.

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

A Unit of Service is one minute of contact with an individual (or a group) addressing management of symptoms and behaviors.

Targeted Case Management.

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

A Unit of Service is one minute of contact with a client or on behalf of a client to stabilize functioning in the community.

6. Methodology:

A. Recruitment and Hiring

HSCS is an equal opportunity employer and makes every effort to attract qualified staff and interns who are bi-cultural and/ or bi-lingual. Hiring and promotion are conducted in accordance with the policies established in the union contract with SEIU, Local 1021.

B. Admission Criteria and Process

Hyde Street Community Services will participate in the CBHS Advanced Access initiative, including timely measurement of data at the site and reporting of data to CBHS as required, which may be changed from time to time with prior notice from CBHS.

HSCS will provide services those individuals who are eligible for System of Care services, following the admission criteria specified by CBHS guidelines. The Tenderloin Clinic will accept referrals authorized by Central Access, inpatient units, and other CBHS programs that meet medical necessity and authorization criteria. In addition, individuals residing in the community, who drop in, will be assessed for admission according to the same criteria.

The Tenderloin Clinic will adhere to CBHS guidelines regarding assessment and treatment of indigent clients and will participate in the CMHS Advanced Access initiative and is committed to providing an initial assessment and medication evaluation, as needed, within 24 to 48 hours of request.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A- 1/A-2
Program Name: Hyde Street Outpatient Services	Contract Term 7/1/18 – 6/30/19
Hyde Street Full Service Partnership	Funding Source: MH SDKC FFP, MH Realignment, GF, Medicare, SAMHSA, MHSA

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 18-19.

8. Continuous Quality Improvement:

A. Achievement of contract performance objectives

The Executive Director maintains a database of all open cases to insure:

1. Completion of a Risk Assessment upon opening.
2. Completion of a Data Base Assessment within 60 days of opening.
3. Completion of and Initial POC and CSA within 60 days of opening or before the first planned service.
4. Completion of annual documents: POC, CSA, Consent of Treatment, Consent for medications, HIPAA, Acknowledgement of Receipt of Materials in a timely manner.
5. Staff Productivity

The PURQC committee is composed of the Executive Director, the Clinical Director, the Medical Director and the Director of Training. The Executive Director reviews all POC's and CSA's and presents for discussion cases that exceed 15 hours of requested services. The Executive Assistant maintains a record of all requests for information regarding SSI applications as an indicator of assistance in obtaining SSI linked MediCal. The Executive Assistant oversees the opening and updating of cases insuring that information regarding Primary Care, Financial Status, housing information and tobacco use are entered into Avatar.

The Medical Director monitors the completion of Metabolic Monitoring and vital signs for all clients prescribed medications.

The Director of Training oversees adherence to all required trainings by BHS, schedules the weekly in-service training and supervision of interns. The trainings are planned to address current trends in treatment, enhancing cultural sensitivity, community resources, and professional growth.

B. Documentation quality

Initially, all charts submitted for annual CSA will be reviewed by the Executive Assistant for completeness using the PURQC Checklist Review of Documents". Using Avatar, the Quality Assurance Committee which includes line staff as well as the Executive Director and the Clinical Director will review all charts submitted requesting more than 15 hours for completeness according to the "PURQC Documentation Compliance". Medical Director will review for compliance with annual reassessment for medications, metabolic monitoring and Informed Consent for medications. Supervisory staff may also randomly monitor documentation when responding to error or duplicate billing reports.

Intern supervisors, when co-signing all documents, will monitor and provide feedback to students on a regular basis.

Twice a year, one chart from each clinician or intern, will receive a full chart audit. This review will include monitoring for compliance assessments, Treatment Plans of Care, progress notes and completion of required local, state and federal documents with client signatures. Feedback will be given to each clinician and, corrections, if needed will be monitored.

C. Cultural Competency

CID#: 1000010833

Page 1 of 5

7/1/18

Contractor Name: Hyde Street Community Services, Inc.	Appendix A- 1/A-2
Program Name: Hyde Street Outpatient Services	Contract Term 7/1/18 – 6/30/19
Hyde Street Full Service Partnership	Funding Source: MH SDKC FFP, MH Realignment, GF, Medicare, SAMHSA, MHSA

Increasing and maintaining awareness of cultural issues and sensitivity to the impact on treatment, Hyde St. engages in the following activities:

1. Completion of the annual Cultural Competency Report
2. For FY 2018-2019, HSCS will continue regular meetings of the Consumer Advisory Board who will advise the administration and recommend changes or enhancements of programming and services to better meet the needs of consumers.
3. Inclusion of "What are the cultural issues?" in each case presentation at the clinic
4. Promotion of hiring culturally or linguistically diverse staff

D. Client Satisfaction

Client satisfaction is monitored through feedback in the mandated Client Satisfaction Survey, through discussion in a group setting, and individually in response to client complaints and suggestions to staff.

E. Measurement, analysis and use of ANSA.

HSCS will use both ANSA data and internal, program specific data, to measure and analyze outcomes. All clients open for more than 60 days will have a Treatment Plan of Care and ANSA completed and annually from the date of opening. Reports generated by CBHS will be obtained and reviewed on a regular basis. Internally, information will be collected on referrals, show rates and the demographic and clinical profile of consumers. These materials will be reviewed and used to determine appropriate clinical interventions and programmatic changes.

**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."

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of

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

2. Program Budgets and Final Invoice

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

Budget Summary
CRDC B-1 and B-2
Appendix B-1 Hyde Street Community Services, Inc.
Appendix B-2 Adult FSP

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 **Nine Million Four Hundred Seventy Four Thousand Four Hundred Thirty Nine Dollars (\$9,474,439)** for the period of **July 1, 2018 through December 31, 2020**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,015,118** 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, Description of Services, and an 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	\$	3,316,974
July 1, 2019 through June 30, 2020	\$	3,399,898
July 1, 2020 through December 31, 2020	\$	1,742,449
Subtotal - July 1, 2018 through December 31, 2020	\$	8,459,321
Contingency	\$	1,015,118
TOTAL - July 1, 2018 through June 30, 2021	\$	9,474,439

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

CBHS BUDGET

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

DHCS Legal Entity Number (MH) 01123		Summary Page 1 of 1	
DHCS Legal Entity Name (MH)/Contractor Name (SA) Hyde Street Community Services, Inc		Fiscal Year 2018-2019	
Contract ID#	1000010833	Funding Notification Date 07/18/18	
Contract Appendix Number	B-1	B-2	B-#
Provider Number	38BR	38BR	
Program Name(s)	HYDE ST	ADULT FSP	
Program Code(s)	38BR3	38BRA3	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	TOTAL
FUNDING USES			
Salaries	\$ 1,521,308	\$ 471,801	\$ 1,993,109
Employee Benefits	\$ 361,007	\$ 111,959	\$ 472,966
Subtotal Salaries & Employee Benefits	\$ 1,882,315	\$ 583,760	\$ 2,466,075
Operating Expenses	\$ 277,773	\$ 140,478	\$ 418,250
Capital Expenses	\$ -	\$ -	\$ -
Subtotal Direct Expenses	\$ 2,160,088	\$ 724,238	\$ 2,884,325
Indirect Expenses	\$ 324,013	\$ 108,636	\$ 432,649
Indirect %	15.00%	15.00%	0.0%
TOTAL FUNDING USES	\$ 2,484,101	\$ 832,873	\$ 3,316,974
		Employee Fringe Benefits %	23.7%
BHS MENTAL HEALTH FUNDING SOURCES			
MH FED SDMC FFP (50%) Adult	\$ 982,468	\$ 273,274	\$ 1,255,742
MH STATE Adult 1991 MH Realignment	\$ 737,130		\$ 737,130
MH COUNTY Adult - General Fund	\$ 701,480	\$ 77,837	\$ 779,317
MH Medicare	\$ 58,024		\$ 58,024
MH GRANT SAMSHA Adult SOC, CFDA #93.958	\$ 5,000		\$ 5,000
MH MHSA (CSS)		\$ 481,762	\$ 481,762
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,484,102	\$ 832,873	\$ 3,316,975
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 2,484,102	\$ 832,873	\$ 3,316,975
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,484,102	\$ 832,873	\$ 3,316,975
Prepared By Victor de la Rocha			

CBHS BUDGET

Appendix B -DPH 6: Contract-Wide Indirect Detail

Indirect Detail Page: 1 of 1

Contractor Name: Hyde Street Community Services, Inc

Contract CMS #: 1000010833

Fiscal Year: 2018-2019

Funding Notification Date: 7/18/18

1. SALARIES & BENEFITS

Position Title	FTE	Amount
Executive Director	0.65	\$ 70,313
Executive Assistant	1.00	\$ 49,644
Receptionist	1.00	\$ 44,387
Subtotal:	2.65	\$ 164,344
Employee Fringe Benefits:	23.7%	\$ 38,999
Total Salaries and Benefits:		\$ 203,343

2. OPERATING COSTS

Expense line item:	Amount
Rent	\$ 35,678
Utilities (telephone, electricity, water, gas)	\$ 2,686
Building Repair/Maintenance	\$ 827
Office/IT/Janitorial Supplies	\$ 1,033
Photocopying	\$ 103
Postage	\$ 41
Training/Staff Development	\$ 1,694
Insurance	\$ 3,616
Equipment Lease & Maintenance	\$ 858
Local Travel	\$ 103
Professional Services	\$ 310
MSA Admin Agreement	\$ 150,000
Legal and Accounting	\$ 24,660
Payroll Processing	\$ 4,000
Subscriptions, Plans	\$ 1,200
Bank Charges (account maintenance fees)	\$ 1,400
Advertising	\$ 1,096
Total Operating Costs	\$ 229,306

Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 432,649
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CBHS BUDGET

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) <u>Hyde Street Community Services, Inc</u>						Appendix #	B-1
Provider Name <u>Hyde Street Community Services, Inc</u>						Page #	1
Provider Number <u>38BR</u>						Fiscal Year	2018-2019
						Funding Notification Date	07/18/18
Program Name	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.		
Program Code	38RB3	38RB3	38RB3	38RB3	38RB3		
Mode/SFC (MH) or Modality (SA)	15/10-57, 59	15/60-69	15/01-09	15/70-79	45/20-29		
Service Description	OP-MH Svcs	OP-Medication Support	OP-Case Mgt Brokerage	OP-Crisis Intervention	OS-Cmmty Client Svcs		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		TOTAL
FUNDING USES							
Salaries & Employee Benefits	1,247,161	562,540	65,084	7,530			1,882,316
Operating Expenses	180,731	81,520	9,432	1,091	5,000		277,773
Capital Expenses	-	-	-	-	-		-
Subtotal Direct Expenses	1,427,892	644,060	74,516	8,621	5,000		2,160,089
Indirect Expenses	214,681	96,833	11,203	1,296			324,013
TOTAL FUNDING USES	1,642,573	740,893	85,719	9,918	5,000		2,484,102
BHS MENTAL HEALTH FUNDING SOURCES							
	Dept-Auth-Proj-Activity						
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	650,951	293,616	33,971	3,930		982,468
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	488,398	220,295	25,488	2,949		737,130
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	464,778	209,641	24,255	2,806		701,480
MH Medicare	251984-10000-10001792-0001	38,445	17,341	2,006	232		58,024
MH GRANT SAMSHA Adult SOC, CFDA #93.958	2519484-10001-10032564-0001					5,000	5,000
This row left blank for funding sources not in drop-down list							
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		1,642,573	740,893	85,719	9,918	5,000	2,484,102
TOTAL DPH FUNDING SOURCES		1,642,573	740,893	85,719	9,918	5,000	2,484,102
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,642,573	740,893	85,719	9,918	5,000	2,484,102
BHS UNITS OF SERVICE AND UNIT COST							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)		
DPH Units of Service	438,890	197,964	22,904	2,650	292		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 3.74	\$ 3.74	\$ 3.74	\$ 3.74	\$ 17.12		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.74	\$ 3.74	\$ 3.74	\$ 3.74	\$ 17.12		
Published Rate (Medi-Cal Providers Only)	\$ 3.97	\$ 3.97	\$ 3.97	\$ 3.97	N/A		Total UDC
Unduplicated Clients (UDC)	350	350	350	350	350		700

CBHS BUDGET

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: HYDE ST

Program Code: 38BR3

Appendix #: B-1

Page #: 2

Fiscal Year: 2018-2019

Funding Notification Date: 07/18/18

	TOTAL		251984-10000-10001792-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Term (mm/dd/yy-mm/dd/yy):			07/01/18 - 06/30/19					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinic Director, MFT	1.00	\$ 73,936.00	1.00	\$ 73,936.32				
Director of Training, PhD	0.90	\$ 114,606.00	0.90	\$ 114,605.71				
Executive Director, LCSW	0.32	\$ 34,075.00	0.32	\$ 34,074.58				
Licensed Psychiatric Technician, LPT	0.45	\$ 26,910.00	0.45	\$ 26,910.00				
Nurse Practitioner, NP	1.00	\$ 145,000.00	1.00	\$ 145,000.00				
Nurse Practitioner, NP	1.00	\$ 102,717.00	1.00	\$ 102,717.12				
Nurse Practitioner, NP	0.90	\$ 104,253.00	0.90	\$ 104,252.83				
Program Coordinator, MSW	1.00	\$ 65,859.00	1.00	\$ 65,858.64				
Psychiatrist, MD	0.81	\$ 189,689.00	0.81	\$ 189,689.26				
Psychiatrist, MD	0.90	\$ 197,133.00	0.90	\$ 197,133.26				
Psychologist (Non Supervisor), PhD	1.00	\$ 92,004.00	1.00	\$ 92,004.00				
Senior Supervising Clinician, LCSW	1.00	\$ 71,095.00	1.00	\$ 71,095.44				
Therapist, ASW	1.00	\$ 63,503.00	1.00	\$ 63,502.56				
Therapist, ASW	1.00	\$ 58,698.00	1.00	\$ 58,697.60				
Therapist, MFTI	1.00	\$ 58,686.00	1.00	\$ 58,685.76				
Therapist, LCSW	1.00	\$ 64,460.00	1.00	\$ 64,459.68				
Therapist Intensive Case Manger, Unlicensed	1.00	\$ 58,685.00	1.00	\$ 58,685.28				
Totals:	15.28	\$ 1,521,309.00	15.28	\$ 1,521,308.05	0.00	\$ -	0.00	\$ -

Employee Fringe Benefits:	23.73%	\$ 361,007.00	23.73%	\$ 361,006.98	0.00%		0.00%	
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TOTAL SALARIES & BENEFITS

\$ 1,882,316.00

\$ 1,882,315.00

\$ -

\$ -

CBHS BUDGET

Appendix B - DPH 4: Operating Expenses Detail

Program Name: HYDE ST

Program Code: 38BR3

Appendix #: B-1

Page #: 3

Fiscal Year: 2018-2019

Funding Notification Date: 07/18/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	2519484-10001-10032564-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Term (mm/dd/yy-mm/dd/yy):		07/01/18 - 06/30/19	07/01/18 - 06/30/19		
Rent	\$ 205,656.00	\$ 205,655.69			
Utilities(telephone, electricity, water, gas)	\$ 15,483.00	\$ 15,483.43			
Building Repair/Maintenance	\$ 4,764.00	\$ 4,764.13			
Occupancy Total:	\$ 225,903.00	\$ 225,903.00	\$ -	\$ -	\$ -
Office Supplies	\$ 5,955.00	\$ 5,955.17			
Photocopying	\$ 596.00	\$ 595.52			
Postage	\$ 238.00	\$ 238.21			
Computer Hardware/Software	\$ -				
Materials & Supplies Total:	\$ 6,789.00	\$ 6,789.00	\$ -	\$ -	\$ -
Training/Staff Development	\$ 9,766.00	\$ 9,766.47			
Insurance	\$ 20,843.00	\$ 20,843.08			
Professional Services	\$ 1,787.00	\$ 1,786.55			
Permits	\$ -				
Equipment Lease & Maintenance	\$ 4,943.00	\$ 4,942.79			
General Operating Total:	\$ 37,339.00	\$ 37,339.00	\$ -	\$ -	\$ -
Local Travel	\$ 596.00	\$ 595.52			
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ 596.00	\$ 596.00	\$ -	\$ -	\$ -
Other (provide detail):	\$ -				
Client Related Expenses - include client food, client activities, client supplies, client travel , & rental subsidies	\$ 7,146.00	\$ 2,146.20	\$ 5,000.00		
	\$ -				
Other Total:	\$ 7,146.00	\$ 2,146.00	\$ 5,000.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 277,773.00	\$ 272,773.00	\$ 5,000.00	\$ -	\$ -

CBHS BUDGET

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) Hyde Street Community Services, Inc							Appendix #	B-2
Provider Name Hyde Street Community Services, Inc							Page #	1
Provider Number 38BR							Fiscal Year	2018-2019
							Funding Notification Date	07/18/18
Program Name	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP
Program Code	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3
Mode/SFC (MH) or Modality (SA)	15/10-57, 59	15/60-69	15/01-09	15/70-79	60/70	60/72	60/78	
Service Description	OP-MH Svcs	OP-Medication Support	OP-Case Mgt Brokerage	OP-Crisis Intervention	SS-Client Hsng Support Exp	SS-Client Flexible Support Exp	SS-Other Non-Medical Client Support Exp	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	TOTAL
FUNDING USES								
Salaries & Employee Benefits	290,278	38,325	118,421	11,641			125,094	583,759
Operating Expenses	87,007	11,487	35,495	3,489	1,000	2,000		140,477
Capital Expenses								-
Subtotal Direct Expenses	377,285	49,812	153,916	15,130	1,000	2,000	125,094	724,237
Indirect Expenses	56,813	7,501	23,178	2,279			18,865	108,636
TOTAL FUNDING USES	434,098	57,313	177,094	17,409	1,000	2,000	143,959	832,873
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity							
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	172,948	22,834	70,556	6,936			273,274
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	49,261	6,504	20,096	1,975			77,837
MH MHSA (Adult) Match	251984-17156-10031199-0015	172,948	22,834	70,556	6,936			273,274
MH MHSA (Adult) Non Match	251984-17156-10031199-0015	38,940	5,141	15,886	1,562	1,000	2,000	208,488
This row left blank for funding sources not in drop-down list								
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		434,098	57,313	177,094	17,409	1,000	2,000	832,873
TOTAL DPH FUNDING SOURCES		434,098	57,313	177,094	17,409	1,000	2,000	832,873
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		434,098	57,313	177,094	17,409	1,000	2,000	832,873
BHS UNITS OF SERVICE AND UNIT COST								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	131,214	17,324	53,530	5,262	6	40	6,180	
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract.	Staff Hour or Client Day, depending on contract.	Staff Hour or Client Day, depending on contract.	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.31	\$ 3.31	\$ 3.31	\$ 3.31	\$ 166.67	\$ 50.00	\$ 23.29	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.31	\$ 3.31	\$ 3.31	\$ 3.31	\$ 166.67	\$ 50.00	\$ 23.29	
Published Rate (Medi-Cal Providers Only)	\$ 3.51	\$ 3.51	\$ 3.51	\$ 3.51	N/A	N/A	N/A	Total UDC
Unduplicated Clients (UDC)	30	30	30	30	3	20	50	100

CBHS BUDGET

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: ADULT FSP

Program Code: 38BRA3

Appendix #: B-2

Page #: 2

Fiscal Year: 2018-2019

Funding Notification Date: 07/18/18

	TOTAL		251984-10000-10001792-0001		251984-17156-10031199-0015		251984-17156-10031199-0015		Accounting Code 5 (Index Code or Detail)		Accounting Code 6 (Index Code or Detail)	
Term (mm/dd/yy-mm/dd/yy):			07/01/18 - 06/30/19		07/01/18 - 06/30/19		07/01/18 - 06/30/19					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Training, PhD	0.10	\$ 12,680.00	0.048	\$ 6,112.31	0.052	\$ 6,567.62						
Executive Director, LCSW	0.04	\$ 3,804.00	0.017	\$ 1,817.57	0.018	\$ 1,986.24						
Licensed Psychiatric Technician, LPT	0.05	\$ 2,990.00	0.024	\$ 1,435.20	0.026	\$ 1,554.80						
Nurse Practitioner, NP	0.10	\$ 11,584.00	0.048	\$ 5,560.15	0.052	\$ 6,023.50						
Peer Counselor, None	0.63	\$ 28,262.00	0.000	\$ -	0.000	\$ -	0.63	\$ 28,262.00				
Peer Counselor, None	0.63	\$ 27,586.00	0.000	\$ -	0.000	\$ -	0.63	\$ 27,586.00				
Peer Counselor, None	1.00	\$ 45,254.00	0.000	\$ -	0.000	\$ -	1.00	\$ 45,254.20				
Psychiatrist, MD	0.09	\$ 21,077.00	0.043	\$ 10,116.76	0.047	\$ 10,959.82						
Psychiatrist, MD	0.10	\$ 21,904.00	0.048	\$ 10,513.77	0.052	\$ 11,389.92						
Therapist, MFT	1.00	\$ 58,685.00	0.480	\$ 28,168.93	0.520	\$ 30,516.35						
Therapist Full Service Partnership, MFTI	1.00	\$ 59,747.00	0.480	\$ 28,678.58	0.520	\$ 31,068.46						
Therapist Full Service Partnership, MSW	1.00	\$ 59,756.00	0.480	\$ 28,682.73	0.520	\$ 31,072.95						
Therapist Full Service Partnership, ASW	1.00	\$ 58,685.00	0.480	\$ 28,168.93	0.520	\$ 30,516.35						
Therapist Full Service Partnership, MFT	1.00	\$ 59,787.00	0.480	\$ 28,697.70	0.520	\$ 31,089.18						
Totals:	7.73	\$ 471,801.00	2.63	\$ 177,952.65	2.85	\$ 192,745.19	2.25	\$ 101,102.20	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	23.73%	\$ 111,958.00	23.73%	\$ 42,228.23	23.73%	\$ 45,738.51	23.73%	\$ 23,991.59	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 583,759.00		\$ 220,181.00		\$ 238,484.00		\$ 125,094.00		\$ -		\$ -

CBHS BUDGET

Appendix B - DPH 4: Operating Expenses Detail

Program Name: ADULT FSP
 Program Code: 38BRA3

Appendix #: B-2
 Page #: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 07/18/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	251984-17156-10031199-0015	251984-17156-10031199-0015	251984-17156-10031199-0015	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Term (mm/dd/yy-mm/dd/yy):		07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		
Rent	\$ 104,006.00	\$ 49,922.84	\$ 54,083.07				
Utilities(telephone, electricity, water, gas)	\$ 7,830.00	\$ 3,758.60	\$ 4,071.81				
Building Repair/Maintenance	\$ 2,409.00	\$ 1,156.49	\$ 1,252.87				
Occupancy Total:	\$ 114,245.00	\$ 54,838.00	\$ 59,408.00	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 3,012.00	\$ 1,445.61	\$ 1,566.08				
Photocopying	\$ 301.00	\$ 144.56	\$ 156.61				
Postage	\$ 120.00	\$ 57.82	\$ 62.64				
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 3,433.00	\$ 1,648.00	\$ 1,785.00	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 4,939.00	\$ 2,370.81	\$ 2,568.37				
Insurance	\$ 10,541.00	\$ 5,059.65	\$ 5,481.29				
Professional License	\$ 904.00	\$ 433.68	\$ 469.82				
Permits	\$ -						
Equipment Lease & Maintenance	\$ 2,500.00	\$ 1,199.86	\$ 1,299.85				
General Operating Total:	\$ 18,884.00	\$ 9,064.00	\$ 9,819.00	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 301.00	\$ 144.56	\$ 156.61				
Out-of-Town Travel	\$ -	\$ -	\$ -				
Field Expenses	\$ -	\$ -	\$ -				
Staff Travel Total:	\$ 301.00	\$ 145.00	\$ 157.00	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
(add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Client Related Expenses - include client food, client activities, client supplies, client travel , & rental subsidies	\$ 3,614.00	\$ 294.74	\$ 319.30	\$ 1,000.00	\$ 2,000.00		
	\$ -						
Other Total:	\$ 3,614.00	\$ 295.00	\$ 319.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 140,477.00	\$ 65,990.00	\$ 71,488.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -

Appendix C

Reserved

Appendix D
Reserved

Appendix E

HIPAA Business Associate Agreement



San Francisco Department of Public Health

Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Richmond Area Multi Services, Inc., the Business Associate (“BA”), dated July 1, 2018, F&P #1000003053 (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.



San Francisco Department of Public Health

Business Associate Agreement

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.



San Francisco Department of Public Health

Business Associate Agreement

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

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

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the



San Francisco Department of Public Health

Business Associate Agreement

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to



San Francisco Department of Public Health

Business Associate Agreement

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to



San Francisco Department of Public Health
Business Associate Agreement

what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.



San Francisco Department of Public Health
Business Associate Agreement

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:	Hyde Street Community Services, Inc.	Contractor City Vendor ID	0000018587
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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 supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	Hyde Street Community Services, Inc.	Contractor City Vendor ID	0000018587
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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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Appendix F
Invoice

Appendix F
PAGE A

BHS

ACE Control Number: 

Prepared: 11/19/2018

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

Appendix F
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M05 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM

TBD

Fund Source:

MH Grant SAMSHA Adult SOC

Invoice Period:

July 2018

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Hyde St. PC# - 38BR3 - (HMHMRCGRANTS/HMM007-1801) 251984-10001-10032564-0001												
45/ 20 - 29 OS - Cmnty Client Svcs	292	350			-	-	0%	0%	292	350	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Expenses	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

Behavioral Health Services-Budget/Invoice Analyst
1380 Howard St 4th Floor
San Francisco, CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

Jul Original 11-19

Prepared: 11/19/2018

Appendix F
PAGE A

INVOICE NUMBER: M06 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Fund Source:	MH Fed/ County Adult/ MHSA Match & Non Match
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Invoice Period : July 2018

Final Invoice:		(Check if Yes)
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ACE Control Number: [REDACTED]

	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		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	TOTAL Contracted UOS CLIENTS	UOS CLIENTS	UOS CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 Adult FSP PC# - 38BRA3 - (HMMHPROP63-PMHS63-1805) 251984-17156-10031199-0015											
15/ 10 - 57, 59 OP - MH Svcs	131,214			\$ 3.31	\$ -	0.00%		0.00%		131,214.000	
15/ 60 - 69 OP - Medication Support	17,324			\$ 3.31	\$ -	0.00%		0.00%		17,324.000	
15/ 01 - 09 OP - Case Mgt Brokerage	53,530			\$ 3.31	\$ -	0.00%		0.00%		53,530.000	
15/ 70 - 79 OP - Crisis Intervention-OP	5,262			\$ 3.31	\$ -	0.00%		0.00%		5,262.000	
TOTAL	207,330		0.00%			0.00%		0.00%		207,330.000	
	Budget Amount			\$ 685,914.00				Expenses To Date	% of Budget	Remaining Budget	
								\$ -	0.00%	\$ 685,914.00	
SUBTOTAL AMOUNT DUE					\$ -	NOTES:					
Less: Initial Payment Recovery						251984-17156-10031199-0015 - \$351,110.00					
(For DPH Use) Other Adjustments						251984-10000-10001792-0001 - \$334,803.00					
NET REIMBURSEMENT					\$ -						

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

Authorized Signatory Date

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

Appendix F
PAGE A.

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M10 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH MHSA (Adult) Non Match

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - (HMHMPRP63-PMHS63-1805) 251984-17156-10031199-0015												
60/ 78 SS-Other Non-MediCal	6,180	50			-	-	0%	0%	6,180	50	100%	100%
Client Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 101,102.00	\$ -	\$ -	0.00%	\$ 101,102.00
Fringe Benefits	\$ 23,992.00	\$ -	\$ -	0.00%	\$ 23,992.00
Total Personnel Expenses	\$ 125,094.00	\$ -	\$ -	0.00%	\$ 125,094.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 125,094.00	\$ -	\$ -	0.00%	\$ 125,094.00
Indirect Expenses	\$ 18,865.00	\$ -	\$ -	0.00%	\$ 18,865.00
TOTAL EXPENSES	\$ 143,959.00	\$ -	\$ -	0.00%	\$ 143,959.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

Jul Original 11-19

Prepared: 11/19/2018

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

Appendix F
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M11 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH MHSA (Adult) Non Match

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - (HMMPROP63-PMHS63-1805) 251984-17156-10031199-0015												
60/ 72 SS-Client Flexible	40	20			-	-	0%	0%	40	20	100%	100%
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Expenses	\$ 2,000.00	\$ -	\$ -	0.00%	\$ 2,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 2,000.00	\$ -	\$ -	0.00%	\$ 2,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 2,000.00	\$ -	\$ -	0.00%	\$ 2,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 2,000.00	\$ -	\$ -	0.00%	\$ 2,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

Jul Original 11-19

Prepared: 11/19/2018

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M12 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH MHSA (Adult) Non Match

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - (HMMPROP63-PMHS63-1805) 251984-17156-10031199-0015												
60/ 70 SS-Client Hsng	6	6			-	-	0%	0%	6	6	100%	100%
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Material and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Expenses	\$ 1,000.00	\$ -	\$ -	0.00%	\$ 1,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,000.00	\$ -	\$ -	0.00%	\$ 1,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,000.00	\$ -	\$ -	0.00%	\$ 1,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 1,000.00	\$ -	\$ -	0.00%	\$ 1,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

Jul Original 11-19

Prepared: 11/19/2013

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

Reserved

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.



Purchase Order

Page: 1 of 5

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
UNITED STATES

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
UNITED STATES

Ship To: 16070
1380 Howard St
4th Floor
San Francisco CA 94103
UNITED STATES

Attention: Not Specified

Bill To: cbhsinvoices@sfdph.org
SAN FRANCISCO CA
UNITED STATES

Tax Exempt? N **Tax Exempt ID:** **Replenishment Option:** Standard **Total PO Amount** 3,396,880.00

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	INITIAL PAYMENT 10000-10001792-0001		1.00	EA	750,000.00	750,000.00	07/27/2020

Schedule Total 750,000.00

Contract ID: 1000010833 Version: 1 Contract Line: 0 Release: 9 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 750,000.00

2 - 1	Mental health service equivalent Net of I/P \$750,000 10000-10001792-0001 Invoice Template: M03, M06		1.00	EA	2165118.00	2165118.00	07/27/2020
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Schedule Total 2,165,118.00

Contract ID: 1000010833 Version: 1 Contract Line: 0 Release: 10 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 2,165,118.00

3 - 1	Mental health service equivalent 10001-10034030-0001 Invoice Template: M05		1.00	EA	.00	.00	07/27/2020
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Schedule Total 0.00

Contract ID: 1000010833 Version: 1 Contract Line: 0 Release: 11 Category Line: 1

Authorized Signature

3/22/2021



Purchase Order

Page: 2 of 5

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco CA 94102
UNITED STATES

Supplier: 0000018587
HYDE STREET COMMUNITY
SERVICES INC
815 HYDE ST STE 100
SAN FRANCISCO CA 94109
UNITED STATES

Ship To: 16070
1380 Howard St
4th Floor
San Francisco CA 94103
UNITED STATES

Attention: Not Specified

Bill To: cbhsinvoices@sfdph.org
SAN FRANCISCO CA
UNITED STATES

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Total PO Amount

3,396,880.00

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
	Total Amount: 0.00		Amount Open: 0.00				
	Total Quantity: 0.00		Quantity Open: 0.0000				
					Item Total	0.00	
4 - 1	Mental health service equivalent 17156-10031199-0044 Invoice Template: M06, M10, M11, M12		1.00	EA	481762.00	481762.00	07/27/2020
					Schedule Total	481,762.00	
Contract ID: 1000010833		Version: 1	Contract Line: 0		Release: 12	Category Line: 1	
	Total Amount: 0.00		Amount Open: 0.00				
	Total Quantity: 0.00		Quantity Open: 0.0000				
					Item Total	481,762.00	
					Total PO Amount	3,396,880.00	

Authorized Signature

If a Contract ID is identified in this Purchase Order, the terms and conditions of that Contract establish the obligations of Contractor and City regarding this purchase and supersede the terms and conditions set forth below.

A. Commercial Terms

- 1. Cash Discounts - Terms of Payment.** The discount period will start upon date of completion of delivery of all items on any Purchaser Order or other authorization certified by the City's Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check. No additional charge shall accrue against City in the event City does not make payment within any time specified by bidder.
- 2. Place of Manufacture.** No article furnished hereunder shall have been made in prison or by convict labor, except articles purchased for use by City's detention facilities.
- 3. Electrical Products.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.
- 4. Condition of Articles.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.
- 5. Inspection.** All articles supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Non-conforming or rejected goods may be subject to reasonable storage fees.
- 6. F.O.B. Point.** F.O.B destination in San Francisco, freight prepaid and allowed, unless otherwise specified.
- 7. Failure to Deliver.** If Contractor fails to deliver an article and/or service of the quality, in the manner or within the time called for by this contract, such article and/or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required; or, the City may terminate the contract for default; or, the City may return deliveries already made and receive a refund.
- 8. Material Safety Data Sheets.** Where required by law, contractor will include Material Safety Data Sheets (MSDSs) with delivery for applicable items. Failure to include the MSDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.
- 9. Taxes.** City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

B. General Contract Conditions

- 10. Budget and Fiscal Provisions.** This contract 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 section controls against any and all other provisions of this contract.
- 11. Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City's 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 Purchase Order in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Contractor and City having modified this Purchase Order as authorized by amendment and approved as required by law. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
- 12. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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
- 13. Hold Harmless and Indemnification.** Contractor shall indemnify and save 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. 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 articles or services to be supplied in the performance of this Agreement.
- 14. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. 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.
- 15. Termination and Termination for Convenience.** In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. 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. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City. Such non-recoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.
- 16. Nondisclosure of Private, Proprietary or Confidential Information.** 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

Authorized Signature

only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M. 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.

17. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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.

b. 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.

18. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

19. Nondiscrimination Requirements.

a. **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.

b. **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.

20. 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 accepting 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.

21. 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. Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

22. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

23. Alcohol and Drug-Free Workplace Policy. 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.

24. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. 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.

25. Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance under this Agreement, 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.

26. 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.

27. Minimum Compensation Ordinance ("MCO") -- Service Contracts only. 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.

28. Health Care Accountability Ordinance (HCAO) [Service contracts including agreements between a Tenant or Subtenant lasting 1 year or more only]. 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

29. First Source Hiring Program [if contract is greater than \$50,000 and if Contractor has an office in Alameda, San Francisco or San Mateo counties] 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.

30. 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.

31. Preservative-Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

32. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance

Authorized Signature

under this contract without prior written permission of Purchasing.

33. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. 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. This Agreement may be assigned only with the written approval of Purchasing by written instrument executed and approved in the same manner as this Agreement.

34. Proposal, Quotation and Attachments. This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.

35. Provisions Controlling. Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.

36. 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.

37. Slavery Era Disclosure. [This paragraph applies if this contract is for financial services, insurance, or textiles.] Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

38. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 10I, as part of its performance of this Agreement.

Authorized Signature

ADPICS/FAMIS - FY 2020-21 CITY/COUNTY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM		Original			DOCUMENT NUMBER <div style="border: 2px solid red; padding: 5px; font-size: 1.2em; font-weight: bold;">0000448440</div>		DEPARTMENT 82 Mental Health & Substance Abuse																																																																																																																															
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CONTRACTOR: Hyde Street Community Services ADDRESS: 815 Hyde Street, Suite 100 San Francisco, CA 94109			VENDOR NO: 62707/0000018587 FEIN/SSN No: 45-0493846 Phone #: 415-564-2607		DELIVER TO:		SEND INVOICES IN DUPLICATE (Inter-Office) PH&P Accounting Office 1380 Howard St., Rm. 447 San Francisco, CA 94103																																																																																																																															
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 COMP. GEN. LIABILITY **\$1,000,000** 7/1/2021 ☒ X
 AUTOMOBILE **\$1,000,000** 7/1/2021 ☒ X
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 FIDELITY BOND/ **750,000** 7/1/2021 ☒ X
 (= initial pyt amt)
 Professional **\$1,000,000** 7/1/2021 ☒ X

ATTACHMENTS - Please identify by title or description

SYSTEM USE

PREPARED BY (Print) Ada Ling Senior Administrative Analyst Phone # 255-3493 Fax # 252-3088 <small>(Signature) (Print Name)</small>		APPROVALS AP-Contracts: <i>[Signature]</i>		REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY		CONTROLLER	
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Line No.	Document Number		Amount	Index Code	Project		Grant		ADDENDUM ATTACHED
	Number	Suffix			Project	Project Detail	Grant	Grant Detail	
			1,457,559	00	251984-10000-10001792-0001	HMHMCC730515	CK 3/22/21		
			(2,500)	00	251984-10001-10034030-0001	HMHMRCGRANTS	11580	1-29-21	
			(240,881)	00	251984-17156-10031199-0029	HMHMPROP63	Fund 11630 <i>AB</i> 01/29/21		
			481,762	00	251984-17156-10031199-0044	MH MHSA (Adult)	Fund 11630 <i>AB</i> 01/29/21		
			1,695,940	00					

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2020** in San Francisco, California, by and between **Hyde Street Community Services, 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 contract term, increase the contract amount and update standard contractual clauses; and

WHEREAS, services in this Agreement were procured competitively as required by San Francisco Administrative Code Chapter 21.1 through multiple Request for Proposals ("RFP"), RFP 8-2017 issued on August 23, 2017 and RFP 11-2017 issued on June 12, 2017 in which City selected Contractor as the highest qualified scorer pursuant to the RFP, and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 40587-17/18 on July 15, 2019.

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number 562-20 on December 18, 2020.

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, (Contract ID# 1000010833) between Contractor and City.

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

ARTICLE 2 MODIFICATIONS TO THE AGREEMENT

The Agreement is hereby modified as follows:

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

1.10 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws

restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.2 Term of the Agreement. Article 2.1 of the Agreement currently 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 December 31, 2020, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

2.3 Payment. Article 3.3.1 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 Nine Million **Four Hundred Seventy Four Thousand Four Hundred Thirty Nine Dollars (\$9,474,439)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Seven Million Thirty Hundred Thousand Nine Hundred Ninety Seven Dollars (\$27,030,997)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

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, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

2.5 Contract Amendments; Budgeting Revisions. The following section is hereby added to the Agreement in Article 3.7 and reads as follows:

3.7 Contract Amendments; Budgeting Revisions.

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

3.7.2□ **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

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

2.6 Assignment. The following section is hereby added to the Agreement in Article 4, 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.

2.7 Insurance. The following section is hereby added to the Agreement in Article 5, replacing the previous Section 5.1 in its entirety:

5.1 Insurance

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

- (a) 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 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) ☐ Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
- (f) ☐ Reserved (Technology Errors and Omissions Coverage).
- (g) ☐ Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

5.1.4 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."

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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.

5.1.9 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.

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

2.8 Indemnification. The following section is hereby added to the Agreement in Article 5, replacing the previous Section 5.2.1 in its entirety:

5.2 Indemnification

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

2.9 Withholding. The following section is hereby added to the Agreement in Article 7:

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.

2.10 Termination and Default. The following section is hereby added to the Agreement in Article 8, replacing the previous Section 8.2 in its entirety:

8.2 Termination for Default; Remedies.

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy,

insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

2.11 Rights and Duties Upon Termination or Expiration. The following section is hereby added to the Agreement in Article 8, replacing the previous Section 8.4 in its entirety:

8.4 Rights and Duties upon Termination or Expiration.

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

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

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

2.12 Consideration of Salary History. The following section is hereby added to the Agreement in Article 10, 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.

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

10.7 Minimum Compensation Ordinance.

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

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

10.8 Health Care Accountability Ordinance.

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

2.15 Limitations on Contributions. The following section is hereby added to the Agreement in Article 10, 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.

2.16 Distribution of Beverages and Water. The following section is hereby added to the Agreement in Article 10, 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.

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

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

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

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal RFP 8-2017 issued on August 23, 2017 and RFP 11-2017 issued on June 12, 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. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

2.19 Notification of Legal Requests. The following section is hereby added to the Agreement in Article 11:

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.

2.20 Management of City Data and Confidential Information. The following section is hereby added to the Agreement in Article 13:

13.5 Management of City Data and Confidential Information

13.5.1 Access to City Data.

City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.5.2 Use of City Data and Confidential Information.

Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information 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 Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information 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 or Confidential Information 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 or Confidential Information 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.

13.5.3 Disposition of Confidential Information.

Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, 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.

The Appendices listed below are Amended as follows:

2.21 Appendices A, A-1 and A-2 dated 7/1/2020 (i.e. July 1, 2020) are hereby added for FY 2020-21.

2.22 Appendices B, B-1 and B-2 dated 7/1/2020 (i.e. July 1, 2020) are hereby added for FY 2020-21.

2.23 Appendix F: Invoices Templates corresponding with this FY 20-21 First Amendment are hereby added for Fiscal Year 2020-21.

ARTICLE 3 EFFECTIVE DATE

Each of the modifications set forth in Section 2 shall be effective on and after 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, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

DocuSigned by:
Greg Wagner
28527524752949F...

2/8/2021 | 11:08 AM PST

Grant Colfax, MD
Director of Health
Department of Public Health

Date

CONTRACTOR

Hyde Street Community Services, Inc

DocuSigned by:
Dr. Joanne Azulay 1/20/2021 | 12:58 PM PST
CB2DA7A83ED8463...

Dr. Joanne Azulay
Executive Director
815 Hyde Street, Suite 100
San Francisco, CA 94109

Supplier ID: 0000018587

Approved as to Form:

Dennis J. Herrera
City Attorney

DocuSigned by:
Louise Simpson
BD54168A4C3B452...

2/4/2021 | 11:44 AM PST

By: _____

Louise S. Simpson
Deputy City Attorney

Date

Approved:

DocuSigned by:
Sailaja Kurella
78EAE44AB01C4E0...

2/12/2021 | 2:21 PM PST

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

Date

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

2. Description of Services**3. Services Provided by Attorneys****1. Terms****A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to **Mojica, Richelle-Lynn**, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. ☐ Harm Reduction

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

S. ☐ Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Hyde Street Community Services, Inc.

Appendix A-2 Adult FSP

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

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
	Funding Source: Various

1. ☐ Identifiers:

Program Name: Hyde Street Community Services, Inc. (HSCS)

Program Address: 815 Hyde Street, Suite 100

City, State, ZIP: San Francisco, CA 94109

Telephone/FAX: 415-673-5700/ 415-292-7140

Website Address: hydestreetcs.org

Executive Director/Program Director: Dr. Joanne Azulay

Telephone: 415-673-5700 x221

Email Address: drazuay@hscssf.org

Program Code(s): 38BR3/ 38BRA3

2. ☐ Nature of Document:

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. ☐ Goal Statement:

The mission of Hyde Street Community Services, Inc. is to provide comprehensive behavioral health and rehabilitation services to residents of San Francisco who are in need these services to achieve and maintain the maximum quality of life and greatest degree of independence possible. These services will be sensitive to the cultural, racial, and sexual diversity of the populations served and responsive to community input, adapting to the changing needs of the community and consumers.

4. Target Population:

HSCS strives to serve all San Franciscans in need. Where a particular program is not the best fit, the clinical staff will make an appropriate referral, either internally or with our many co-service providers in San Francisco. The target population of the Tenderloin Clinic of HSCS provides a continuum of behavioral health services to an adult population primarily residing in the Central City of San Francisco, although it serves residents throughout the City. Individuals present with a wide array of situational, acute and chronic behavioral, emotional, cognitive and physical health issues. These are often complicated by social, economic, housing, and substance abuse problems.

HSCS is committed to providing culturally relevant services to the diverse ethnic and racial populations residing in San Francisco. The largest of these groups are African American, Arab speaking/ Muslim populations, Southeast Asian and, most recently, Latino. Presently the clinic provides city-wide services to the Arab-speaking population, utilizing Peer Counselors for translation and case management.

The Full-Service Partnership Program (FSP), an intensive case management team, will target adult residents of San Francisco who have been identified to address their multiple and complex issues that require more intensive and frequent service than can be addressed in standard outpatient programs. Often these individuals are high users of acute services and have difficulty linking to traditional services. Complicating issues include: 1) homelessness or risk of homelessness, 2) history of criminal justice involvement, 3) inability to maintain stable interpersonal relationships or employment due to emotional dysregulation and poor impulse control, 4) self-destructive behaviors including suicidal impulses or

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
	Funding Source: Various

- behaviors likely to result in harm, 5) history of physical, cognitive and/or emotional trauma, and 6) lack entitlements or stable income.

4. □ Methodology:

A. Outreach, recruitment, promotion, and advertisement

HSCS is an equal opportunity employer and makes every effort to attract qualified staff and interns who are bi-cultural and/ or bi-lingual. Hiring and promotion are conducted in accordance with the policies established in the union contract with SEIU, Local 1021.

B. Admission, enrollment and/or intake criteria and process where applicable

Hyde Street Community Services will participate in the CBHS Advanced Access initiative, including timely measurement of data at the site and reporting of data to CBHS as required, which may be changed from time to time with prior notice from CBHS.

HSCS will provide services those individuals who are eligible for System of Care services, following the admission criteria specified by CBHS guidelines. HSCS will accept referrals authorized by Central Access, inpatient units, and other CBHS programs that meet medical necessity and authorization criteria. In addition, individuals residing in the community, who drop in, will be assessed for admission according to the same criteria.

The HSCS guidelines regarding assessment and treatment of indigent clients and will participate in the CMHS Advanced Access initiative and is committed to providing an initial assessment and medication evaluation, as needed, within 24 to 48 hours of request.

The FSP Team of Hyde Street accepts referrals that are approved for Intensive Case management services. Cases are assigned to team members to contact the referring source and begin the linkage process as soon as possible depending on the length of the wait list and caseload.

C. Service delivery model

Hyde Street Outpatient (the Tenderloin Clinic) provides comprehensive Outpatient Behavioral Health services to an adult population of San Francisco residents. These services include:

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.

Medication Support Services.

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
	Funding Source: Various

□

medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

A Unit of Service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.

Mental Health Services.

“Mental Health Services” are those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Assessment.

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of psychological and cognitive testing procedures.

A Unit of Service is one minute of time providing a face-to-face clinical assessment, interpretation, and report writing of an individual directly, or indirectly in consultation with another provider.

Collateral.

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

A Unit of Service is one minute of contact with an individual, outside of the agency, who is engaged with the client’s care.

Therapy.

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

A Unit of Service is one minute of contact with an individual (or a group) addressing management of symptoms and behaviors.

Targeted Case Management.

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

A Unit of Service is one minute of contact with a client or on behalf of a client to stabilize

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
	Funding Source: Various

□

functioning in the community.

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.

Medication Support Services.

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

A Unit of Service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.

Mental Health Services.

“Mental Health Services” are those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral and occur both in person and remotely via telehealth services.

Assessment.

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of psychological and cognitive testing procedures.

A Unit of Service is one minute of time providing a face-to-face clinical assessment of an individual directly, or indirectly in consultation with another provider.

Collateral.

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

A Unit of Service is one minute of contact with an individual, outside of the agency, who is engaged with the client’s care.

Therapy.

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
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□

which the beneficiary is present.

A Unit of Service is one minute of contact with an individual (or a group) addressing management of symptoms and behaviors.

Targeted Case Management.

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

A Unit of Service is one minute of contact with a client or on behalf of a client to stabilize functioning in the community.

D. Discharge Planning and exit criteria and process

Clients of the Outpatient clinic are discharged when it is deemed they no longer require services, when they, themselves, request discharge or they have dropped out of services for a period of 120 days without contact.

The length of stay of clients falls into three groups: those that have received less than 6 months, those that have remained in treatment for from 2 to 4 years and those that continue to receive services for longer than 5 years. The last group are generally receiving medication management and group therapy. Clients are often discharged to self, primary care or a non-specialty mental health service.

Clients of the FSP are discharged according to the new criteria identifying those that no longer require intensive services. These clients are discharged to outpatient clinics in a “step-down” transition process or to other social, residential or medical services.

E. Program staffing

The staff of Hyde Street is multidisciplinary and consists of 27 employees on 5 teams:

Administrative Team: Executive Director, Executive Assistant and support staff

Therapy Team: Clinical Director, Director of Training, Supervising clinicians, licensed and waiver therapists with several bilingual staff therapists.

Medication Team: Medical Director, Staff Psychiatrist, Nurse Practitioners and Psych Tech

FSP Team: Four Therapist/ Case Managers

Socialization Team: Program Coordinator and 4 peer counselors including vocational specialist and Arabic -speaking counselors.

5. □ Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objective FY 2020-2021.

6. □ Continuous Quality Improvement:

A. Achievement of contract performance objectives

The Executive Director maintains a database of all open cases to insure:

1. □ Completion of a Risk Assessment upon opening.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
	Funding Source: Various

- ☐
2. ☐ Completion of a Data Base Assessment within 60 days of opening
 3. ☐ Completion of an Initial POC and CSA within 60 days of opening or before the first planned service.
 4. ☐ Completion of annual documents: POC, CSA, Consent of Treatment, Consent for medications, HIPAA, Acknowledgement of Receipt of Materials in a timely manner.
 5. ☐ Staff Productivity

The PURQC committee is composed of the Executive Director, the Clinical Director, the Medical Director and the Director of Training. The Executive Director reviews all POC's and CSA's and presents for discussion cases that exceed 15 hours of requested services. The Executive Assistant maintains a record of all requests for information regarding SSI applications as an indicator of assistance in obtaining SSI linked Med-iCal. The Executive Assistant oversees the opening and updating of cases insuring that information regarding Primary Care, Financial Status, housing information and tobacco use are entered into Avatar. The Medical Director monitors the completion of Metabolic Monitoring and vital signs for all clients prescribed medications. The Director of Training oversees adherence to all required trainings by BHS, schedules the weekly in-service training and supervision of interns. The trainings are planned to address current trends in treatment, enhancing cultural sensitivity, community resources, and professional growth.

B. Documentation quality

Initially, all charts submitted for annual CSA will be reviewed by the Executive Assistant for completeness using the PURQC Checklist Review of Documents". Using Avatar, the Quality Assurance Committee which includes line staff as well as the Executive Director and the Clinical Director will review all charts submitted requesting more than 15 hours for completeness according to the "PURQC Documentation Compliance" which will be reinstated once the COVID-19 criteria are no longer in place. Medical Director will review for compliance with annual reassessment for medications, metabolic monitoring and Informed Consent for medications. Supervisory staff may also randomly monitor documentation when responding to error or duplicate billing reports. Intern supervisors, when co-signing all documents, will monitor and provide feedback to students on a regular basis.

Twice a year, one chart from each clinician or intern, will receive a full chart audit. This review will include monitoring for compliance assessments, Treatment Plans of Care, progress notes and completion of required local, state and federal documents with client signatures. Feedback will be given to each clinician and, corrections, if needed will be monitored.

C. Cultural Competency

Increasing and maintaining awareness of cultural issues and sensitivity to the impact on treatment, Hyde St. engages in the following activities:

1. ☐ HSCS will continue regular meetings of the Consumer Advisory Board who will advise the administration and recommend changes or enhancements of programming and services to better meet the needs of consumers.
2. ☐ Inclusion of "What are the cultural issues?" in each case presentation at the clinic.
3. ☐ Promotion of hiring culturally or linguistically diverse staff.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1and A-2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21
	Funding Source: Various

□

D. Client Satisfaction

Client satisfaction is monitored through feedback in the mandated Client Satisfaction Survey, through discussion in a group setting, and individually in response to client complaints and suggestions to staff.

E. Measurement, analysis and use of ANSA.

HSCS will use both ANSA data and internal, program specific data, to measure and analyze outcomes. All clients open for more than 60 days will have a Treatment Plan of Care and ANSA completed and annually from the date of opening. Reports generated by CBHS will be obtained and reviewed on a regular basis. Internally, information will be collected on referrals, show rates and the demographic and clinical profile of consumers. These materials will be reviewed and used to determine appropriate clinical interventions and programmatic changes.

7. □ Required Language: N/A

Appendix B
Calculation of Charges**1. Method of Payment**

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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."

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year.. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from t0he C.ITY.

2. Program Budgets and Final Invoice

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

Budget Summary
CRDC B-1 and B-2
Appendix B-1 Hyde Street Community Services, Inc.
Appendix B-2 Adult FSP

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 **Twenty Seven Million Two Hundred Sixty Seven Thousand Five Hundred Thirty Five Dollars (\$27,267,535)** for the period of **July 1, 2018 through June 30, 2026**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$2,449,354** 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, Description of Services, and an 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	\$3,316,974
July 1, 2019 through June 30, 2020	\$3,401,880
July 1, 2020 through June 30, 2021	\$3,401,880
July 1, 2021 through June 30, 2022	\$3,401,880
July 1, 2022 through June 30, 2023	\$3,401,880
July 1, 2023 through June 30, 2024	\$3,401,880
July 1, 2024 through June 30, 2025	\$3,401,880
July 1, 2025 through June 30, 2026	<u>\$3,401,880</u>
Sub. Total of July 1, 2018 through June 30, 2026	\$27,130,134
Contingency	\$2,449,354

Less:

July 1 – December, 2018 Encumbered by

previous contract # 1000007863	(1,623,972)	\$1,859,668.41
Unspend Amount from 2018-2019	(687,981)	\$688,824.6
Total of July 1, 2018 through June 30, 2026	\$27,267,535	\$27,030,997

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 01123			Appendix B, Page 1
Legal Entity Name/Contractor Name Hyde Street Community Services, Inc			2020-2021
Contract ID Number 1000010833		FN Date	#1, 11/4/2020
Appendix Number	B-1	B-2	
Provider Number	38BR	38BR	
Program Name	HYDE ST	ADULT FSP	
Program Code	38BR3	38BRA3	
Funding Term	07/01/20 - 06/30/21	07/01/20 - 06/30/21	
FUNDING USES			TOTAL
Salaries	1,425,242	594,594	\$ 2,019,836
Employee Benefits	323,299	134,877	\$ 458,176
Subtotal Salaries & Employee Benefits	1,748,541	729,471	\$ 2,478,012
Operating Expenses	407,131	68,666	\$ 475,797
Subtotal Direct Expenses	2,155,672	798,137	\$ 2,953,809
Indirect Expenses	323,351	119,720	\$ 443,071
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 2,479,023	\$ 917,857	\$ 3,396,880
		Employee Benefits Rate	22.7%
BHS MENTAL HEALTH FUNDING SOURCES			
MH Adult Fed SDMC FFP (50%)	982,468	273,274	\$ 1,255,742
MH Adult State 1991 MH Realignment	737,130	-	\$ 737,130
MH Adult County General Fund	701,401	162,821	\$ 864,222
MH Adult Medicare	58,024	-	\$ 58,024
MH MHSA (Adult) Match	-	273,274	\$ 273,274
MH MHSA (Adult)	-	208,488	\$ 208,488
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,479,023	\$ 917,857	\$ 3,396,880
TOTAL DPH FUNDING SOURCES	\$ 2,479,023	\$ 917,857	\$ 3,396,880
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,479,023	\$ 917,857	\$ 3,396,880
Prepared By Victor de la Rocha			12/21/2020

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

DHCS Legal Entity Number 01123

Provider Name Hyde Street Community Services, Inc

Provider Number 38BR

Contract ID Number 1000010833

Appendix Number

B-1

Page Number

2

Fiscal Year

2020-2021

Funding Notification Date

#1, 11/4/2020

Program Name		HYDE ST				
Program Code		38BR3	38BR3	38BR3	38BR3	
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/60-69	15/01-09	15/70-79	
Service Description		OP-MH Svcs	OP-Medication Support	OP-Case Mgt Brokerage	OP-Crisis Intervention	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	
FUNDING USES						TOTAL
Salaries		839,356	476,720	103,297	5,869	\$ 1,425,242
Employee Benefits		190,397	108,138	23,433	1,331	\$ 323,299
Sutotal Salaries & Benefits		1,029,753	584,858	126,730	7,200	\$ 1,748,541
Operating Expenses		239,770	136,178	29,508	1,675	\$ 407,131
Subtotal Direct Expenses		1,269,523	721,036	156,238	8,875	\$ 2,155,672
Indirect Expenses		190,428	108,155	23,436	1,332	\$ 323,351
Indirect %		15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES		\$ 1,459,951	\$ 829,191	\$ 179,674	\$ 10,207	\$ 2,479,023
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity				
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	578,597	328,618	71,208	4,045	\$ 982,468
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	434,112	246,558	53,425	3,035	\$ 737,130
MH Adult County General Fund	251984-10000-10001792-0001	413,070	234,607	50,836	2,888	\$ 701,401
MH Adult Medicare	251984-10000-10001792-0001	34,172	19,408	4,205	239	\$ 58,024
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,459,951	\$ 829,191	\$ 179,674	\$ 10,207	\$ 2,479,023
TOTAL DPH FUNDING SOURCES		\$ 1,459,951	\$ 829,191	\$ 179,674	\$ 10,207	\$ 2,479,023
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 1,459,951	\$ 829,191	\$ 179,674	\$ 10,207	\$ 2,479,023
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service		197,290	61,788	35,508	1,048	
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 7.40	\$ 13.42	\$ 5.06	\$ 9.74	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 7.40	\$ 13.42	\$ 5.06	\$ 9.74	
Published Rate (Medi-Cal Providers Only)		\$ 3.51	\$ 3.51	\$ 3.51	\$ 3.51	Total UDC
Unduplicated Clients (UDC)		600	600	600	600	600

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010833
 Program Name HYDE ST
 Program Code 38BR3

Appendix Number B-1
 Page Number 3
 Fiscal Year 2020-2021
 Funding Notification Date #1, 11/4/2020

	TOTAL		251984-10000- 10001792-0001	
Funding Term	07/01/20 - 06/30/21		07/01/20 - 06/30/21	
Position Title	FTE	Salaries	FTE	Salaries
Psychiatrist/Med. Director	0.86	\$ 213,995	0.86	213,995
Psychiatrist	0.86	\$ 192,671	0.86	192,671
LPT	0.53	\$ 33,845	0.53	33,845
Nurse Practitioner	0.86	\$ 123,834	0.86	123,834
Nurse Practitioner	0.86	\$ 78,677	0.86	78,677
Receptionist	0.86	\$ 42,482	0.86	42,482
Therapist	1.00	\$ 62,865	1.00	62,865
Therapist	1.00	\$ 62,921	1.00	62,921
Therapist	1.00	\$ 62,865	1.00	62,865
Therapist	1.00	\$ 62,865	1.00	62,865
Supervising Clinician	1.00	\$ 75,000	1.00	75,000
Clinic Director	0.86	\$ 90,873	0.86	90,873
Staff Psychologist	0.86	\$ 93,366	0.86	93,366
Executive Director	0.38	\$ 70,456	0.38	70,456
Director of Training	0.86	\$ 83,527	0.86	83,527
Supervising Clinician	1.00	\$ 75,000	1.00	75,000
Totals:	13.75	\$ 1,425,242	13.75	\$ 1,425,242
Employee Benefits:	22.68%	\$ 323,299	22.68%	323,299
TOTAL SALARIES & BENEFITS		\$ 1,748,541		\$ 1,748,541

Appendix B - DPH 4: Operating Expenses DetailContract ID Number 1000010833Appendix Number B-1Program Name HYDE STPage Number 4Program Code 38BR3Fiscal Year 2020-2021Funding Notification Date #1, 11/4/2020

Expense Categories & Line Items	TOTAL	251984-10000- 10001792-0001
Funding Term	07/01/20 - 06/30/21	07/01/20 - 06/30/21
Rent	\$ 322,599	322,599
Utilities (telephone, electricity, water, gas)	\$ 7,652	7,652
Building Repair/Maintenance	\$ 9,412	9,412
Occupancy Total:	\$ 339,663	\$ 339,663
Office Supplies	\$ 8,417	8,417
Photocopying	\$ 383	383
Postage	\$ 689	689
IT Supplies	\$ 3,826	3,826
Materials & Supplies Total:	\$ 13,315	\$ 13,315
Training/Staff Development	\$ 1,530	1,530
Insurance	\$ 25,252	25,252
Professional Services (Shredding/Recycling Services)	\$ 9,183	9,183
Permits	\$ -	
Equipment Lease & Maintenance	\$ 15,305	15,305
General Operating Total:	\$ 51,270	\$ 51,270
Local Travel	\$ 383	383
Staff Travel Total:	\$ 383	\$ 383
Other (provide detail):		
Client Related Expenses - include client food, client activities, client supplies, client travel , & rental subsidies	\$ 2,500	2,500
Other Total:	\$ 2,500	\$ 2,500
TOTAL OPERATING EXPENSE	\$ 407,131	\$ 407,131

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

DHCS Legal Entity Number 01123							Appendix Number		B-2		
Provider Name Hyde Street Community Services, Inc							Page Number		5		
Provider Number 38BR							Fiscal Year		2020-2021		
Contract ID Number 1000010833							Funding Notification Date #1, 11/4/2020				
Program Name		ADULT FSP									
Program Code		38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3		
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/60-69	15/01-09	15/70-79	60/70	60/72	60/78	60/78		
Service Description		OP-MH Svcs	OP-Medication Support	OP-Case Mgt Brokerage	OP-Crisis Intervention	SS-Client Hsng Support Exp	SS-Client Flexible Support Exp	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21		
FUNDING USES										TOTAL	
Salaries		235,327	45,667	157,194	3,152	-	-	80,251	73,004	\$ 594,594	
Employee Benefits		53,412	10,352	35,634	715	-	-	18,204	16,560	\$ 134,877	
Subtotal Salaries & Benefits		288,739	56,019	192,828	3,867	-	-	98,455	89,564	\$ 729,472	
Operating Expenses		35,413	6,889	23,714	476	435	1,739	-	-	\$ 68,666	
Subtotal Direct Expenses		324,152	62,908	216,542	4,343	435	1,739	98,455	89,564	\$ 798,138	
Indirect Expenses		48,624	9,436	32,481	651	65	261	14,766	13,435	\$ 119,720	
Indirect %		15%	15%	15%	15%	15%	15%	15%	15%	15%	
TOTAL FUNDING USES		\$ 372,776	\$ 72,344	\$ 249,023	\$ 4,994	\$ 500	\$ 2,000	\$ 113,221	\$ 102,999	\$ 917,857	
BHS MENTAL HEALTH FUNDING		Dept-Auth-Proj-Activity									
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	175,841	21,598	74,344	1,491	-	-	-	-	\$ 273,274	
MH Adult County General Fund	251984-10000-10001792-0001	66,413	12,868	44,296	788	-	-	-	38,456	\$ 162,821	
MH MHSA (Adult) Match	251984-17156-10031199-0044	111,298	21,598	74,344	1,491	-	-	64,543	-	\$ 273,274	
MH MHSA (Adult)	251984-17156-10031199-0044	19,224	16,280	56,039	1,224	500	2,000	48,678	64,543	\$ 208,488	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 372,776	\$ 72,344	\$ 249,023	\$ 4,994	\$ 500	\$ 2,000	\$ 113,221	\$ 102,999	\$ 917,857	
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity									
TOTAL DPH FUNDING SOURCES		\$ 372,776	\$ 72,344	\$ 249,023	\$ 4,994	\$ 500	\$ 2,000	\$ 113,221	\$ 102,999	\$ 917,857	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 372,776	\$ 72,344	\$ 249,023	\$ 4,994	\$ 500	\$ 2,000	\$ 113,221	\$ 102,999	\$ 917,857	
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service		50,379	5,391	49,214	513	6	40	3236	2944		
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute	Client Day,	Client Day,	Client Day,	Client Day,		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 7.40	\$ 13.42	\$ 5.06	\$ 9.73	\$ 83.33	\$ 50.00	\$ 34.99	\$ 34.99		
er Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 7.40	\$ 13.42	\$ 5.06	\$ 9.73	\$ 83.33	\$ 50.00	\$ 34.99	\$ 34.99		
Published Rate (Medi-Cal Providers Only)		\$ 3.51	\$ 3.51	\$ 3.51	\$ 3.51	N/A	N/A	N/A	N/A	Total UDC	
Unduplicated Clients (UDC)		50	50	50	50	3	20	50	50	50	

Appendix B - DPH 3: Salaries & Employee Benefits DetailContract ID Number 1000010833Program Name ADULT FSPProgram Code 38BRA3Appendix Number B-2Page Number 6Fiscal Year 2020-2021Funding Notification Date #1, 11/4/2020

			FFS				C/R			
	TOTAL		251984-10000-10001792-0001		251984-17156-10031199-0044		251984-10000-10001792-0001		251984-17156-10031199-0044	
Funding Term	07/01/20 - 06/30/21		07/01/20 - 06/30/21		07/01/20 - 06/30/21		07/01/20 - 06/30/21		07/01/20 - 06/30/21	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Psychiatrist/Med. Director	0.15	\$ 33,903	0.07	16,108	0.08	17,795				
Psychiatrist	0.15	\$ 29,704	0.07	14,113	0.08	15,591				
LPT	0.09	\$ 5,740	0.04	2,727	0.05	3,013				
Nurse Practitioner	0.15	\$ 21,001	0.07	9,978	0.08	11,023				
Nurse Practitioner	0.15	\$ 19,061	0.07	9,056	0.08	10,005				
Receptionist	0.15	\$ 7,205	0.07	3,423	0.08	3,782				
FSP Therapist	1.00	\$ 77,625	0.48	36,881	0.52	40,744				
FSP Therapist	1.00	\$ 62,865	0.48	29,869	0.52	32,996				
FSP Therapist	1.00	\$ 64,011	0.48	30,413	0.52	33,598				
FSP Therapist	1.00	\$ 62,865	0.48	29,869	0.52	32,996				
Peer Counselor	0.63	\$ 29,539					0.33	15,504	0.30	14,035
Peer Counselor	0.63	\$ 29,539					0.33	15,504	0.30	14,035
Peer Counselor	0.50	\$ 23,627					0.26	12,401	0.24	11,226
Clinic Director	0.15	\$ 15,411	0.07	7,322	0.08	8,089				
Staff Psychologist	0.15	\$ 15,834	0.07	7,523	0.08	8,311				
Executive Director	0.06	\$ 11,949	0.03	5,677	0.03	6,272				
Program Coordinator	1.00	\$ 70,550					0.42	29,595	0.58	40,955
Director of Training	0.15	\$ 14,165	0.07	6,730	0.08	7,435				
Totals:	8.11	\$ 594,594	2.55	\$ 209,689	2.80	\$ 231,650	1.34	\$ 73,004	1.42	\$ 80,251
Employee Benefits:	22.68%	\$ 134,877	22.68%	47,565	22.68%	52,547	22.68%	16,560	22.68%	18,204
TOTAL SALARIES & BENEFITS		\$ 729,471		\$ 257,254		\$ 284,197		\$ 89,564		\$ 98,455

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010833
 Program Name ADULT FSP
 Program Code 38BRA3

Appendix Number
 Page Number
 Fiscal Year
 Funding Notification Date

B-2
7
2020-2021
#1, 11/4/2020

Expense Categories & Line Items	TOTAL	FFS		C/R
		251984-10000-10001792-0001	251984-17156-10031199-0044	251984-17156-10031199-0044
Funding Term	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21
Rent	\$ 52,250	25,152	27,098	
Utilities (telephone, electricity, water, gas)	\$ 1,296	616	680	
Building Repair/Maintenance	\$ 1,594	757	837	
Occupancy Total:	\$ 55,140	\$ 26,525	\$ 28,615	\$ -
Office Supplies	\$ 1,425	677	748	
Photocopying	\$ 65	31	34	
Postage	\$ 117	56	61	
Computer Hardware/Software	\$ 648	308	340	
Materials & Supplies Total:	\$ 2,255	\$ 1,072	\$ 1,183	\$ -
Training/Staff Development	\$ 259	123	136	
Insurance	\$ 4,276	2,032	2,244	
Professional Services (Shredding/Recycling Services)	\$ 1,905	905	1,000	
Equipment Lease & Maintenance	\$ 2,592	1,232	1,360	
General Operating Total:	\$ 9,032	\$ 4,292	\$ 4,740	\$ -
Local Travel	\$ 65	31	34	
Staff Travel Total:	\$ 65	\$ 31	\$ 34	\$ -
Other (provide detail):				
Client Related Expenses - include client food, client activities, client supplies, client travel , & rental subsidies	\$ 2,174	-	-	2,174
Other Total:	\$ 2,174	\$ -	\$ -	\$ 2,174

TOTAL OPERATING EXPENSE	\$ 68,666	\$ 31,920	\$ 34,572	\$ 2,174
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Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	<u>Hyde Street Community Services, Inc</u>	Page Number	<u>8</u>
Contract ID Number	<u>1000010833</u>	Fiscal Year	<u>2020-2021</u>
		Funding Notification Date	<u>#1, 11/4/2020</u>

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.56	104,596
Administrative Director	1.00	74,520
Controller	1.00	98,326
Subtotal:	2.56	\$ 277,442
Employee Benefits:	22.2%	61,545
Total Salaries and Employee Benefits:		\$ 338,987

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Rent	44,183
Utilities (telephone, electricity, water, gas)	1,063
Building Repair/Maintenance	1,308
Office/Janitorial Supplies	1,169
Photocopying	53
Postage	96
Training/Staff Development	213
Insurance	3,508
Equipment Lease & Maintenance	2,126
Local Travel	53
Professional Services	1,563
IT Supplies	532
Legal and Accounting	18,497
Other Processing Fees	1,520
Payroll Processing	24,000
Bank Charges (account maintenance fees)	4,200
Total Operating Costs	\$ 104,084

Total Indirect Costs	\$ 443,071
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Total Indirect from DPH 1: \$ 443,071

Appendix F
Hyde Street Community Services, Inc., ID#1000010833
7/1/20

Appendix F

Invoice

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

Appendix F
PAGE A

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607
Fax No.: (415)

Funding Term : 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

Contract ID#
1000010833

BHS

INVOICE NUMBER :	M03 JL 20
Ct. Blanket No.: BPHM	N/A
Ct. PO No.: POHM	SFGOV-0000448440
Fund Source:	MH Adult Fed/ State 1991/ County Adult/ Medicare
Invoice Period :	July 2020
Final Invoice:	(Check if Yes)

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES		Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)				UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Hyde St. PC# - 38BR3 - 251984-10000-10001792-0001													
15/ 10 - 57, 59 OP - MH Svcs		197,290				\$ 7.40	\$ -	0.00		0.00%		197,290.00	
15/ 60 - 69 OP - Medication Support		62,788				\$ 13.42	\$ -	0.00		0.00%		62,788.00	
15/ 01 - 09 OP - Case Mgt Brokerage		35,508				\$ 5.06	\$ -	0.00		0.00%		35,508.00	
15/ 70 - 79 OP - Crisis Intervention-OP		1,048				\$ 9.74	\$ -	0.00		0.00%		1,048.00	
TOTAL		296,634		0.00				0.00		0.00%		296,634.00	
		Budget Amount		\$ 2,479,023.00				Expenses To Date -		% of Budget 0.00%		Remaining Balance \$ 2,479,023.00	
SUBTOTAL AMOUNT DUE Less: Initial Payment Recovery (For DPH Use) Other Adjustments NET REIMBURSEMENT						\$ -	NOTES:						
						\$ -							

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

Signature: _____ Date: _____
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 _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000010833

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services



INVOICE NUMBER:	M04 JL 20
Ct. Blanket No.: BPHM	N/A
	User Cd
Ct. PO No.: POHM	SFGOV-0000448440
Fund Source:	MH (Adult) Cnty GF/ MH MHSA (Adult)
Invoice Period:	July 2020
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - 251984-17156-10031199-0044												
60/ 78 SS-Other Non-MediCal	2,944	50			-	-	0%	0%	2,944	50	100%	100%
Client Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 73,004.00	\$ -	\$ -	0.00%	\$ 73,004.00
Fringe Benefits	\$ 16,560.00	\$ -	\$ -	0.00%	\$ 16,560.00
Total Personnel Expenses	\$ 89,564.00	\$ -	\$ -	0.00%	\$ 89,564.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 89,564.00	\$ -	\$ -	0.00%	\$ 89,564.00
Indirect Expenses	\$ 13,435.00	\$ -	\$ -	0.00%	\$ 13,435.00
TOTAL EXPENSES	\$ 102,999.00	\$ -	\$ -	0.00%	\$ 102,999.00
Less: Initial Payment Recovery			NOTES:		
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -	MH Adult Cnty GF 251984-10000-10001792-0001 - \$38,456.00 MH MHSA (Adult) - 251984-17156-10031199-0044 - \$64,543.00		

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: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____

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

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

Appendix F
PAGE A

Contract ID#
1000010833

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M10 JL 20

Ct. Blanket No.: BPHM N/A

Ct. PO No.: POHM SFGOV-0000448440

Fund Source: MH MHA (Adult) Match/ MH MHA (Adult)

Invoice Period: July 2020

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - 251984-17156-10031199-0044												
60/ 78 SS-Other Non-MediCal	3,236	50			-	-	0%	0%	3,236	50	100%	100%
Client Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 80,251.00	\$ -	\$ -	0.00%	\$ 80,251.00
Fringe Benefits	\$ 18,204.00	\$ -	\$ -	0.00%	\$ 18,204.00
Total Personnel Expenses	\$ 98,455.00	\$ -	\$ -	0.00%	\$ 98,455.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 98,455.00	\$ -	\$ -	0.00%	\$ 98,455.00
Indirect Expenses	\$ 14,766.00	\$ -	\$ -	0.00%	\$ 14,766.00
TOTAL EXPENSES	\$ 113,221.00	\$ -	\$ -	0.00%	\$ 113,221.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#
1000010833

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Community Behavioral Health Services

BHS

INVOICE NUMBER:	M11 JL 20
Ct. Blanket No.: BPHM	N/A
Ct. PO No.: POHM	SFGOV-0000448440
Fund Source:	MH MHSA (Adult)
Invoice Period:	July 2020
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - 251984-17156-10031199-0044												
60/ 72 SS-Client Flexible	40	20			-	-	0%	0%	40	20	100%	100%
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Expenses	\$ 1,739.00	\$ -	\$ -	0.00%	\$ 1,739.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,739.00	\$ -	\$ -	0.00%	\$ 1,739.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,739.00	\$ -	\$ -	0.00%	\$ 1,739.00
Indirect Expenses	\$ 261.00	\$ -	\$ -		\$ 261.00
TOTAL EXPENSES	\$ 2,000.00	\$ -	\$ -	0.00%	\$ 2,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#

1000010833

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M12 JL 20

Ct. Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM SFGOV-0000448440

Fund Source: MH MHSA (Adult)

Invoice Period: July 2020

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Adult FSP PC# - 38BRA3 - 251984-17156-10031199-0044												
60/ 70 SS-Client Hsng	6	3			-	-	0%	0%	6	3	100%	100%
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Material and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Expenses	\$ 435.00	\$ -	\$ -	0.00%	\$ 435.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 435.00	\$ -	\$ -	0.00%	\$ 435.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 435.00	\$ -	\$ -	0.00%	\$ 435.00
Indirect Expenses	\$ 65.00	\$ -	\$ -	0.00%	\$ 65.00
TOTAL EXPENSES	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2020

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

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

PRODUCER ABD Insurance & Financial Services 3 Waters Park Drive Suite 100 San Mateo CA 94403	CONTACT NAME: Kimber Gasca PHONE (A/C, No, Ext): (650) 437-0593 FAX (A/C, No): (650) 437-0593 E-MAIL ADDRESS: Kimber.Gasca@theadteam.com
INSURED Hyde Street Community Services USA, Inc. DBA: The Tenderloin Clinic 815 Hyde Street, Suite 100 San Francisco CA 94109	INSURER(S) AFFORDING COVERAGE INSURER A: VantaPro Specialty Insurance Co INSURER B: Allied World Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL207144404

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		5088090701	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5091020701	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5090023101	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse and Molestation			5088090701	07/02/2020	07/01/2021	PL Aggregate Limit \$3,000,000 Abuse Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of San Francisco, its Officers, Agents and Employees are Additional Insureds on General Liability and Automobile Liability as per contract or agreement on file with the Insured, endorsement attached. This Insurance is primary and non-contributory. Waiver of Subrogation is added to Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco Department of Public Health Its Officers, Agents, Employee 1380 Howard Street, Room 419b San Francisco CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No. Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Employers Preferred Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1628455**REVISION NUMBER:**

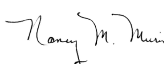
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	EIG293686300	02/12/2020	02/12/2021 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco Department of Public Health 1380 Howard St Room 419B San Francisco CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2020

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

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PRODUCER ABD Insurance & Financial Services 3 Waters Park Drive Suite 100 San Mateo CA 94403		CONTACT NAME: Kimber Gasca PHONE (A/C, No, Ext): (650) 437-0593 FAX (A/C, No): (650) 437-0593 E-MAIL ADDRESS: Kimber.Gasca@theabdteam.com	
INSURED Hyde Street Community Services USA, Inc. DBA: The Tenderloin Clinic 815 Hyde Street, Suite 100 San Francisco CA 94109		INSURER(S) AFFORDING COVERAGE INSURER A: VantaPro Specialty Insurance Co INSURER B: Allied World Insurance Co INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL207144404

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		5088090701	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/CF AGG \$ 3,000,000 Abuse/Molestation \$ \$3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N <input type="checkbox"/> N/A
C	Cyber and Privacy Breach Including Management Liability			5088090701	07/02/2020	07/01/2021	Aggregate Limit \$2,000,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of San Francisco, its Officers, Agents and Employees are Additional Insureds on General Liability and Automobile Liability as per contract or agreement on file with the insured, endorsement attached. This insurance is primary and non-contributory. Waiver of Subrogation is added to Workers' Compensation.

CERTIFICATE HOLDER

City and County of San Francisco Department of Public Health
Its Officers, Agents, Employee
1380 Howard Street, Room 419b
San Francisco CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

☐ [Redacted] d [Redacted]
[Redacted] r [Redacted] d [Redacted]

R [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or
rented to you.

However:

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

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

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

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

whichever is less.

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

ADDITIONAL INSURED ENDORSEMENT

SCHEDULE

Name Of Person Or Organization:
<div style="border: 1px solid black; height: 80px; padding: 5px;">R</div>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form. The inclusion of additional interest or interests will not operate to increase the limit of our liability.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

CITY AND COUNTY OF SAN
FRANCISCO DEPARTMENT OF PUBLIC
1380 HOWARD ST ROOM 419B
SAN FRANCISCO CA 94103

Job Description

PROVIDE MENTAL HEALTH SERVICES

The charge for this endorsement is \$ 250

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 02/12/2020 at 12:01 AM standard time, forms a part of


Policy No. EIG 2936863 00 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to HYDE STREET COMMUNITY SERVICES

Endorsement No.

Premium \$8,681

Countersigned at _____ on _____ By:  _____

Authorized Representative

WC 04 03 06

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

CITY AND COUNTY OF SAN
FRANCISCO DEPARTMENT OF PUBLIC
1380 HOWARD ST ROOM 419B
SAN FRANCISCO CA 94103

Job Description

PROVIDE MENTAL HEALTH SERVICES

The charge for this endorsement is \$ 250

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(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 02/12/2021 at 12:01 AM standard time, forms a part of


Policy No. EIG 2936863 01 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to HYDE STREET COMMUNITY SERVICES

Endorsement No.

Premium

Countersigned at _____ on _____ By:  _____

Authorized Representative

WC 04 03 06

(Ed. 4-84)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2021

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

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Hyde Street Community Services Ste 100 815 Hyde St San Francisco CA 94109		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Preferred Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10346	

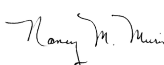
COVERAGES**CERTIFICATE NUMBER:** 1889466**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	EIG293686301	02/12/2021	02/12/2022 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Fransico Department of Public Health 1380 Howard St Room 419B San Francisco CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RFP 11-2017

INTENSIVE CASE MANAGEMENT MODALITY SERVICES
Full Services Partnerships (FSP) and Non-Full Service Partnerships (Non-FSP)
Programs

REQUEST FOR PROPOSALS

DEPARTMENT OF PUBLIC HEALTH

Behavioral Health Services (BHS)

Adult/Older Adult System of Care



Request for Proposals (RFP) 11- 2017

DEPARTMENT OF PUBLIC HEALTH
OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE
1380 HOWARD STREET, SUITE 421
SAN FRANCISCO, CA 94103

CONTACT
MAHLET GIRMA
CONTRACT ANALYST
(415) 255-3504
sfdphcontractsoffice@sfdph.org

Date Issued:	June 12, 2017
Email Questions Period:	June 12, 2017 – June 26, 2017
Pre-Proposal Conference:	July 6, 2017
Letter of Intent Due:	12:00 p.m., July 13, 2017
Proposals Due:	12:00 p.m., July 26, 2017

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APPENDICES

The following appendices (A-1, A-2, A-3) are available in three separate folders in the zip file attachment available for download at: the Department of Public Health RFP/Q Center located at <http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>. Click on **RFP 11- 2017** and follow the instructions.

A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR PROPOSALS TO BE CONSIDERED.

Zip archive name: **A1.zip**

- [Appendix A1-a – Agency Cover Sheet](#) (please use this form only as your cover)
- [Appendix A1-a – RFP Form 1 Solicitation & Offer & RFP Form 2 Contractual Record Form and CMD Attachment 2](#) this contains the required CMD forms (Form 3)
- [Appendix A1-b – Budget Forms & Instructions](#) (please use this form)
- [Appendix A1-c – Letter of Intent](#) (please use this form to submit your Letter of Intent)

A-2. Forms the qualified firm must submit within 5 working days after the notification of an award.

Zip archive name: **A2.zip**

If the qualified firm is a current vendor with the City you may not need to submit these forms.

- [MCO Dec.pdf](#) - Declaration for the Minimum Compensation Ordinance
- [HCAO Dec.pdf](#) - Declaration for the Health Care Accountability Ordinance
- [Vendor Profile.pdf](#) - Vendor Profile Application
- [Biztax.pdf](#) - Business Tax Application Form (P-25)
- [Fw9.pdf](#) - Federal W-9
- [Employer Projection of Entry Level Positions rev7-11.doc](#) - First Source Hiring Program
- [12b101.pdf](#) How to do business with the City <http://sfgov.org/oca/qualify-do-business>

A-3. For Information Only

Zip archive name: **A3.zip**

- [Standard Professional Services.pdf](#) – The City Standard Professional Services Agreement (P-600)
- [Insurance Requirements.pdf](#) - Department of Public Health Insurance Requirements
- [Insurance Sample.pdf](#) -Sample Insurance certificate and Endorsement
- [HIPAA for Business Associates Exhibit.pdf](#) - Standard DPH HIPAA Business Associates Exhibit
- [Quickref.pdf](#) Also visit: <http://sfgsa.org/index.aspx?page=6125>
Quick Reference Guide to Chapter 12B

I. INTRODUCTION, CONTRACT TERM, FUNDING & SCHEDULE

A. General Overview

BHS funding is available to be contracted out for the provision of **Mental Health Intensive Case Management (ICM) Modality Services** described below, starting Fiscal Year 2017-18. The ICM Modality Services comprise of Full Service Partnership (FSP) and Non-Full Service Partnership (Non-FSP) programs.

This is a Request for Proposals (RFP) to provide ICM modality services. These services are described in the Scope of Work section of this document. This RFP is seeking qualified providers of *ICM* mental health outpatient services. *ICM* mental health services are differentiated from *regular outpatient mental health* services which are being solicited in a separate RFP.

The Mental Health (MH) Adult/Older Adult (A/OA) System Of Care (SOC) funds mental health ICM, regular outpatient, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee, vocational rehabilitation, drop-in wellness-recovery centers and income assistance advocacy) to residents of the city and county of San Francisco who have serious mental illness and resulting significant functional impairments. About 21,000 unduplicated individuals are served annually by the Behavioral Health Services (BHS) MHA/OA SOC, ages 18 and over, for serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, including with co-occurring substance use disorders, and significant primary care, functional impairment and quality of life issues. Separate RFPs are being issued to solicit providers for the other service modalities (crisis, intensive case management, residential treatment, supportive housing and other adjunct services) within the BHS Adult/Older-Adult Systems-of-Care.

(Note: BHS funding for behavioral health programs that are *dedicated to specifically serving only transitional-youth-aged clients* are being solicited in a *separate RFP* solicitation. However, all BHS services being solicited *in this RFP* are *also* meant to be able to serve transition-age youth clients ages 18-24, as part of serving all adult clients over 18.)

Services provided under the BHS A/OA SOC are funded via a combination of Medi-Cal, county general fund, state realignment, Mental Health Services Act (MHSA), Medicare, grants and other revenues dedicated to mental health. Clients eligible to be served are those who meet Medi-Cal medical necessity criteria for specialty mental health services, which requires the client to have an *included* mental health disorder diagnosis and significant functional impairment resulting from that diagnosis. BHS has a single standard of care, providing equivalent care to individuals without private health insurance coverage, including indigent or undocumented individuals.

The specific ICM modality services, for which this RFP is seeking providers, are described further below in the *Scope of Work* section of this document (*Section II*).

ICM FSP programs carry some unique program attributes, such as in data collection and a richer array of wrap around services (including housing and flexible funds for various community services), that are not present in the non-FSP ICMs. *Please refer to Section II. Subsection D. of this document for descriptions of these attributes.*

ICM Overarching Principles

All services funded and provided by BHS A/OA SOC, including the ICM services being solicited under this RFP, are guided by the following overarching principles:

- ☐ **Wellness & Recovery**

BHS subscribes to a Wellness & Recovery approach to providing mental health services, and to working in partnership with clients to attain treatment plan objectives. Services assist clients in overcoming impairments resulting from their mental health diagnosis, and in order for them to achieve life goals. Belief is cultivated in clients' ability to recover from their mental illness and succeed in their endeavors. Providers become involved in a partnership with clients to identify and harness clients' strengths toward desired outcomes.

Clients are not identified by their diagnosis and resulting impairments, but by their individual strengths and aspirations. Services should promote recovery and resiliency by allowing clients and consumers to participate in defining their own goals so they can live fulfilling and productive lives. BHS encourages confidence in clients' success.

Clients are also valued by BHS in their ability to help fellow clients. Roles for peers to provide assistance to other peers are incorporated into program design and service delivery, including employing clients in the paraprofessional role of peer counselor.

- ☐ **Client Satisfaction**

BHS A/OA SOC is committed to improving clients' experience-of-care, including quality and satisfaction. Services are client-centered, proceed from client choice and informed consent, and involve a partnership between the BHS provider and the client in the provision and receipt of mental health services to help the client achieve personal goals.

In compliance with federal managed care regulations that protect clients' rights – given the Medicaid Section 1915(b) Waiver which carved-out Medi-Cal specialty mental health benefits (and given BHS's single standard of care for all clients) – all BHS clients have the right to timely access to care, grievance and appeals process, choice of provider within the BHS provider network, second medical opinion, privacy of health information and access to their medical records, among other rights, as detailed by regulations. All BHS programs have to comply with these managed care regulations.

Services should engage clients, significant others and families in the provision of their care, as well as in all aspects of the mental health system, including planning, policy development, service delivery, and evaluation.

BHS providers must adhere to the BHS client satisfaction survey protocols, including conducting an annual or biannual client satisfaction survey. All client satisfaction survey methods and findings must be reported to program leadership on an annual basis, along with a summary of the client suggestions and how the program worked to implement the recommendations. Client satisfaction and feedback may also be collected and assessed via suggestion boxes, a client council, and program websites.

- ☐ **Staff and Provider Satisfaction**

BHS values its relationships with its network of providers, both contracted and civil-service-operated programs. Providers are considered important partners in delivering

quality services to clients. BHS promotes effective communication, problem-solving, involvement in decision-making, and support of staff and providers. BHS providers will be responsible for empowering staff and providing adequate support to deliver excellent care, adapt to new practices and approaches, and grow professionally. It will be important for providers to implement practices for effective communication among leadership and staff members to support staff satisfaction. Additional strategies for ensuring staff satisfaction may include, for example:

- ☐ Appropriate staffing levels at clinics
 - ☐ Initiate clinical supervision program
 - ☐ Adopt professional development initiatives
 - ☐ Enhance staff training and coaching; orient new hires to the values and priorities of services
 - ☐ Include staff feedback during design and implementation of new practices
- ☐ **Client-Outcomes Oriented**

BHS is committed to measurably improving clients' well-being, functioning and quality of life. BHS A/OA SOC utilizes the Adult Needs & Strengths Assessment, and other data sets derived from the Avatar electronic health record, to assess, plan and track for favorable client outcomes. Effectiveness is supported, not only at the client-level, but also at the clinician, program and system-of-care levels, through supervision, continuous quality improvement initiatives and employment of effective clinical practices.
- ☐ **Cultural and Linguistic Competence**

Services should reflect the values, customs, beliefs, and languages of the populations served and eliminate disparities in service access.
- ☐ **Trauma-Informed System of Care**

BHS subscribes to the principles of a trauma-informed system of care that starts with an understanding of trauma and stress and leads to compassionate interactions, dependable and trustworthy relationships, informed steps toward wellness, safety and stability, collaboration and empowerment, cultural humility and responsiveness, and resilience and recovery – for both clients and staff.
- ☐ **Integrated Care**

BHS recognizes the necessity of attending to clients' overall health, to include not just mental health, but physical health and co-occurring substance use disorder. Chronic mental health conditions have resulted in poorer health and shorter life expectancy for individuals with serious mental illness. Substance use disorder compounds mental health problems. Overall health functioning is impaired by mental disorders and is an important focus of mental health treatment and rehabilitation services. This includes connecting clients to primary care and substance abuse treatment services as necessary, and assisting clients toward overall wellness.
- ☐ **Access to Services**

In line with BHS' designation as the provider of specialty mental health services in San Francisco county to individuals and families on Medi-Cal, BHS promotes unhindered access to care to clients whose mental health condition and impairment meet medical

necessity criteria for services. Clients' right to receive care, and in a timely fashion, are protected by beneficiary grievance and appeals processes, and promoted by BHS policies, such as the advanced access policy that requires clients requesting appointments to be seen within 24-48 hours. The right to access care extends to poor, uninsured and undocumented individuals covered by the county's safety net of health services.

- ☐ **Priority to the Most Seriously Mentally Ill**

BHS' Medi-Cal specialty mental health services are designated for moderate to serious mental health conditions that meet medical necessity for services that cannot be provided by primary care providers. To the extent that resources are available, BHS prioritizes serving individuals and families with the most serious and chronic mental illnesses, who have experienced the most adverse impairments in functioning and reduction in quality of life, such as homelessness, incarceration and institutionalization, due to their mental illness.

- ☐ **Clinical Case Management**

BHS A/OA mental health services involve not just treating mental health symptoms but improving clients' quality of life and achievement of personal aspirations through overcoming barriers from serious mental illness. BHS services employ a whole person approach that address clients individual in their psychosocial environment – taking into account not only their psychiatric condition, but also the effects of this condition on their: ability to function in the community; housing situation; family life; social relations and environment; physical health; employment and/or education; income; socio-economic status; legal and criminal justice involvement; and their safety and potential for exploitation. Clinical case management includes not only assessment, therapy, rehabilitation, collateral contacts, and medication support services, but also intensive outreach and follow-up in the community, and case management brokerage services to link client to resources.

- ☐ **Collaborations and Transitions across Levels-of- Care**

BHS clients are often high users of multiple health and human services, including of behavioral health services across different levels of care (crisis, inpatient, jail, residential treatment, long-term care) within the BHS mental health and substance abuse systems-of-care. BHS requires that providers collaborate effectively in the transitions of clients across different modalities of healthcare (such as from psychiatric inpatient to outpatient care) to facilitate an effective, seamless and coordinated continuity of care.

- ☐ **Harm Reduction**

BHS abides by the harm reduction philosophy adopted by the San Francisco Health Commission, which promotes methods of reducing the physical, social, emotional, and economic harms associated with drug and alcohol use and other harmful behaviors on individuals and their community. Harm reduction methods and treatment goals are free of judgment or blame and directly involve the client in setting their own goals.

- ☐ **Continuous Quality Improvement**

BHS supports continuous quality improvement in patient experience, client outcomes, clinical quality and provider satisfaction. Initiatives that improve the quality of practices at the service delivery team, program, agency and system-of-care levels are encouraged. These include the use of evidence-based practices and practice-based knowledge.

- ☐ **Cost Containment**

BHS supports clients' wellness and recovery in the community, and in the most independent and least restrictive settings. Toward this end, BHS providers work with clients to stabilize periods of acute crisis and disability, and to reduce expensive incidences of psychiatric emergency, inpatient, locked and institutional care.

- ☐ **Utilization Management**

As required by Medi-Cal regulations, BHS has a set of policies and procedures for utilization management that evaluates the appropriateness and medical need for different modalities and levels-of-care of mental health services (such as outpatient, intensive case management, inpatient, day and residential treatment), and that authorizes service utilization.

- ☐ **Medi-Cal Compliance**

BHS providers must adhere to Medi-Cal regulations governing site and staff certifications, program and staff practices, including billing compliance, and clinical chart documentation standards.

- ☐ **Privacy**

BHS providers must comply with the Privacy-related policies of the San Francisco Department of Public Health (DPH) developed to comply with the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, and with other federal, state, and DPH-specific rules and regulations pertaining to patient confidentiality.

- ☐ **Meaningful Use of Electronic Health Record**

BHS requires its mental health providers to use the certified NetSmart Avatar electronic health record (EHR), and to have an in-house informaticist to oversee the accurate, effective and meaningful use of EHR to improve quality, safety and efficiency; ensure regulatory compliance; engage with clients and families; improve care coordination; maintain privacy and security of patient health information; improve client population health; and liaison and work in partnership with BHS IT to ensure consistent and reliable data outcome reporting.

- ☐ **Accessibility of Services (Americans with Disability Act)**

BHS providers must comply with Title II of the Americans with Disabilities Act, as well as with all other laws and regulations that require all programs offered through state and local governments to be accessible and usable to people with disabilities.

B. Contract Term, Funding and Schedule

Candidates can bid to be selected for one or multiple ICM sub-population categories (see list of ICM sub-programs below, as well as *Section II. Scope of Work* for program details). Candidates will be expected to provide the spectrum of ICM service described in the Scope of Work (*See Section II*) in this RFP. The degree to which a Candidate meets the minimum qualifications of the RFP will be determined through a review process to evaluate the Candidate's application materials (*see Section V. Evaluation and Selection Criteria*).

The funding for these programs will come from a combination of county General Funds, State Realignment, Medi-Cal federal financial participation, and MHSA. MHSA, in particular, funds the FSP service model within this ICM modality RFP.

Contracts awarded under this RFP/Q shall have an initial term of one and a half (1.5) years. At the end of the initial term, it is anticipated that the contract term will be extended by another three and a half years (3.5) years, for a maximum term of five (5) years.

Subsequent extensions to the contract terms may extend the contract for an additional five (5) years, subject to annual availability of funds and annual satisfactory contractor performance and the needs of the SFHN-BHS system. The City has the sole, absolute discretion to exercise these options

The maximum term for the contracts awarded under this RFP/Q may not exceed ten (10) years.

RFP/Q Authority	Contract Term	# Years	Term Begin	Term End
	Initial term	1.5 years	January 1, 2018	June 30, 2019
	Option 1	3.5 years	July 1, 2019	December 31, 2022
	Option 2	5.0 years	January 1, 2023	December 31, 2027
No more than 10 years	Total Contract Term	10.0 years	January 1, 2018	December 31, 2027

An estimated annual amount of about **\$16,160,000** is available under this RFQ for the following five (5) FSP/ICM sub-categories of programs.

1. **Adult ICM Programs** – A final budget to be determined. The funding for this sub-category type is estimated at **over \$11,000,000**.
 - a. ☐ **FSP programming (about \$1,600,000)**
 - b. ☐ **Non-FSP programming (about \$9,400,000)**
2. **Older Adult ICM Programs** – A final budget to be determined. The funding for this sub-category type is estimated at **about \$1,360,000**.
 - a. ☐ **FSP programming (about \$970,000)**
 - b. ☐ **Non-FSP programming (about \$390,000)**
3. **Forensic FSP Program** – A final budget to be determined.
 - a. ☐ **FSP programming, with MHSA FSP, county general fund, state realignment and matching Medi-Cal funding (about \$2,400,000)**
4. **Intensive Hospital to Community Linkage Program** – A final budget to be determined.
 - a. ☐ **Non-FSP programming (about \$900,000)**
5. ☐ **Assisted Outpatient Treatment FSP Program** – A final budget to be determined.
 - a. ☐ **FSP programming, and matching Medi-Cal funding (about \$500,000)**

The estimated budget may increase or decrease depending on funding availability. Projected funding is dependent on available funds and DPH/BHS reserves its sole right to award all or a

portion of funds available. DPH/BHS will award a contract to the top scoring qualified applicant(s) of each service category sub-program. Upon the sole discretion of DPH/BHS, DPH/BHS may award multiple top scoring qualified applicants of a specific sub-category, depending upon the needs of the community and the needs of the project.

C. Schedule

The anticipated schedule for selecting a contractor is:

<u>Proposal Phase</u>	<u>Time</u>	<u>Date</u>
RFP is issued by the City		June 12, 2017
Email Questions begin		June 12, 2017
Email Questions end	12:00 pm	June 26, 2017
Pre-Proposal Conference <i>101 Grove, Room 300, San Francisco</i>	1:30 pm – 3:30pm	July 6, 2017
Letters of Intent	12:00 pm	July 13, 2017
Proposals due	12:00 pm	July 26, 2017

Estimated Dates

<i>Technical Review Panel</i>	<i>August 2017</i>
<i>Contract Selection</i>	<i>August/ September 2017</i>
<i>Negotiations</i>	<i>September / October 2017</i>
<i>Contract Development & Processing</i>	<i>October - December 2017</i>
<i>Service Start Date</i>	<i>January 1, 2018</i>

II. SCOPE OF WORK

This section describes in detail the mental health ICM modality services that are going to be contracted for. This Scope of Work is to be used as a general guide, and is not intended to be a complete list of all work necessary to complete the project.

The following includes the **five (5) FSP/ICM sub-categories** of programs:

Important Note:

- ☐ An agency that is applying to provide services in more than one of the five FSP/ICM sub-categories of programs, must submit separate proposals for each of the sub-categories they are applying for. A separate program narrative application has to be submitted for each FSP/ICM sub-program-category being applied for. In the Appendix A-1c “Agency Cover Sheet,” interested applicants must check the sub -category/categories they are responding to, and provide a separate narrative for each sub-category.
- ☐ If your agency is applying within the first two sub-categories of “Adult FSP/ICM Programs” and “Older Adult FSP/ICM Programs, please also indicate in your proposal if you are applying for either FSP or Non-FSP Programs, or both. FSP-only funded

programs carry some unique program attributes, such as in data collection and a richer array of wrap around services (including housing and flexible funds for various community services), that are not present in the non-FSP programs. *Please refer subsection D. of this Section (Scope of Work) for more description.*

Program Descriptions

1. Adult FSP/ICM Programs

- a. ☐ **FSP programming**
- b. ☐ **Non-FSP programming**

(For program Description of this category please refer to 'Subsection A: Mental Health ICM Modality Description')

2. Older Adult FSP/ICM Programs

- a. ☐ **FSP programming**
- b. ☐ **Non-FSP programming**

(For program Description of this category please refer to 'Subsection A: Mental Health ICM Modality Description')

3. Forensic FSP Program

- a. ☐ **FSP programming**

The Forensic FSP Program works with individuals with severe mental illness in need of intensive treatment and who are justice system involved or offenders of crime. This program works in collaboration with a system of partners that may include the Office of the Public Defender, Adult Probation Department, Parole Department and Jail Psychiatric Services. In addition to the services outlined in the Scope of Work below, this program may offer services specific to the forensic population including, but not limited to; courtroom consultation, community re-integration, support groups for frequent offenders, and vocational rehabilitation with a focus on criminal justice involvement.

4. Intensive Hospital to Community Linkage Program

- a. ☐ **Non-FSP programming**

The Intensive Hospital to Community Linkage Program will work to stabilize clients at Zuckerberg San Francisco General Hospital following their discharge from the Inpatient Psychiatric Units and Psychiatric Emergency Services. The program will link clients to the appropriate level of long-term community-based treatment and provide short-term clinical case management services. The program must engage the client before being discharged from the hospital.

5. Assisted Outpatient Treatment FSP Program

- a. ☐ **FSP programming**

In July 2014, San Francisco's Board of Supervisors authorized Assisted Outpatient Treatment, most commonly referred to as Laura's Law, as a response to Mayor Ed Lee's 2014 Care Task Force. Implemented November 2, 2015, the San Francisco AOT Model is utilized as an intervention and engagement tool designed to assist and support individuals with mental illness (www.sfdph.org/aot). The program has been constructed to employ

principles of recovery and wellness, and has a particular focus on community-based services and multiple opportunities for an individual to engage in voluntary treatment. The ultimate goal of the program is to improve the quality of life of participants and support them on their path to recovery and wellness, as well as prevent decompensation and cycling through acute services (e.g., psychiatric hospitalization) and incarceration.

The following are general work tasks necessary to provide ICM modality Services. Proposing teams may suggest specific scope of work in their proposals.

- A. ☐ Mental Health ICM Modality Overview (FSP and Non-FSP Programs)
- B. ☐ Mode and Service Functions Definitions (FSP and Non-FSP Programs)
- C. ☐ Guiding Service Delivery Principles for ICM Modality (FSP and Non-FSP Programs)
- D. ☐ Special Program Attributes for MHSA FSP-funded Programs (FSP Programs only)

A. Mental Health ICM Modality Description

BHS invites single agency and multi-agency collaborations to provide *intensive* mental health outpatient modality (intensive Mode 15) services to individuals who are experiencing the most severe mental health challenges, and including with a focus on unserved and underserved populations for successful proposals that are to be funded in particular by the MHSA FSP funding. BHS encourages both competition and collaboration among different agencies to meet the needs of adult (ages 18 through 59) and older adult (ages 60 and older) residents of San Francisco. *Note that FSP programs for Transition Aged Youth (ages 16 through 25) will be included in a RFP for Transition Aged Youth.*

Behavioral health ICM services are provided to clients with the most acute, severe and chronic behavioral health problems resulting in the most serious and persistent functional impairments – including co-morbid health conditions such as substance use disorder, and serious and chronic diseases; repeated use of emergency services, acute and institutional care; homelessness; incarceration; and grave disability, and severe risk to themselves or others. These services offer a lifeline to some of the most vulnerable behavioral health system consumers with the goal of empowering individuals to remain safe in the community, preventing acute crisis or avoiding institutional care, and promoting wellness and recovery.

BHS ICM programs are a particular type of intensive mental health outpatient services with low caseloads, multi-disciplinary team approach, and a comparatively richer array of wrap-around services (such as relatively greater access to supportive housing, vocational rehabilitation and other health and human services), in order to be able to do whatever it takes to assist clients who are the most severely impacted by serious mental illness achieve wellness and recovery. All ICM programs are required to conduct aggressive outreach and to engage those clients who have been referred to them for care. Proposals must describe the agency's capacity to serve these high-need clients.

BHS ICM providers work collaboratively with other BHS service modalities and levels-of-care within a larger BHS system of behavioral health care – accepting referrals from other parts of the

system (i.e. emergency, inpatient, institutional, residential, etc.), coordinating concurrently with other types of services and exiting clients into lower levels of care when clinically appropriate.

ICM programs deliver the following types of BHS-contract-reimbursable service functions to their clients.

B. ICM Mode and Service Function Definitions

Definitions of mental health billable/reimbursable service unit(s) from the California Code of Regulations, Title IX are as follows:

Assessment

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Plan Development

“Plan Development” means a service activity which consists of development of client plans, approval of client plans, and / or monitoring of a beneficiary’s progress.

Mental Health Services

“Mental Health Services” means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Therapy

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Rehabilitation

“Rehabilitation” means a service activity which includes assistance in improving, maintaining, or restoring a beneficiary’s or group of beneficiaries’ functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and / or medication education.

Collateral

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

Case Management

“Targeted Case Management” (Case Management / Brokerage) means services that assist a beneficiary to access need medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are or limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who are not eligible to deliver crisis stabilization or who are eligible, but deliver the service at a site other than a provider site that has been certified by the department or a Mental Health Plan to provide crisis stabilization.

Medication Support Services

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications of biologicals which are necessary to alleviate the symptoms of mental illness. The series may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and / or assessment of the beneficiary.

Mode 60 Client Support and Care

Other wrap-around health and social services.

C. Guiding Service Delivery Principles for Mental Health ICM Modality

Along with the general principles described in the above Introduction General Section I of this RFP, that govern all mental health services provided under the BHS Adult/Older-Adult Systems-of-Care, the specific principles described below additionally govern BHS ICM Mental Health Modality services.

In addition to the following Section I-described BHS A/OA SOC general principles of:

- ☐ *Wellness & Recovery*
- ☐ *Client Satisfaction*
- ☐ *Staff and Provider Satisfaction*
- ☐ *Client-Outcomes Oriented*
- ☐ *Cultural and Linguistic Competence*
- ☐ *Trauma-Informed System of Care*
- ☐ *Integrated Care*
- ☐ *Access to Services*
- ☐ *Priority to the Seriously Mentally Ill*
- ☐ *Clinical Case Management*

- ☐ *Collaborations and Transitions across Levels-of- Care*
- ☐ *Harm Reduction*
- ☐ *Continuous Quality Improvement*
- ☐ *Cost Containment*
- ☐ *Utilization Management*
- ☐ *Medi-Cal Compliance*
- ☐ *Privacy*
- ☐ *Meaningful Use of Electronic Health Record*
- ☐ *Accessibility of Services (Americans with Disability Act)*

BHS ICM mental health services must additionally subscribe to the following ICM modality-specific principles:

Wellness-Recovery Perspective for ICMs

All ICM programs must subscribe to the wellness-recovery and evidence-based principles as outlined for FSP programs funded under the MHSA. MHSA is funded through a 1% tax on any personal income in excess of \$1 million. The ‘system transformation’ envisioned by the MHSA is founded on the belief that all individuals - including those living with the challenges caused by mental illness – are capable of living satisfying, hopeful, and contributing lives. MHSA provides the resources necessary for California counties to realize the vision of recovery for individuals and families served by the mental health system.

The principle of recovery is grounded in the belief that individuals with serious mental illness can overcome behavioral health challenges and live meaningful, independent, and fulfilling lives with the appropriate level of “ongoing contact and support services, either through professional support or through a community of recovering peers.”

The model of MHSA FSP programs reflect an intensive and comprehensive model of case management based on a client-and family-centered philosophy of doing “whatever it takes” to assist individuals diagnosed with severe mental illness (SMI) or severe emotional disturbance (SED) to lead independent, meaningful, and productive lives. Examples of doing “whatever it takes” include meeting clients wherever they are, during unconventional business hours (e.g., meeting clients at their homes or in hospitals or clinics early in the morning or into the evening), engaging clients in socialization activities and outings (e.g., taking a client out to lunch or to a cultural or sporting event), providing transportation assistance so clients can attend school or seek employment, providing advocacy services and foster connections with medical and housing service providers.

Following the MHSA FSP model, *all* BHS ICM programs will implement recovery-oriented treatment approaches for clients in the public health system who require more intensive levels of support than regular mental health outpatient clinics can provide. These MHSA-FSP-inspired recovery-oriented services are grounded in the belief that recovery is possible and an expected outcome of treatment. These services must also be client-focused and –driven, culturally competent, and respectful of racial, cultural (including religion and language), gender identity and sexual orientation. Clients must be involved at every level of service, including in the

program planning, delivery and evaluation of services.

It is the MHSA's, and therefore BHS', philosophy that mental health needs are not defined by symptoms but rather by a focus on achieving, maintaining, and promoting the overall health and well-being of the individual and family. Proposed programs that reflect the wellness and recovery model should be able to demonstrate that their consumers and their family members are empowered to 1) establish, work toward, and achieve their personal goals; 2) learn new skills and strategies to manage the challenges in their lives; and 3) draw strength and growth from their lived experiences.

MHSA requires that consumer input play a significant role in the development of MHSA-funded programs. Behavioral health consumers, former consumers, or family members of consumers must be involved in areas of mental health policy, program planning, implementation, monitoring, quality improvement, evaluation and budget allocations regarding these programs. In addition, the MHSA programs should be developed with cultural humility and wellness and recovery principles. The programs should be strengths-based, consumer-led, youth-guided and family-driven.

MHSA, and by adoption all of BHS services, including all ICM programs, is guided by five principles:

1. ☐ Cultural Competence – Services should reflect the values, customs, beliefs, and languages of the populations served and eliminate disparities in service access.
2. ☐ Community Collaboration – Services should strengthen partnerships with diverse sectors to help create opportunities for employment, housing, and education.
3. ☐ Client, Consumer, and Family Involvement – Services should engage clients, consumers, and families in all aspects of the mental health system, including planning, policy development, service delivery, and evaluation.
4. ☐ Integrated Service Delivery – Services should reinforce coordinated agency efforts to create a seamless experience for clients, consumers, and families.
5. ☐ Wellness and Recovery – Services should promote recovery and resiliency by allowing clients and consumers to participate in defining their own goals so they can live fulfilling and productive lives.

The goal of Wellness and Recovery is for consumers to feel empowered to take charge of their own care and wellness while learning new skills and strategies for managing difficulties and challenges in their lives. The model encourages consumers to draw upon personal strengths, better utilize natural supports, explore new strategies to cope and better navigate the behavioral health system of care. The programs should operate under the belief that consumers can recover from their struggles and promote a sense of empowerment, self-direction and hope. The programs should also operate under the assumption and expectation that clients can graduate from the FSP program and ultimately be linked to a lower level of care.

Additionally, the program content of ICM service-delivery should include specific wellness and recovery practices, such as: Wellness Recovery Action Planning, Illness Management and Recovery, vocational rehabilitation and employment strategies, and meaningful niches and activities in the community. Please refer to this link for more details on the MHSA vision and

guiding principles:

http://www.dhcs.ca.gov/services/MH/Documents/Vision_and_Guiding_Principles_2-16-05.pdf

ICM Intensive Level-of-Care

Selected ICM providers shall provide comprehensive, integrated mental health and non-mental health services to all clients, based on the needs of each individual client. Reimbursable according to the mode and service function definitions outlined previously above, the full spectrum of ICM services consists of the following types of services:

1. ☐ Mental health services and supports, including, but not limited to:
 - a. ☐ Comprehensive psychosocial and psychiatric assessment.
 - b. ☐ Individualized treatment, services and supports plan development that results from a comprehensive assessment of needs, and from a client-centered approach, and that is monitored, at a minimum, on a quarterly basis for progress toward meeting client goals, and re-evaluated when a major life change or event occurs.
 - c. ☐ Mental health treatment provision, including therapy, rehabilitation, case management, collateral, crisis intervention and medication support services.
 - d. ☐ Low client-to-staff ratio.
 - e. ☐ Multi-disciplinary team that includes licensed psychosocial staff, case managers and mental health workers, psychiatrist and medical staff, peer support staff, vocational counselors and substance use disorder counselors. The multi-disciplinary team addresses integrated behavioral health, health and social service needs.
 - f. ☐ High frequency and long duration, as needed, of face-to-face and other services, varying dependent upon clients' stages of recovery, levels of engagement and degrees of success in achieving treatment plan goals. Services can include daily contact, aggressive outreach, crisis intervention and urgent medication services as often as needed.
 - g. ☐ Low threshold interventions (outreach and support) aimed at engaging clients who need mental health services but refuse or are unable to immediately avail of formal mental health treatment.
 - h. ☐ An after-hours on-call system in order to provide 24/7 coverage and provision of services in the office or in the community by staff known to the clients;
 - i. ☐ Coordination of care with emergency, crisis and acute care providers – including having crisis plans that may incorporate clients' preferences, individuals identified by consumers as important in their lives, and a hierarchy of crisis interventions deemed to be most appropriate for avoiding, de-escalating or resolving in crisis situations.
 - j. ☐ Continuity of care of the client through transitions of levels-of-care, such as through institutional, acute, emergency, transitional residential treatment and outpatient episodes of care.
 - k. ☐ Aftercare services to ensure clients graduate successfully and are linked to the community and natural supports they need to live healthy, productive lives.
 - l. ☐ Regular contact with client in community settings (not in a provider clinic), in keeping with the goal of ICMs to assist clients to integrate with and graduate to a

broad array of community services.

- m. ☐ Peer-to-peer support programming component.
 - n. ☐ Wellness center- programming.
 - o. ☐ Consumer rights advocacy.
 - p. ☐ Consumer and family engagement in treatment and service planning, delivery, and evaluation, including family education services.
2. ☐ Non-mental health services and supports, including, but not limited to, *personal service coordination/case management brokerage*, as well as *direct provision of services*, to assist the client (and when appropriate the client's family) obtain and maintain needed housing, medical, vocational rehabilitation, employment, education, social and other community services. In support of mental health wellness and recovery, non-Medi-Cal reimbursable (but MHSA FSP or county general fund reimbursable) expenditures can be incurred, or supportive services provided, to clients in the areas listed below. RFP proposals will also describe the ICM applicant's capacity in the area of collaborative partnerships to access these supportive services from other providers that consumers may need to achieve plan of care goals.
- a. ☐ Food.
 - b. ☐ Clothing.
 - c. ☐ Housing, including assistance with securing temporary or permanent housing; acquiring federal, state, and local housing assistance; temporary respite housing; rent subsidies; completing proposal forms and procuring necessary and required housing proposal documentations; move-in assistance; security deposits; purchasing of basic housing supplies; temporary financial assistance to pay for utilities and other costs to prevent eviction; regular wellness check-ins at client's housing by ICM staff to ensure client's success within the housing environment; and with other matters that may arise that would place the client at risk of homelessness. Proposals may describe any existing partnerships with housing providers, such as with housing placement procedures, tenant-landlord conflict resolution processes, monitoring of client housing by ICM staff to mitigate tenant issues, and with any other supportive services collaboratively provided to clients at housing sites.
 - a. ☐ Physical health care.
 - b. ☐ Substance use disorder treatment.
 - c. ☐ Alternative therapies, such as self-help communities, yoga, acupuncture, martial arts, herbal therapy, art therapy, aroma therapy or homeopathic treatments.
 - d. ☐ Respite care.
 - e. ☐ Education, such as assistance with studying for and obtaining a GED high-school equivalency diploma; enrolling in colleges and universities and applying for financial aid; choosing vocational or trade schools; participating in workshops or trainings about mental health or behavioral health issues; and accessing public or school libraries, and learning internet searches.
 - f. ☐ Access to other supports and services, such as money management and legal representation.
 - g. ☐ Income generation, such as obtaining county general assistance or Supplemental Security Income, vocational rehabilitation services to attain job skills, training in

job interviewing techniques, assistance with resume writing, job placements, ongoing employment supports to help retain jobs and education about personal finances and budgeting.

h. ☐ Social, leisure and recreational activities.

i. ☐ Assistance with learning or relearning basic daily living skills, such as hygiene and personal cleanliness, doing laundry, cooking, taking public transportation, grocery and personal shopping, and personal safety.

Selected ICM providers are expected to deliver a spectrum of the above mental health and non-mental health services to the target population. Please describe in the RFP proposal the spectrum of services to be provided.

Graduation of Clients from ICM

Intensive ICM services must demonstrate effective engagement with and treatment of clients, leading to achievement of favorable mental health, functioning and quality of life outcomes, and to eventual successful discharge and stepping-down of clients from the ICM program to less-intensive levels-of-care, such as to regular outpatient mental health or to primary care. Proposals must describe the engagement, treatment, services and transition approach towards clients' eventual graduation from the program.

ICM programs must employ evidence-based practices (EBP) that integrate clinical expertise, scientific evidence and client perspectives to provide effective services. . EBP draw upon clients' strengths, enable clients to use effective coping strategies and natural supports. Examples of EBP are: self-help support groups, chronic disease self-management, Seeking Safety, Harm Reduction, Dialectical Behavior Therapy, Cognitive Behavioral Therapy, Assertive Community Treatment and Motivational Interviewing. SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP) is a resource that may be helpful to providers.

ICM Utilization Management

ICM programs will operate within BHS utilization management policies and procedures that authorize and review the appropriateness of clients for their higher-level intensive outpatient services. All clients have to be authorized by BHS to receive ICM level of care, according to BHS admission criteria, via verification of level-of-care and medical necessity. Clients admitted to ICM services will have the requisite severity and quantity of impairments to justify the relatively higher intensity and frequency of services provided by ICM programs.

ICM programs will work collaboratively with regular BHS mental health outpatient programs, and with BHS central administration, in order for clients to receive the right level-of-intensity of outpatient care commensurate with their need.

ICM providers are also required to maintain an active Program Utilization Review and Quality Committee (PURQC). The PURQC ensures behavioral health services received by beneficiaries are accessible when clients need support (timely access), effective (leading to improved program practice, quality of care and client success), and appropriate (best value).

The PURQC process applies to all behavioral health providers that provide regular outpatient mental health and ICM services.

Over the course of their enrollment in an ICM programs, clients will experience changes in the intensity of service provision needed. The different intensities of services within ICMs include high intensity services (more than 1-2 contacts per week on average), medium intensity services (between 1 contact per week to 3 times per month), and low intensity services (three or fewer contacts per month). Proposals must will describe the movement of clients through high, medium and low intensity service provision.

RFP proposals will state the proposed capacity of numbers of client slots to be served, including the proposed annual client graduation and discharge turnover rate of clients in order to be able to take new clients.

Proposals will also describe their transition plans for clients ready to be discharged to lower levels of care, including the coordination with the receiving mental health outpatient or primary care program.

Opening Up of Client Flow In and Out of ICM Programs

In recent years, demand for behavioral health ICM services has exceeded available resources. In order to help expand capacity, BHS has increased ICM slots, and also established utilization review processes and discharge and step-down strategies for clients who have recovered to the point where they do not require the full scope of ICM services. Despite these actions over the past several years, demand continues to exceed ICM service availability, resulting in waiting lists for ICM programs.

It is essential to create openings on an ongoing basis for the incoming new ICM referrals from hospitals, long-term care providers, jail and community programs. In particular, BHS has a priority need for proposals that demonstrate the ability to provide intensive case management services for the high-end Users of Multiple Systems Services project in the county Department of Public Health.

While BHS recognizes that there are clients who may require indefinite prolonged ICM services, the goal of ICM services is to assist clients to move toward independence and less intense levels of behavioral health services. Service providers must be committed to working with BHS to review plan-of-care progress regularly to ensure that clients who have met treatment plan goals and exit criteria are discharged to regular outpatient services.

All selected ICM service providers shall also use Adult Needs and Assessment (ANSA) and Milestones of Recovery Scale (MORS) scores to monitor clients' progress in treatment and to assess clients' readiness to transition to a lower level of care. The ANSA/MORS must be completed by the ICM services provider for all consumers at intake, specified periods thereafter, and at discharge. ANSA/MORS will be incorporated into the ICMs' procedures for monitoring client treatment progress, and gauging readiness for graduation to community services. All ICM staff are to be trained and supported in the use of ANSA/MORS. Data from the ANSA/MORS,

and from the BHS criteria for clients deemed possibly ready for discharge, will be used to determine when to explore linking clients to lower levels of care. Proposals should describe how the use of the ANSA/MORS is to be operationalized.

ICM Client Outcomes

ICM client outcomes include, but are not limited, to the following:

- ☐ Improved mental health
- ☐ Reduced use of alcohol, tobacco and other drugs
- ☐ Improved health and connection to health care services
- ☐ Increased engagement and involvement with behavioral health treatment
- ☐ Reduced risk to self and others
- ☐ Reduced acute inpatient hospital episodes
- ☐ Reduced use of emergency services and crisis
- ☐ Reduced psychiatric institutionalization
- ☐ Reduced days of incarceration and criminal justice involvement
- ☐ Reduced days of homelessness, increased housing stability
- ☐ Reduced involvement with child welfare dependency proceedings
- ☐ Improved functioning in basic and instrumental activities of daily living
- ☐ Increased percentage of treatment plan goals met
- ☐ Increased employment and/or vocational involvement
- ☐ Increased social, family and peer connections
- ☐ Increased linkage to needed services and resources, including income
- ☐ Increased involvement in community
- ☐ Improved satisfaction with service

D. Special Program Attributes for FSP Programs (MHSA-funded)

Full Service Partnership (FSP) programs reflect an intensive and comprehensive model of case management based on a client-and family-centered philosophy of doing “whatever it takes” to assist individuals diagnosed with severe mental illness (SMI) or severe emotional disturbance to lead independent, meaningful, and productive lives.

FSP-funded programs carry some unique program attributes, which include (a) Data Collection and Reporting, (b) Housing Service Partnerships (c) Flexible Funds.

a. Data Collection and Reporting for MHSA FSP-funded Programs

RFP applicants who are particularly interested in obtaining FSP funding can indicate so in their proposal. Providers who are selected to receive FSP funding shall comply with all county and state MHSA reporting requirements, including using the Data Collection and Reporting (DCR) system to report on client and program outcomes on an ongoing basis. FSP service providers are expected to complete and submit quarterly assessments to report on client and program outcomes. Outcomes to be reported in DCR for FSP clients include, for example, time spent in different residential settings and the occurrence of emergency events requiring intervention (e.g.,

arrests, mental health/psychiatric emergencies). These data shall be entered into the DCR using Key Event Tracking (KET) assessments as they occur, and in the regular quarterly assessments.

The San Francisco DCR Workgroup has developed several data quality and outcome reports to help monitor and increase the level of completion for KETs. These reports are shared monthly with FSP providers and discussed, with the expectation that they are used to identify and address gaps in KETs in effort to improve DCR data quality. Selected FSP program may need to participate in monthly meetings to share best practices and challenges in DCR data collection.

b. Housing Service Partnerships for MHSA FSP-funded Programs

MHSA provides funding to FSPs for Housing Service Partnerships (HSPs) that provide housing for adults and older adults who are enrolled in the FSP programs. It is expected that FSP providers will collaborate closely with the Housing Service Partnerships program to ensure that FSP clients have access to stable housing, and are able to maintain their housing.

c. Flexible Funds

FSPs have a pool of flexible funding that may be used to provide community services for a client to attain recovery.

III. PROPOSAL SUBMISSION REQUIREMENTS

Failure to provide any of the following information or forms may result in a proposal being disqualified.

A. Non- Binding Letter of Intent (LOI)

Prospective applicants are requested to submit a Letter of Intent (LOI) using the form located [Appendix A1-c](#) to the DPH Office of Contracts Management and Compliance by **12:00 Noon, on July 13, 2017** to indicate their interest in submitting a proposal under this RFQ. Such a letter of intent is Non-Binding and will not prevent acceptance of an agency's proposal and neither commits and agency to submitting a proposal.

Letter of Intent can be emailed to sfdphcontractsoffice@sfdph.org or mailed at the address below.

B. Time and Place for Submission of Proposals

Proposals must be received by **12:00 p.m., on July 26, 2017**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with SF DPH Office of Contracts Management, or mailed to:

Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management
1380 Howard St. Rm. 421
San Francisco, CA 94103

Applicants shall submit **one (1)** original and **six (6)** copies of the proposal narrative, and **one (1)** copy, separately bound, of required CMD Form Minimum Agency Requirement including attachments in a sealed envelope clearly marked “**RFP 11-2017 – Intensive Case Management – FSP and Non FSP Programs**” to the above location. The original copy of the proposal must be clearly marked as “**ORIGINAL**” and emailed to the contracts office at sfdphcontractsoffice@sfdph.org. Proposals that are submitted by telephone or electronic mail (other than the original emailed) will not be accepted. Late submissions will not be considered.

For agencies applying for more than one sub-categories, you need to submit only one copy of the minimum agency requirements, but you will need one (1) original and six (6) copies for each narrative (item B to G), appropriately checked on the agency cover sheet.

C. Late Submissions

Submissions are due at 12:00 P.M. on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the 12:00 P.M. deadline but before 12:01 P.M. the following day may be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 P.M. of the second day. Decisions of the Director of Health to accept or reject the submission 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 submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

D. Format

All submission must be typewritten and on recycled paper with an easy to read 12 point font such as Arial or Times New Roman, one inch margins, double spaced printed on double-sided pages to the maximum extent possible (note that one, double-sided page is the equivalent of two proposal pages when meeting program proposal page limits). Please bind your proposal with a binder clip, rubber band or single staple. Please do not use binders, do not bind your proposal with a spiral binding, glued binding or anything similar. You may use tabs or other separators within the document. If your response is lengthy, please include a Table of Contents. Do not include extra attachments (other than what is requested) or go over the page limits, as they will not be reviewed.

Note: Proposals over the page limit will be declared non-responsive and will not be forwarded to the review committee. Please make sure you adhere to the page limits.

IV. PROPOSAL CONTENT

One copy - Separately bound submitted with the original proposal:

1. ☐ Cover page ([Appendix A-1a](#))

Note: Interested applicants must complete Appendix A-1c “**Agency Cover Sheet**” and must check the sub-category / sub-categories responding to

2. ☐ Minimum Agency Requirement – See **section A below** for details (including financial documents, monitoring reports and Medi-Cal certification as attachments)
3. ☐ Contract Monitoring Division – ([Appendix A-1a](#)) CMD Form # 3 only (Non-Discrimination Affidavit). If this form is not returned with the proposal, the proposal maybe determined to be non-responsive and may be rejected. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310.

Please organize your proposal content as follows (1 original + 6 copies):

1. ☐ Agency Cover page ([Appendix A-1a](#))
2. ☐ Table of Contents;
3. ☐ RFP Form # 1 – Solicitation and Offer Form (filled and signed) [Appendix A-1a](#)
4. ☐ RFP Form # 2 – Contractual Record Form (filled) [Appendix A-1a](#)
5. ☐ Letter of Introduction (see section B below)
6. ☐ ICM Program Qualifications (See section C below)
7. ☐ Proposal Content (see section D to F below)
8. ☐ Budget Forms and Budget Narrative ([Appendix A-1b](#)) (see section G below) and;
9. ☐ Appendices

A. **Minimum Agency Requirement** (*items 1 to 9 below*)

The Minimum Agency Requirement may be no more than **five (5)** pages total, excluding forms and other required attachments. It should be clearly labeled and bound separately from program proposals. Using a half page or less for each item, please describe how your agency meets the following requirements:

1. ☐ Medi-Cal Certification Requirements (with attachments);
2. ☐ Harm Reduction Requirements;
3. ☐ Cultural & Linguistic Competency Requirements;
4. ☐ Financial Documents (attachment only, no narrative needed);
5. ☐ Electronic Health Record & Data Reporting Capacity and Assurances Requirements;
6. ☐ Prior Performance Requirements (with attachments);
7. ☐ Americans with Disabilities Act and Access Requirements;
8. ☐ City Vendor Requirement and DUNS Number; and
9. ☐ Compliance with City and County Policies, Laws, Rules and Regulations.

1. Medi-Cal Certification

All proposers are required to be Medi-Cal certified by July 1, 2017 or proof of submission for certification. Proposers must include written documentation of one of following:

- a. ☐ Medi-Cal certification approval from the City and County of San Francisco;
- b. ☐ Medi-Cal certification approval from another California county (DPH will accept Medi-Cal certification from other counties as written documentation for meeting this minimum

- RFP requirement); or
 c. ☐ Proof of submission for Medi-Cal certification to DPH.

This documentation does not count against the *Minimum Requirements Narrative* five-page limit.

2. Harm Reduction

All behavioral health treatment services are required to be offered consistent with the Harm Reduction Resolution of the Health Commission (September 2000) and recent DPH Harm Reduction Policy requirements that enhance the Health Commission's Policy with new requirements that demonstrate compliance with the intent of the policy. These new requirements include:

- a. ☐ Post in common areas where they can be viewed by clients up-to-date referral information about Syringe Access & Disposal services and schedule;
- b. ☐ Have an onsite overdose response policy;
- c. ☐ Post in common areas where they can be viewed by clients up-to-date referral information about naloxone access and DOPE Project schedule; and
- d. ☐ Program staff participate in at least one training with the Harm Reduction Training Institute either at the program site or at a Training Institute site.

Proposers must describe in the *Minimum Requirements Narrative* how provider policies, practices, procedures, and staff training fully have complied with the Health Commission Harm Reduction Policy and the new, recent DPH policy requirements.

3. Cultural and Linguistic Competency Requirements

All mental health outpatient treatment services and optional specialized mental health treatment services must be offered consistent with the Culturally and Linguistically Appropriate Services (CLAS) National Standards and related DPH Cultural and Linguistic Competency Policy. Cultural and linguistic competence impacts access to treatment, program adherence, and successful recovery for mental health treatment patients. Positively engaging each patient through culturally and linguistically relevant services and effective communication is essential to recovery. Effective communication requires, at a minimum, the provision of services and information in appropriate languages, at appropriate educational and literacy levels, and in the context of the individual's cultural identity. Cultural competency also requires a demonstrated respect, awareness and acceptance of and an openness to learn from the beliefs, practices, traditions, religions, history, languages, and current needs of each individual and communities.

Cultural competency and capacity must be reflected throughout all levels of the proposer's organization including organizational vision and mission statements, board and staff recruitment, planning and policy making, staff skills development and training, administrative and policy implementation, and service delivery and evaluation.

Proposers must address in the *Minimum Requirements Narrative* how their organization and mental health outpatient treatment services meet National CLAS Standards and related DPH policies and practices. For more information, please see:

<http://minorityhealth.hhs.gov/assets/pdf/checked/executive.pdf> and
<https://www.thinkculturalhealth.hhs.gov/>.

4. Financial Documents Requirements

Proposers must provide one copy of the organization's two (2) most recent financial audits (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16). If there are any adverse or qualified opinions, a proposer may be subject to further reviews of past audits to determine status of recommendations or any corrective actions taken at the sole, absolute discretion of the City. The Department will refer to and consider current Corrective Action Plans for existing Department Contractors.

These requested fiscal documents will not count toward the *Minimum Requirements Narrative* five-page limit.

5. *Electronic Health Record and Data Reporting Capacity and Assurance Requirement*

Proposers must demonstrate organizational and staff capacity to enter client data within Avatar, the DPH BHS Electronic Health Record (EHR) except as noted below. This includes, but is not limited to:

- a. ☐ A system for quality assurance for claim submission; and
- b. ☐ Timely submission of all required documentation into Avatar (e.g. Assessment, Client Plan).

For existing DPH behavioral health treatment providers grandfather exempted for full use of Avatar, a written assurance must be provided that the proposer will submit a plan for review and approval by DPH no later than July 1, 2017, to either transition within 12 months (by July 1, 2018) to use of Avatar or a method to share client information including progress notes. In addition, written proof of HIPAA certification of grandfather exempted provider EHRs must be included in the proposal appendix.

All proposers, including DPH behavioral health treatment grandfather exempted providers, must provide a written assurance that all DPH requests for data will be submitted in a timely manner in a format prescribed by DPH no later than five (5) business days following a request for data.

6. *Prior Performance Requirements*

Proposers must demonstrate that they have a record of consistent quality service delivery for five (5) prior fiscal years in providing mental health outpatient treatment services, and any optional specialized mental health treatment services for which a proposal is submitted, to the populations proposed to be served. This description should include a summary of public and private sector contracts for similar services and supports and DPH monitoring reports or non-DPH evaluation reports of the most recent two years of issued reports. Summaries must include a brief description of service populations, service location, specific services and supports provided, and program and client outcomes. This also should include a summary of prior performance of the proposer's subcontractors that have records of consistent quality service delivery for five (5) prior fiscal years in serving the target population(s).

Proposers must provide one copy of the organization's two (2) most recent monitoring reports or copies of actual contracts (for non DPH providers). If an agency has a Corrective Action Plan, copies of the most recent Corrective Action Plan must be submitted.

Note: The Department will refer to current Corrective Action Plans on file and will consider any related correspondence in regards to Corrective Action Plans for existing DPH contractors in making funding awards.

These requested documents will not count toward the *Minimum Requirements Narrative* five-page limit

7. American with Disabilities Act and Access Requirements

Americans with Disabilities Act (ADA) compliance and implementation of access to persons with the broadest possible range of abilities is required. Proposers must demonstrate compliance with ADA requirements by describing in detail the proposer's access program, including specific physical, substance use and mental health disability accommodation strategies, policies and procedures.

8. City Vendor and DUNS/SAM Documentation

Proposers are strongly encouraged to submit documents as required to become entered into the City's Vendor Database, by the time of proposal submission, and no later than the date of final selection. Failure may result in contract delays and/or selection of another vendor.

Proposers who have a vendor number must provide it or proposers may provide proof that they have started the process. Existing vendors must show proof of good standing to do business with the City including a current business tax license, and required insurance must be attached. Please refer to Appendix A-2 for Vendor Application process or visit <http://sfgsa.org/index.aspx?page=4762> to become eligible to do business with the City and County of San Francisco and refer to [Appendix A-3](#) for Insurance Requirements.

As a prime grantee of federal awards, the City and County of San Francisco is required to comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements and report federal sub-awards made to sub-recipients. The City must verify that prospective contractors of federal awards are not suspended or debarred or otherwise excluded from participating in obtaining contracts with the City. It is the Federal and San Francisco's Office of Contracts Administration (OCA)'s policy that Departments verify contractors using the System of Award Management (SAM). SAM is the place where all businesses must register in order to be awarded a government contract.

Proposers are required to obtain a DUNS number at the time proposals are submitted. Proposers must provide a copy of their DUNS # or proof that they have started the process.

DUNS is Dun & Bradstreet's (D&B) "Data Universal Numbering System". It is a copyrighted, proprietary means of identifying business entities on a location-specific basis.

<https://fedgov.dnb.com/webform>

9. Compliance with City and County Policies, Laws, Rules and Regulations

Proposers must demonstrate capacity and ability to comply with all contracting policies, laws, rules, and regulations of the City and County of San Francisco and DPH, including all specialty mental health service policies and procedures and related policies and procedures.

Note: Only one copy of the above Minimum Agency Requirement (items 1-9) is required for each agency regardless of the number of proposals submitted. Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

Program Narratives:

Note: An agency that is applying to provide services in more than one of the five FSP/ICM sub-categories of programs, **must submit separate proposals** for each of the sub-categories they are applying for. A separate program narrative application, will include **Section B to G** and has to be submitted for each FSP/ICM sub-program-category being applied for.

If your agency is applying within the first two sub-categories of “Adult FSP/ICM Programs” and “Older Adult FSP/ICM Programs, make sure you indicate in your proposal whether you are applying for FSP or Non-FSP Programs, or both.

B. Letter of Introduction (up to 1 page)

Submit a letter of introduction for your agency's proposal. Include a brief overview of your agency and your agency's experience providing the proposed services. The letter must be signed by a person authorized by your agency to obligate your agency to perform the commitments contained in the proposal. Include the name and contact information (address, email and telephone number) for this person or another contact person at your firm. Submission of the letter will constitute a representation by your agency that your agency is willing and able to perform the commitments contained in the proposal.

C. ICM Program Qualifications (up to 2 pages)

In order to meet the requirements of the ICM programs, the agency (agencies) or multi-agency collaboration(s) must meet the following minimum qualifications:

- a. At least three years of proven history implementing cultural and clinical activities with the client population category for which you are applying.
- b. At least three years of proven history providing the services (including collaborating with partner agencies to provide the services) outlined in the Scope of Work.
- c. Proven experience collecting, evaluating and disseminating comprehensive data including program and participant outreach, service utilization/duration, and external referrals.
- d. Proven history working as a certified Medi-Cal provider (or) proven ability to obtain certification as a Medi-Cal provider.
- e. Proven capacity to deliver responsive services to community members in ways that are respectful and also honor each person's heritage, language and cultural worldviews.

D. Description of ICM Programming (up to 10 pages)

Describe your agency's plan to provide the continuum of services as requested in this RFP by providing a brief summary of the proposed program.

- ☐ Indicate for which particular client population sub-type of ICM program your agency is applying for – Adult, Older-Adult, Forensic FSP, Intensive Hospital Linkage (non-FSP) and/or Assisted Outpatient Treatment.
- ☐ Additionally, please also indicate if you are particularly interested in receiving MHSA-FSP funding for the client population sub-type(s) you are proposing to provide services for. MHSA FSP-funded programs come with additional requirement to employ DCR outcomes data, and also receive Housing Service Partnership resources.

Within the program description, please address the following:

- a. Summary of Approach: Include a summary of the approach to be taken, including strategies for ensuring adherence to the guiding principles of MHSA and the Adult and Older Adult System of Care.
- b. Target Populations: Describe the target population(s) to be served.
- c. Personnel: Include personnel descriptions, qualifications, assigned responsibilities, and reporting/supervisory structure.
- d. Outreach and Engagement: Describe the agency's client outreach and engagement strategies, including outreach and engagement strategies for high-need clients/those who have been referred from BHS for intensive case management level-of-care.
- e. Agency Capacity: Describe the agency's capacity to serve high-intensity, medium-intensity, and low-intensity consumers, including the agency's proposal of number of client slots to serve.
- f. Service and Treatment Planning: (1) Describe the agency's transitional plan and clinical decision making process in assisting clients in stepping-up or stepping-down throughout the service spectrum. (2) Describe how your agency will utilize the Adult Needs and Assessment (ANSA)/Milestones of Recovery Scale (MORS) in the service and treatment planning and how the MORS will be incorporated into processes and procedures for monitoring client treatment progress and gauging readiness for graduation to community services. (3) Describe how new and existing staff are trained and supported in the use of ANSA/MORS.
- g. Service Delivery: Describe the agency's clinical process for coordinating mental health and substance abuse outpatient services with the case management team.
- h. Supportive Services: Describe your agency's ability to access and provide the supportive services that consumers may need to achieve plan of care goals, as outlined in this RFP (e.g., substance abuse treatment, primary care, housing, income generation), including any collaborative partnerships. Include in this description your agency's partnerships with housing providers and procedures to collaborate with housing providers, a description of housing placement procedures, tenant-landlord conflict resolution processes, plan for regular monitoring of client housing by ICM staff to mitigate tenant issues, and any supportive services that will be provided to clients at housing sites.

E. Description of Performance Measurement and Reporting (up to 3 pages)

Describe how the services being proposed will achieve the intended goals. Within this description, please include the following:

- a. What are the goals of the proposed program? What data, feedback, and information will be used to monitor achievement of program goals?
- b. Describe the measurable outcomes that will be used to report on the program goals.
- c. Describe how these results and outcomes will be measured, what information will be collected, and what tools will be used to gather this data.
- d. Describe how the agency will use this data to continuously improve the program.

F. Memorandum of Understanding or Letter of Commitment with Proposed Agencies (no more than 1 page for each MOU no more 3)

If your agency is planning to utilize community partnerships or subcontractors in providing the proposed services, please provide a maximum of three examples of such Memorandum of

Understanding (MOU) or Letter of Commitment for each partner and briefly describe the collaborative relationship. (If applicable).

G. Budget Forms (Appendix A-1b) and Budget Narrative (no more than two (2) pages):

Please complete the attached DPH Budget Forms to detail costs associated with this RFP. Please submit a 12 months budget using these forms. (See appendix A-1b). Proposers must demonstrate the detail costs associated with this RFP (if using your own forms, use DPH form as example and make sure your budget includes unit of service and unit rates, salaries and benefits, operating expense details, direct and indirect costs).

Budget Narrative (no more than two (2) pages):

- a. Demonstrate that the proposed budget is cost effective and reasonable for providing services proposed under this RFP and that indirect costs specified are within the 15% City and County of San Francisco's guidelines for allowable indirect costs from DPH and federal or state grantors and provide sufficient overhead to manage the proposed program of which 15% may be billed to DPH
- b. Justify the proposed budget using actual proposer cost data of providing similar or the same services for which a proposal is submitted under this RFP within the past 12 months; and
- c. Demonstrate that the proposed budget leverages Drug Medi-Cal, Medi-Cal, Medi-Cal/EPSTD and/or other funding and/or services.

The City and County intends to award contracts to agencies that it considers will provide the highest quality, accessible and cost effective services. The City and County reserves the right to accept other than the lowest price offer and to reject any proposals that are not responsive to this request.

V. EVALUATION AND SELECTION CRITERIA

For all proposals, the Minimum Agency Requirements will be reviewed first; applications that do not submit complete documentation meeting the minimum requirements may not have their application forwarded for review. The department may request for additional clarification or may determine the application as non-responsive.

Program proposals meeting minimum agency requirements will be evaluated and scored by a selection committee comprised of parties with expertise in intensive case management and mental health services. At any time during the review process, the Department may require a Candidate to provide oral or written clarification of its proposal if needed. The Department reserves the right to review and evaluate qualifications received without further clarification.

The City and County intends to evaluate each proposal generally in accordance with the criteria itemized below.

PROPOSAL SCORING CRITERIA**1. Submission Guidelines 10 Points**

Did the applicant follow the submission requirement guidelines and format listed in section III page 20 & 21? Are all submissions complete using the submission templates, are they within the page limits, using 12 point Times New Roman font, one inch margins, double spaced and on double sided, recycled pages?

2. ICM Program Qualifications 25 Points

Does the applicant demonstrate the following?

- a. At least three years of proven history implementing cultural and clinical activities with the population category for which you are applying. **(5 points)**
- b. At least three years of proven history providing the services (including collaborating with partner agencies to provide the services) outlined in the Scope of Work. **(5 points)**
- c. Proven experience collecting, evaluating and disseminating comprehensive data including program and participant outreach, service utilization/duration, and external referrals. **(5 points)**
- d. Proven history working as a certified Medi-Cal provider (or) proven ability to obtain certification as a Medi-Cal provider. **(5 points)**
- e. Proven capacity to deliver responsive services to individuals in ways that are respectful and also honor their heritage, language and cultural worldviews. **(5 points)**

3. Description of ICM Programming 100 Points

Describe your agency's plan to provide the continuum of services as requested in this RFP by providing a brief summary of the proposed program. Within the program description, please address the following:

- a. Summary of Approach: Include a summary of the approach to be taken, including strategies for ensuring adherence to the guiding principles of MHSA and the Adult and Older Adult System of Care. **(10 points)**
- b. Target Populations: Describe the target population(s) to be served. **(5 points)**
- c. Personnel: Include personnel descriptions, qualifications, assigned responsibilities, and reporting/supervisory structure. **(5 points)**
- d. Outreach and Engagement: Describe the agency's client outreach and engagement strategies, including outreach and engagement strategies for high-need clients/those who have been referred from BHS for intensive case management level-of-care. **(10 points)**
- e. Agency Capacity: Describe the agency's capacity to serve high-intensity, medium-intensity, and low-intensity consumers, including what proportion of each group is expected to be served, including the agency's capacity to accept new clients. **(20 points)**
- f. Service and Treatment Planning: (1) Describe the agency's transitional plan and clinical decision making process in assisting clients in stepping-up or stepping-down throughout the service spectrum. (2) Describe how your agency will utilize the Adult Needs and Assessment (ANSA)/Milestones of Recovery Scale (MORS) in the service and treatment planning and how the ANSA/MORS will be incorporated into

- processes and procedures for monitoring client treatment progress and gauging readiness for graduation to community services. (3) Describe how new and existing staff are or will be trained and supported in the use of ANSA/MORS. **(20 points)**
- g. Service Delivery:** Describe the agency's clinical process for coordinating mental health and substance abuse outpatient services with the case management team, as described in this RFP. **(15 points)**
 - h. Supportive Services:** Describe your agency's ability to access the supportive services that consumers may need to achieve plan of care goals, as outlined in this RFP (e.g., substance abuse treatment, primary care, housing, income generation), including any collaborative partnerships. Include in this description your agency's partnerships with housing providers and procedures to collaborate with housing providers, plan for regular monitoring of client housing by ICM staff to mitigate tenant issues, and any supportive services that will be provided to clients at housing sites. **(15 points)**

4. Performance Measurement 30 Points

Describe how the services being proposed will achieve the intended goals. Within this description, please include the following:

- a.** What are the goals of the proposed program? What data, feedback, and information will be used, and how will they be used, to monitor achievement of program goals? **(10 points)**
- b.** Describe the measurable outcomes that will be used to report on the program goals. **(10 points)**
- c.** Describe how these results and outcomes will be measured, what information will be collected, and what tools will be used to gather this data. **(5 points)**
- d.** Describe how the agency will use this data to continuously improve the program. **(5 points)**

5. Budget 30 Points

- a.** Proposer's budget is reasonable, cost effective and justified using actual costs of providing services? Is budget narrative included with details? **(20 points)**
- b.** Proposer's budget leverages Drug Medi-Cal, Medi-Cal EPSDT or other services and funding **(10 points)**

6. Financial Management Capacity and Fiscal Integrity 30 Points

Proposer's Financial Management and Fiscal Integrity (as evidenced by citywide or DPH monitoring report, corrective action plans, unqualified audit opinions,)

7. Prior Performance 30 Points

Proposer's Prior Performance (as evidenced by DPH monitoring report, corrective action plans, and contractual record).

TOTAL EVALUATION/SCORING CRITERIA POINTS POSSIBLE:	255 points
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VI. EMAIL QUESTION PERIOD, PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD

A. Email Question Period

All questions and requests for information must be received by electronic mail and will be answered few days after the end of the E-Question period, by electronic mail, to all parties who have requested and received a copy of the RFP. The questions will be answered by program staff. This is the only opportunity applicants can ask direct questions regarding the services mentioned in this RFP. All questions are to be directed to the following e-mail address only: sfdphcontractsoffice@sfdph.org

Email questions may only be submitted from June 12, 2017 until 12:00 noon June 26, 2017.

Follow up questions or requests for interpretation will be only be accepted at the Pre-Proposal Conference in person. Additional questions will not be accepted via email after 12:00 PM on **June 26, 2017**. If you have further questions regarding the RFP, please attend the pre-proposal conference.

B. Pre-Proposal Conference (Bidder's Conference)

Proposers are encouraged to attend a Pre-Proposal conference on:

Date: Thursday July 6, 2017
Time: 1:30 p.m. to 3:30 p.m.
Location: 101 Grove, Room 300
San Francisco, CA 94102

Follow up questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please email the contracts office at sfdphcontractsoffice@sfdph.org

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Department of Public Health. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after 3:30pm **July 6, 2017**.

C. Contract Award

The Department of Public Health, will issue Notices of Intent to Award to the selected Proposer with whom DPH staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Department in its sole discretion may

terminate negotiations with the recommended Proposer and begin contract negotiations with the next recommended Proposer.

The City and County intends to award contracts to agencies that it considers will provide the most cost effective program services. The City and County reserves the right to accept other than the lowest price offer and to reject any proposals that are not responsive to this request.

VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

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

Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St., 4th floor, #421
San Francisco, CA 94103
Phone (415) 255-3504/ Fax (415) 252-3088
E-mail: sfdphcontractsoffice@sfdph.org

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing written Change Notices. which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer call the Department before submitting its proposal to determine if the Proposer has received all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- ☐ The officer's re-election campaign
- ☐ A candidate for that officer's office
- ☐ A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor.

Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. ☐ **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. ☐ **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. ☐ **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs 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. Public Access to Meetings and Records

If a proposer 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 proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. ☐ Waive or correct any defect or informality in any response, proposal, or proposal procedure;

2. ☐ Reject any or all proposals;
3. ☐ Reissue a Request for Proposals;
4. ☐ Prior to submission deadline for proposals, 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 RFP, or the requirements for contents or format of the proposals;
5. ☐ Procure any materials, equipment or services specified in this RFP by any other means; or
6. ☐ Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

The LBE Goal is deleted due to Federal Funds/State Funds being used in the funding mix for this RFP. **Department note on certified LBE's.** The City strongly encourages proposals from qualified and certified LBE's or the inclusion of certified LBE's in your project team. A list of certified LBE's can be found at: www.sfgsa.org. For information on becoming a certified LBE, visit www.sfgsa.org.

VIII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in Appendix A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§**Article 10.5 “Nondiscrimination Requirements”** in the Agreement); the Minimum Compensation Ordinance (§**Article 10.7 “Requiring Minimum Compensation for Covered Employees”** in the Agreement); the Health Care Accountability Ordinance (§**Article 10.8 “Requiring Health Benefits for Covered Employees”** in the Agreement); the First Source Hiring Program (§**Article 10.9 “First Source Hiring Program”** in the Agreement); and applicable conflict of interest laws (§**Article 10.2 “Conflict of Interest”** in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with

domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://www.sfgsa.org/index.aspx?page=6058>.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 701-4857.

F. Conflicts of Interest

The successful proposer 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 proposer 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 proposer 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 proposer that the City has selected the proposer.

G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

- ☐ A Covered Entity¹ subject to HIPAA and the Privacy Rule contained therein;
- ☐ A Business Associate² subject to the terms set forth in Appendix A-3 "HIPAA for Business Associates Exhibit";
- ☐ Not Applicable, Contractor will not have access to Protected Health Information.

H. Insurance Requirements

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City. (Requirements are listed in Appendix A-3 and are available for download at the Departments RFP/Q center

<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>

I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)

Effective June 1, 1997 the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item B, or visit the Contract Monitoring Divisions Internet site at

<http://www.sfgsa.org/index.aspx?page=6058>.

J. Vendor Credentialing at San Francisco General Hospital

It is the policy of San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. SFGH 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 SFGH personnel. However, the primary objective of SFGH 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 San Francisco

¹ "Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA

² "Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.

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 SFGH 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 SFGH. 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.

IX. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to 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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

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:

**Director of Contract Management and Compliance
101 Grove St, Rm. 307
San Francisco, CA 94102
Fax number (415) 554-2555**

Amended & Re-Issued 8/23/2017

RFP 8-2017 Mental Health Outpatient Programs for Adult/Older Adult System of Care

AMENDED & RE-ISSUED

RFP 8 - 2017

Mental Health Outpatient Programs for Adult/ Older Adult System of Care

DEPARTMENT OF PUBLIC HEALTH

Behavioral Health Services (BHS) or
San Francisco Health Network (SFHN)



Request for Proposals (RFP) - 8 – 2017 AMENDED & RE-ISSUED

DEPARTMENT OF PUBLIC HEALTH

OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE

1380 HOWARD STREET, SUITE 419

SAN FRANCISCO, CA 94103

CONTACT

MAHLET GIRMA

CONTRACT ANALYST

(415) 255-3504

Date **Amended & Re-issued:** **August 23, 2017**
Email Questions Begin: August 17, 2017
Email Questions End: August 28, 2017
Pre-Proposal Conference **1:00 p.m. – 2:30 p.m., August 31, 2017**
Laguna Honda Hospital
375 Laguna Honda Boulevard, Moran Hall (in the Old Building) 3rd Floor

Letter of Intent Due: 12:00 p.m., September 15, 2017
Proposals Due: 12:00 p.m., September 21, 2017

RFP 8 - 2017 Mental Health Outpatient Programs for Adult/ Older Adult System of Care**Table of Contents**

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The following appendices (A-1, A-2, A-3) are available in three separate folders in the zip file attachment available for download at: the Department of Public Health RFP/Q Center located at <http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>. Click on **RFP 8-2017** and follow the instructions.

A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR PROPOSALS TO BE CONSIDERED.

- ☐ [Appendix A1-a – Agency Cover Sheet](#) (please use this form only as your cover)
- ☐ [Appendix A1-a – RFP Form 1 Solicitation and Offer](#) and [RFP Form 2 Contractual Record Form](#) and [CMD Attachment 2](#) this contains the required CMD forms (Form 3)
- ☐ [Appendix A1-b – Budget Forms & Instructions](#) (please use this form)
- ☐ [Appendix A1-c – Letter of Intent](#) (please use this form to submit your Letter of Intent)

A-2. Forms the qualified firm must submit within 5 working days after the notification of an award.
If the qualified firm is a current vendor with the City you may not need to submit these forms.

- ☐ [MCO Dec.pdf](#) - Declaration for the Minimum Compensation Ordinance
- ☐ [HCAO Dec.pdf](#) - Declaration for the Health Care Accountability Ordinance
- ☐ [Vendor Profile.pdf](#) - Vendor Profile Application
- ☐ [Biztax.pdf](#) - Business Tax Application Form (P-25)
- ☐ [Fw9.pdf](#) - Federal W-9
- ☐ [Employer Projection of Entry Level Positions rev7-11.doc](#) - First Source Hiring Program
- ☐ [12b101.pdf](#)

How to do business with the City <http://sfqgov.org/oca/qualify-do-business>

A-3. For Information Only

- ☐ [Standard Professional Services.pdf](#) – The City Standard Professional Services Agreement (P-600)
- ☐ [Insurance Requirements.pdf](#) - Department of Public Health Insurance Requirements
- ☐ [Insurance Sample.pdf](#) -Sample Insurance certificate and Endorsement
- ☐ [HIPAA for Business Associates Exhibit.pdf](#) - Standard DPH HIPAA Business Associates Exhibit
- ☐ [Quickref.pdf](#) Also visit: <http://sfgsa.org/index.aspx?page=6125>
 Quick Reference Guide to Chapter 12B

I. INTRODUCTION, CONTRACT TERM, FUNDING AND SCHEDULE

A. General

BHS funding is available to be contracted out for the provision of **Mental Health Outpatient Modality Services** described below, starting Fiscal Year 2017-18.

These monies to be contracted out are not new monies, but continuation of funding for services that need to be re-RFPd. Several programs will be funded from this RFP.

This is a Request for Proposals to provide Mental Health Outpatient Modality services described in the next Scope of Work –Section II below, under the mental health Adult/Older Adult (A/OA) Systems of Care of Behavioral Health Services, Department of Public Health, City and County of San Francisco. This RFP is seeking qualified providers of *regular* mental health outpatient services. *Regular* outpatient mental health services are differentiated from non-regular outpatient *Mental Health Intensive Case Management Services* which are being solicited in a separate RFP.

The Mental Health A/OA funds mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to residents of the city and county of San Francisco who have serious mental illness and resulting significant functional impairments. About 21,000 unduplicated individuals are served annually by the BHS Adult/Older Adult, Systems of Care ages 18 and over, for serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, including with co-occurring substance use disorders, and significant primary care, functional impairment and quality-of-life issues. Separate RFPs are being issued to solicit providers for the other service modalities (intensive case management, residential treatment, supportive housing and other adjunct services) within the BHS Adult/Older Adult, Systems of Care.

(Note: BHS funding for behavioral health programs that are *dedicated to specifically serving only transitional youth aged clients* are being solicited in a *separate RFP* solicitation. However, all BHS services being solicited *in this RFP* are *also* meant to be able to serve transition age youth clients ages 18-24, as part of serving all adult clients over 18.)

Services provided under the BHS A/OA are funded via a combination of Medi-Cal, county general fund, state realignment, Mental Health Services Act, Medicare, grants and other revenues dedicated to mental health. Clients eligible to be served are those who meet Medi-Cal medical necessity criteria for specialty mental health services, which requires the client to have an *included* mental health disorder diagnosis and significant functional impairment resulting from that diagnosis. BHS has a single standard of care, providing equivalent care to individuals without private health insurance coverage, including indigent or undocumented individuals.

Services funded and provided by BHS A/OA SOC are guided by the following overarching principles:

•□ **Wellness & Recovery**

BHS subscribes to a Wellness & Recovery approach to providing mental health services, and to working in partnership with clients to attain treatment plan objectives. Services assist clients in overcoming impairments resulting from their mental health diagnosis, and in order for them to achieve life goals. Belief is cultivated in clients' ability to recover from their mental illness and succeed in their endeavors. Providers become involved in a partnership with clients to identify and harness clients' strengths toward desired outcomes.

Clients are not identified by their diagnosis and resulting impairments, but by their individual strengths and aspirations. Services should promote recovery and resiliency by allowing clients and consumers to participate in defining their own goals so they can live fulfilling and productive lives. BHS encourages confidence in clients' success.

Clients are also valued by BHS in their ability to help fellow clients. Roles for peers to provide assistance to other peers are incorporated into program design and service delivery, including employing clients in the paraprofessional role of peer counselor.

•□ **Client Satisfaction**

BHS A/OA SOC is committed to improving clients' experience-of-care, including quality and satisfaction. Services are client-centered, proceed from client choice and informed consent, and involve a partnership between the BHS provider and the client in the provision and receipt of mental health services to help the client achieve personal goals.

In compliance with federal managed care regulations that protect clients' rights – given the Medicaid Section 1915(b) Waiver which carved-out Medi-Cal specialty mental health benefits (and given BHS's single standard of care for all clients) – all BHS clients have the right to timely access to care, grievance and appeals process, choice of provider within the BHS provider network, second medical opinion, privacy of health information and access to their medical records, among other rights, as detailed by regulations. All BHS programs have to comply with these managed care regulations.

Services should engage clients, significant others and families in the provision of their care, as well as in all aspects of the mental health system, including planning, policy development, service delivery, and evaluation.

•□ **Staff and Satisfaction**

BHS values its relationships with its network of providers, both contracted and civil-service-operated programs. Providers are considered important partners in delivering quality services to clients. BHS promotes effective communication, problem-solving, involvement in decision-making, and thoroughgoing support of staff and providers.

•□ **Client-Outcomes Oriented**

BHS is committed to measurably improving clients' well-being, functioning and quality of life. BHS A/OA SOC utilizes the Adult Needs & Strengths Assessment, and other data sets derived

from the Avatar electronic health record, to assess, plan and track for favorable client outcomes. Effectiveness is supported, not only at the client-level, but also at the clinician, program and system-of-care levels, through supervision, continuous quality improvement initiatives and employment of effective clinical practices.

•□ **Cultural and Linguistic Competence**

Services should reflect the values, customs, beliefs, and languages of the populations served and eliminate disparities in service access.

•□ **Trauma-Informed System of Care**

BHS subscribes to the principles of a trauma-informed system of care that starts with an understanding of trauma and stress and leads to compassionate interactions, dependable and trustworthy relationships, informed steps toward wellness, safety and stability, collaboration and empowerment, cultural humility and responsiveness, and resilience and recovery – for both clients and staff.

•□ **Integrated Care**

BHS recognizes the necessity of attending to clients' overall health, to include not just mental health, but physical health and co-occurring substance use disorder. Chronic mental health conditions have resulted in poorer health and shorter life expectancy for individuals with serious mental illness. Substance use disorder compounds mental health problems. Overall health functioning is impaired by mental disorders and is an important focus of mental health treatment and rehabilitation services. This includes connecting clients to primary care and substance abuse treatment services as necessary, and assisting clients toward overall wellness.

•□ **Access to Services**

In line with BHS' designation as the provider of specialty mental health services in San Francisco county to individuals and families on Medi-Cal, BHS promotes unhindered access to care to clients whose mental health condition and impairment meet medical necessity criteria for services. Clients' right to receive care, and in a timely fashion, are protected by beneficiary grievance and appeals processes, and promoted by BHS policies, such as the advanced access policy that requires clients requesting appointments to be seen within 24-28 hours. The right to access care extends to poor, uninsured and undocumented individuals covered by the county's safety net of health services.

•□ **Priority to Individuals with Serious Mental Illness**

BHS' Medi-Cal specialty mental health services are designated for moderate to serious mental health conditions that meet medical necessity for services that cannot be provided by primary care providers. To the extent that resources are available, BHS prioritizes serving individuals and families with the most serious and chronic mental illnesses, who have experienced the most adverse impairments in functioning and reduction in quality of life, such as homelessness, incarceration and institutionalization, due to their mental illness.

•□ **Clinical Case Management**

BHS A/OA mental health services involve not just treating mental health symptoms but improving clients' quality of life and achievement of personal aspirations through overcoming barriers from serious mental illness. BHS services employ a whole person approach that address clients individual in their psychosocial environment – taking into account not only their psychiatric condition, but also the effects of this condition on their: ability to function in the community; housing situation; family life; social relations and environment; physical health; employment and/or education; income; socio-economic status; legal and criminal justice involvement; and their safety and potential for exploitation. Clinical case management includes not only assessment, therapy, rehabilitation, collateral contacts, and medication support services, but also intensive outreach and follow-up in the community, and case management brokerage services to link client to resources.

•□ **Collaborations and Transitions across Levels-of- Care**

BHS clients are often high users of multiple health and human services, including of behavioral health services across different levels of care (crisis, inpatient, jail, residential treatment, long-term care) within the BHS mental health and substance abuse systems-of-care. BHS requires that providers collaborate effectively in the transitions of clients across different modalities of healthcare (such as from psychiatric inpatient to outpatient care) to facilitate an effective, seamless and coordinated continuity of care.

•□ **Harm Reduction**

BHS abides by the harm reduction philosophy adopted by the San Francisco Health Commission, which promotes methods of reducing the physical, social, emotional, and economic harms associated with drug and alcohol use and other harmful behaviors on individuals and their community. Harm reduction methods and treatment goals are free of judgment or blame and directly involve the client in setting their own goals.

•□ **Continuous Quality Improvement**

BHS supports continuous quality improvement in patient experience, client outcomes, clinical quality and provider satisfaction. Initiatives that improve the quality of practices at the service delivery team, program, agency and system-of-care levels are encouraged. These include the use of evidence-based practices and practice-based knowledge.

•□ **Cost Containment**

BHS supports clients' wellness and recovery in the community, and in the most independent and least restrictive settings. Toward this end, BHS providers work with clients to stabilize periods of acute crisis and disability, and to reduce expensive incidences of psychiatric emergency, inpatient, locked and institutional care.

•□ **Utilization Management**

As required by Medi-Cal regulations, BHS has a set of policies and procedures for utilization management that evaluates the appropriateness and medical need for different modalities and levels-of-care of mental health services (such as outpatient, intensive case management, inpatient, day and residential treatment), and that authorizes service utilization.

• ☐ **Medi-Cal Compliance**

BHS providers must adhere to Medi-Cal regulations governing site and staff certifications, program and staff practices, including billing compliance, and clinical chart documentation standards.

• ☐ **Privacy**

BHS providers must comply with the Privacy-related policies of the San Francisco Department of Public Health (DPH) developed to comply with the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, and with other federal, state, and DPH-specific rules and regulations pertaining to patient confidentiality.

• ☐ **Meaningful Use of Electronic Health Record**

BHS requires its mental health providers to use the certified NetSmart Avatar electronic health record (EHR), and to have an in-house informaticist to oversee the accurate, effective and meaningful use of EHR to improve quality, safety and efficiency; ensure regulatory compliance; engage with clients and families; improve care coordination; maintain privacy and security of patient health information; improve client population health; and liaison and work in partnership with BHS IT to ensure consistent and reliable data outcome reporting.

• ☐ **Accessibility of Services (Americans with Disability Act)**

BHS providers must comply with Title II of the Americans with Disabilities Act, as well as with all other laws and regulations that require all programs offered through state and local governments to be accessible and usable to people with disabilities.

The specific Mental Health Outpatient modality services for which this RFP is seeking providers are described in Section II, Scope of Work, of this RFP.

B. Contract Term and Funding

Contracts awarded under this RFP/Q shall have an initial term of one and a half (1.5) years. At the end of the initial term, it is anticipated that the contract term will be extended by another three and a half years (3.5) years, for a maximum term of five (5) years.

Subsequent extensions to the contract terms may extend the contract for an additional five (5) years, subject to annual availability of funds and annual satisfactory contractor performance and the needs of the SFHN-BHS system. The City has the sole, absolute discretion to exercise these options

The maximum term for the contracts awarded under this RFP/Q may not exceed ten (10) years.

RFP/Q Authority	Contract Term	# Years	Term Begin	Term End
	Initial term	1.5 years	January 1, 2018	June 30, 2019
	Option 1	3.5 years	July 1, 2019	December 31, 2022
	Option 2	5.0 years	January 1, 2023	December 31, 2027
No more than 10 years	Total Contract Term	10.0 years	January 1, 2018	December 31, 2027

An estimated annual amount of **\$24,600,000** is available under this RFP for Regular Mental Health Outpatient programs. From within this above total annual amount, specific amounts have been set-aside to fund the following sets below of *specialized* mental health outpatient programming that bidders can specifically submit proposals to provide. These specialized programs, as well as the overarching regular programming for mental health outpatient programs, are described in the later Scope of Work section of this RFP.

1. ☐ **Broderick St. Mental Health Outpatient Program** – A final budget to be determined. An estimated budget is **\$1,680,000**.
2. ☐ **Deaf and Hard-of-Hearing Mental Health Outpatient Programming** – A final budget to be determined. An estimated budget is \$450,000.
3. ☐ **Supportive Housing Mental Health Outpatient Services** – A final budget to be determined. An estimated budget is **\$10,000,000**.
4. ☐ **COVER Mental Health Outpatient Program for Homeless Veterans** – A final budget to be determined. An estimated budget is \$195,000.
5. ☐ **Older Adult Mental Health Outpatient Programs** – A final budget to be determined. An estimated budget is \$2,300,000.
6. ☐ **NOVA Criminal Offenders Mental Health Outpatient Program** \$226,000.
7. ☐ **Mental Health Crisis & Urgent Care Clinic** \$1,500,000.

The estimated budget may increase or decrease depending on funding availability. Projected funding is dependent on available funds and DPH/BHS reserves its sole right to award all or a portion of funds available. DPH/BHS will award a contract to the top scoring qualified applicant of each service category. Upon the sole discretion of DPH/BHS, DPH/BHS may award multiple top scoring qualified applicants of a specific service category, depending upon the needs of the community and the needs of the project.

C. Schedule

The anticipated schedule for selecting a contractor is:

<u>Application Phase</u>	<u>Time</u>	<u>Date</u>
RFP notice emailed		August 16, 2017
RFP is issued by the City		August 17, 2017
Email Questions begin	12:00 Noon	August 17, 2017
RFP Amended & Re-Issued		August 23, 2017
Email Questions end	12:00 Noon	August 28, 2017
Pre-Proposal Conference	1:00pm – 2:30pm	August 31, 2017
Laguna Honda Hospital- 375 Laguna Honda Boulevard, Moran Hall (in the Old Building) 3rd Floor		
Non-Binding Letter of Intent due	12:00 Noon	September 15, 2017
Proposals Due	12:00 Noon	September 21, 2017
<u>Estimated Dates</u>		
Technical Review Panel	October 2017	
Selection and Negotiations	November 2017	
Contract Development & Processing	November – December 2017	
Service Start Date	January 1, 2018	

II. SCOPE OF WORK

This section describes in detail the Mental Health Outpatient Modality Services that are going to be contracted for.

This Scope of Work is to be used as a general guide, and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to provide Mental Health Outpatient Modality Services. Proposing teams may suggest specific scope of work in their proposal.

1. Outpatient Mental Health Modality Overview
2. Modes of Service Definitions
3. Guiding Service Delivery Principles for Outpatient Modality
4. Funding Specifications
5. Outpatient Set Asides

1. Outpatient Mental Health Modality Description

The Mental Health Outpatient modality is the mainstay of the BHS Mental Health System of Care, the level-of-care where majority of clients are served. It is where ongoing treatment and ultimate recovery in the community takes place over time.

All BHS mental health outpatient programs function in collaboration with the other BHS providers in other service modalities and other levels-of-care within a larger BHS system of behavioral health care – accepting referrals from other parts of the system (i.e. emergency, inpatient, institutional, residential, etc.) and exiting clients when clinically appropriate.

Mental Health Outpatient services include services designed to treat and provide intervention for clients experiencing serious psychiatric distress and resulting functional impairments. Services must be designed to address the needs of individuals with serious mental illness, the acuity, severity and chronicity of which varies by client and over time. The priority population is composed of those individuals with serious mental illness who have multiple and severe functional impairments and psychiatric symptoms that require ongoing mental health, rehabilitative and clinical case management services. Services are intended to reach the most disenfranchised, poor and indigent populations who would not otherwise have access to mental health care. Their behavioral health problems may come with co-occurring disorders, repeated use of emergency services, homelessness, institutional care, involvement with the criminal justice system, grave disability or severe risk to self or others. Providers are expected to implement a treatment process by which client acuity and risk, treatment plan progress, and therapeutic interventions are continually assessed. Service plans must clearly address impairments and risks resulting from the client's psychiatric condition, and outline goals, objectives and interventions toward positive outcomes and recovery.

Outpatient services are to be delivered in a clinical case management service delivery model, which looks at the client as a whole-person in their psychosocial environment, taking into account not only their psychiatric condition, but also the effects of this condition on their: ability to function in the community; housing situation; family life; social relations and environment; physical health; employment; education; finances; socio-economic situation; legal and criminal justice involvement; and their safety and potential for exploitation. Therefore, this clinical case management service delivery model provides not only assessment, therapy, rehabilitation services and collateral contacts, but also outreach and case management/brokerage services to link the client with necessary community resources and services such as housing and/or healthcare which are necessary to address the client's psychiatric condition, improvement in functioning and their overall recovery. Given that BHS serves individuals with the most serious mental illness, there will be times when outpatient services are expected to provide intensive outreach and follow-up in the community.

Outpatient Mental Health programs are to be located in the various neighborhoods and diverse communities throughout San Francisco, and must be sensitive and responsive to the needs of the diverse populations served: all age groups from Transitional Youth (ages 18-24) to Adults and Older Adults, all races and ethnicities (including populations with languages other than English), sexual preferences and gender identities.

Outpatient programs are expected to accomplish this by utilizing the following service functions.

2. Outpatient Modes of Service Definitions

Definitions of mental health billable service unit(s) from the California Code of Regulations, Title IX are as follows:

Assessment

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Plan Development

“Plan Development” means a service activity which consists of development of client plans, approval of client plans, and / or monitoring of a beneficiary's progress.

Mental Health Services

“Mental Health Services” means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Therapy

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Rehabilitation

“Rehabilitation” means a service activity which includes assistance in improving, maintaining, or restoring a beneficiary’s or group of beneficiaries’ functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and / or medication education.

Collateral

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

Case Management

“Targeted Case Management” (Case Management / Brokerage) means services that assist a beneficiary to access need medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are or limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who are not eligible to deliver crisis stabilization or who are eligible, but deliver the service at a site other than a provider site that has been certified by the department or a Mental Health Plan to provide crisis stabilization.

Medication Support Services

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications of biologicals which are necessary to alleviate the symptoms of mental illness. The series may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and / or assessment of the beneficiary.

Mode 45

Services to unregistered clients.

Mode 60/78

Wrap around services, including, for example, supportive housing, housing-related services in client-bed-day units of services.

3. Guiding Service Delivery Principles for Mental Health Outpatient Modality

Along with the general principles described in the above Introduction General Section I of this RFP, that govern all mental health services provided by under the BHS Adult/Older-Adult Systems-of-Care, the specific principles described below additionally govern BHS Mental Health Outpatient Modality services.

In addition to the following Section I-described BHS A/OA SOC general principles of:

- *Wellness & Recovery*
- *Client Satisfaction*
- *Staff and Provider Satisfaction*
- *Client-Outcomes Oriented*
- *Cultural and Linguistic Competence*
- *Trauma-Informed System of Care*
- *Integrated Care*
- *Access to Services*
- *Priority to Individuals with Serious Mental Illness*
- *Clinical Case Management*
- *Collaborations and Transitions across Levels-of- Care*
- *Harm Reduction*
- *Continuous Quality Improvement*
- *Cost Containment*
- *Utilization Management*
- *Medi-Cal Compliance*
- *Privacy*
- *Meaningful Use of Electronic Health Record*
- *Accessibility of Services (Americans with Disability Act)*

BHS mental health outpatient services must additionally subscribe to the following outpatient-modality specific principles:

• Availability of Medication Support Services

Qualified providers of mental health outpatient services under contract with BHS must show adequate capacity to provide, and/or ability to link clients, to psychiatric medication support services, which are essential component services needed for the treatment of individuals with serious mental illnesses.

• Program Utilization Review and Quality Committee

Providers will be delegated by BHS the function of authorizing outpatient mental health services to beneficiaries by assessing if potential clients meet medical necessity criteria for Medi-Cal specialty mental health services, defined as having an included DSM5 mental health diagnosis, significant functional impairment resulting from the mental health condition, and need for treatment and rehabilitation services unable to be provided in primary care. Providers must establish a Program Utilization Review and Quality Committee to regularly perform this delegated utilization authorization function, following BHS policy and procedures..

•☐ **Advanced Access**

BHS mental health outpatient programs are required to implement Advanced Access by providing same-day, walk-in initial appointments for clients, during office hours from Monday through Friday. Outpatient programs shall match daily appointment availability with client demand at the front door. At the initial appointments, clients' needs are assessed, urgent or crisis care is provided when indicated, and follow-up treatment arranged if needed.

•☐ **Ability to Conduct Outreach to Clients**

Outpatient mental health programs must have the capacity to conduct outreach outside of the program site to assess and re-engage into treatment clients who are in acute or psychiatric crisis, needing and benefitting from such outreach, as appropriate.

•☐ **Gold Card Access for Clients Referred from Psychiatric Hospitalization**

Mental health outpatient programs must be able to immediately assign a case manager for clients being discharged from a psychiatric inpatient hospital, and provide the client an appointment with the assigned case manager within five calendar days of discharge.

4. Funding Specifications:

Submission to this RFP must indicate cost efficiency in service delivery by clearly delineating the number, type and rates of services to be provided, as well as the number of unduplicated clients.

All programs funded through this program will be expected to bill Medi-Cal specialty mental health federal participation for provision of covered services to the extent that the target population includes Medi-Cal eligible clients. Programs certified or able-to-be-certified for Mental Health Short-Doyle Medi-Cal or EPSDT will receive funding priority.

5. Set Aside Outpatient Funding:

In addition, included in this modality section are solicitations for distinct proposals to provide specialized outpatient programming for the following services below.

Applicants to this RFP must indicate in their application if they are bidding to provide any of these specialized outpatient programming services below.

a.☐ Broderick St. Mental Health Outpatient Program

b.☐ Deaf and Hard of Hearing Mental Health Outpatient Programming

- c. ☐ Supportive Housing Mental Health Outpatient Services
- d. ☐ COVER Mental Health Outpatient Program for Homeless Veterans
- e. ☐ Older Adult Mental Health Outpatient Programs
- f. ☐ NOVA Criminal Offenders Mental Health Outpatient Program
- g. ☐ Mental Health Crisis & Urgent Care Clinic

And aside from the above bulleted list of specialized mental health outpatient programming (each described in detail below) for which RFP responders can indicate in their applications that they are specifically bidding to provide, all general bidders to this mental health outpatient RFP must demonstrate in their applications their ability to serve diverse client populations, across all ages (18 and older), ethnicities, languages, genders, and sexual preferences, and including target populations impacted severely by mental illness, such as individuals with mental illness who are psychiatrically hospitalized, institutionalized, rendered homeless or involved with the criminal justice system as a result of their mental illness. Mental health outpatient programs will also be funded in various neighborhoods in the city.

Funding Set-Asides:

Broderick Street Mental Health Outpatient Program

Behavioral Health Services has set aside funding to provide an outpatient mental health service to 33 residents who are being served at the Broderick Street Adult Residential Facility, a board and care facility funded through the San Francisco Department of Public Health. This facility provided permanent housing 24-hours a day, 7 days a week to 33 residents with psychiatrically and medically complex conditions.

To help ensure the safety, care, and stability of Broderick Street residents in the community, BHS has set aside funds to support a residential-based mental health services component for Broderick Street. This component includes outpatient mental health services provided on-site at Broderick Street, including, but not limited to, assessment, medication evaluation, psychiatry visits, counseling and therapy, case management, group therapy, crisis intervention, and adjunct medical support services such as nursing and medication support.

The residential mental health and medical service component provided on-site is not similar in structure and frequency to those that would typically be provided at other BHS outpatient clinics. Broderick Street services are more intensive; the counselor's caseload is lower; there are several nurses working on-site; and services are provided Monday through Sunday, mornings to evenings. Providing the mental health and medical support services empowers consumers to transition from inpatient, locked and/or long-term facilities to Broderick Street and live safely in the community.

Behavioral Health Services will fund one provider to serve Broderick Street residents.

Therefore, the costs of providing the medical, as well as the board-and-care and housing-operations related staffing and expenses, are to be included in program proposals put forward under this Broderick Street Mental Health Outpatient Program. The board-and-care housing and the medical services provided, separate from the mental health outpatient

services provided, can be claimed via client-bed-day units of services. The proposed budgets submitted under this Broderick Street set-aside will include any board-and-care housing-related and medical service costs claimable via client-bed-day units, or other via other non-mental-health outpatient units of services

Proposers must meet all proposal requirements for mental health outpatient services outlined in this section.

Deaf and Hard of Hearing Mental Health Outpatient Programming

Behavioral Health Services is setting aside funding toward culturally-sensitive and language-accessible, integrated mental health and substance abuse outpatient treatment services for deaf, hard of hearing, and late deafened individuals and their family members/significant others residing in San Francisco County.

Supportive Housing Mental Health Outpatient Services

BHS is setting aside funding to provide mental health services on site at the supportive housing programs to assist clients to maintain their housing. These mental health services can be provided at SROs, master leased buildings, buildings owned by providers or leased independent cooperative living apartments. **The costs of providing rental/housing subsidies, housing-milieu case management services (including to Avatar-unregistered clients of the supportive housing programs), and housing-operations related staffing and expenses, are to be included in program proposals put forward under this Supportive Housing Mental Health Outpatient Services funding set-aside, in recognition of providers proposing to provide a comprehensive supportive housing service, that includes actual provision of housing, within which the supportive housing mental health outpatient services are based. Housing services provided, separate from mental health outpatient programs, can be claimed via client-bed-day units of services. The proposed budgets submitted under this set-aside will include any housing-related service costs claimable via client-bed-day units.**

COVER Mental Health Outpatient Program for Homeless Veterans

BHS is setting aside funding from the Sheriff's Department to provide outreach and short-term mental health services to homeless veterans while they are housed at the San Francisco County Jail #5 and upon discharge. The COVER Program delivers case management services to assist incarcerated veterans with access to housing transition, treatment, medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Individual and group therapies and interventions provided while clients are in custody are designed to reduce recidivism and mental disability. Services should focus on improving the functioning of clients consistent with the program goals of independent living and enhanced self-sufficiency.

Older Adult Mental Health Outpatient Programs

Via set-aside funding, BHS seeks proposals to provide mental health outpatient services for BHS *older-adult clients* living in the older-adult BHS *service catchment areas* 2, 4 and 5. These service-catchments cover the following respective areas:

- Catchment 2: Western Addition/area bounded by Geary-Gough-Market-Stanyan-Marina-Presidio
Catchment 4: North of Market/Tenderloin/South of Market
Catchment 5: Richmond and Sunset Districts

NOVA Criminal Offenders Mental Health Outpatient Program

Funding in this RFP has been set-aside to provide mental health outpatient services to individuals involved in the criminal justice system as a result of their mental health conditions. The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. This special mental health outpatient programming will collaborate with NOVA case management programs, the Sheriff's Department, Behavioral Health Court, Jail Psychiatric Services, and other collateral agencies. Proposers must include supported employment programming that addresses that help clients with the discrimination they face for their mental health issues and criminal justice histories, by promoting recovery through employment, in collaboration with the state Department of Rehabilitation. This program must be able to serve both males and females, including addressing the needs of an ever-increasing female mentally ill offender population

Mental Health Crisis & Urgent Care Clinic

Set-aside funding is available for the provision of psychiatric crisis and urgent care services to San Francisco residents, via a mental health crisis clinic. This program will serve clients needing urgent interim or stabilization medications prior to beginning services at regular outpatient mental health clinics. The program is to accept community referrals and walk-ins. Services are also designed to prevent unnecessary hospitalization. Crisis contacts are 90-day services, allowing for symptom stabilization, appropriate transitional care and linkage to outpatient and other community services.

III. PROPOSAL SUBMISSION REQUIREMENTS

Failure to provide any of the following information or forms may result in a proposal being disqualified.

A. Minimum Agency Requirement

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

Proposers must submit up to **three (3)** pages summarizing how they meet the requirements detailed on pages 13-14 of this RFP. Requested documents such as financial documents and monitoring reports are not counted toward the five-page limit.

For All Medi-Cal and or Medicare Services

- a. ☐ Current Mental Health Medi-Cal and/or Medicare provider, or evidence of ability to obtain mental health Medi-Cal certification and/or become a Medicare provider

(including availability of required licensed staff, knowledge of billing and documentation requirements). Proof of submission for Medi-Cal certification

This documentation does not count against the *Minimum Requirements Narrative* three-page limit.

- b. ☐ At least three years of experience providing behavioral health services (i.e., mental health and/or substance abuse services) including treatment services to dually diagnosed clients (substance abuse/mental or emotional disorder) to target population, including working collaboratively with families, support systems, other agencies/providers on and off site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long term care to engage with needed services and where applicable, providing wrap-around services.
- c. ☐ Verifiable experience in documentation of mental health services meeting State and local documentation requirements.
- d. ☐ Working site control or ability to obtain certifiable site in timely manner.
- e. ☐ Possession of appropriate facility license or evidence of ability to obtain in a timely manner such licenses as required to operate program. No contracts for programs requiring licensure can be awarded without the required licensure.

Specifically for Mental Health Outpatient Services

- 1. ☐ At least three years of verifiable experience providing a range of outpatient mental health services, including in caseload management, development of exit strategies, and utilization management systems.
- 2. ☐ Staff qualified, experienced and able to operate outpatient services and provide mental health services including assessments, individual and group therapy, brief treatment, collateral services, etc, medication support services individually and in groups, intensive case management services, and crisis intervention services. For adults/older adults, such outpatient service provision will support client recovery.
- 3. Demonstrated knowledge in providing requested service to target population with specialty focus.

Financial Documents (Attachment only)

Proposers must provide one copy of the organization's two (2) most recent financial audits (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16). If there are any adverse or qualified opinions, a proposer may be subject to further reviews of past audits to determine status of recommendations or any corrective actions taken at the sole, absolute discretion of the City. The Department will refer to and consider current Corrective Action Plans for existing Department Contractors.

These requested fiscal documents will not count toward the *Minimum Requirements Narrative* three-page limit.

To insure overall fairness, the Department will send all submitted proposals for proposal review. This does not waive minimum requirements for winning proposers. Rather, all proposers tentatively selected for an award will be required to demonstrate compliance with the minimum requirements prior to related contracts negotiations.

B. Non-Binding Letter of Intent

Prospective proposers are required to submit a Letter of Intent (LOI) on their agency's letterhead stationery to the DPH Office of Contracts Management and Compliance by 12:00 p.m., on **September 15, 2017, 2017**, to indicate their interest in submitting a proposal under this RFP. Such a letter of intent is non-binding and will not prevent acceptance of an agency's proposal and neither commits and agency to submitting a proposal. See [Appendix A1-c](#).

Letter of Intent can be emailed to sfdphcontractsoffice@sfdph.org or mailed at the address below.

C. Time and Place for Submission of Qualifications

Applications must be received by **12:00 p.m., on September 21, 2017**. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with SF DPH Office of Contracts Management, or mailed to:

**Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management
1380 Howard St. Rm. 421
San Francisco, CA 94103**

Applicants shall submit **one (1) original** and **six (6)** copies of the application, and one (1) copy, separately bound, of required CMD Forms in a sealed envelope clearly marked **“RFP 8-2017 – Mental Health Outpatient Programs (Regular Programs)”** to the above location. The original copy of the proposal must be clearly marked as **“ORIGINAL”** and emailed to the contracts office at sfdphcontractsoffice@sfdph.org. Applications that are submitted by facsimile, telephone or electronic mail (besides the original proposal) will not be accepted. Late submissions will not be considered.

D. Late Submissions

Submissions are due at 12:00 P.M. on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the 12:00 P.M. deadline but before 12:01 P.M. the following day may be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 P.M. of the second day. Decisions of the Director of Health to accept or reject the submission 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 submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

E. Format

All submission must be typewritten on standard recycled paper with an easy to read 12-point font such as *Arial* or *Times New Roman* and one-inch margins. Please print on double-sided pages to the maximum extent possible (note that one, double-sided page is the equivalent of two proposal pages when meeting program proposal page limits). Please bind your proposal with a binder clip or single staple. Please do not submit your proposal in a three-ring binder or bind your proposal with a spiral binding, glued binding, or anything similar that prevents easy duplication. You may use tabs or other separators within the proposal. Please number pages and include a Table of Contents. Only requested attachments are accepted. Do not add additional attachments/documents that the RFP did not request.

Note: Proposals over the page limit will be declared non-responsive and will not be forwarded to the review committee. Please make sure you adhere to the page limits.

Please organize your proposal content as follows:

One copy – separately bound:

1. ☐ Cover page ([Appendix A-1a](#))
2. ☐ Minimum Agency Requirement – 3 pages. See Section A, pages 13-14 including Financial Documents
3. ☐ Contract Monitoring Division – [Appendix A-1a](#) CMD Form # 3 only (Non-Discrimination Affidavit). If this form is not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310.

1 original + 6 copies:

1. ☐ Agency Cover page ([Appendix A-1a](#))
2. ☐ Table of Contents (optional)
3. ☐ RFP Form # 1 – Solicitation and Offer Form (filled and signed) [Appendix A-1a](#)
4. ☐ RFP Form # 2 – Contractual Record Form (filled) [Appendix A-1a](#)
5. ☐ Introduction and Executive Summary – 1 page;
6. ☐ Program Qualification – up to 5 pages
7. ☐ Project Approach (Description of MH Outpatient Programming) – up to 10 pages
8. ☐ Performance Management – up to 2 pages
9. ☐ Budget Forms [Appendix A-1b](#) and Budget Narrative up to 2 pages and;
10. ☐ Prior Performance (monitoring reports, attachment only)

F. Proposal Content

Failure to provide any of this information or forms may result in a proposal being disqualified.

Agencies interested in responding to this RFP must complete the required forms and describe how it meets the Minimum Agency Requirement and provide the required information using the proposal content below:

1. Required Forms *Appendix A1-a*

- i. ☐ RFP Form#1-Solicitation and Offer & RFP Form # 2 Contractual Record Form
- ii. ☐ CMD Form 3: Contract Monitoring Division – *Appendix A-1a* CMD Form # 3 only (Non-Discrimination Affidavit). If this form is not returned with the proposal, the proposal maybe determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310.

2. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

3. Program Qualification (up to 5 pages)

Proposers must describe the following program qualification in their proposal using the outline below:

- a. Describe your agency's experience providing a range of *outpatient* mental health services, including in caseload management, development of exit strategies, and utilization management systems. If applying for specialty focus, demonstrated knowledge in providing requested service to target population with specialty focus.
- b. Describe your agency's experience providing behavioral health services in general (i.e., mental health and/or substance abuse services), including treatment services to individuals with serious mental illness, including to dually diagnosed clients (substance abuse/mental or emotional disorder), and including working collaboratively with families, support systems, other agencies/providers on and off site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long term care, who are homeless, involved in the criminal justice system due to their mental illness, and cycling through acute and emergency health services, to successfully engage such clients with needed services.
- c. Describe your agency's experience of being a current Mental Health Medi-Cal and/or Medicare provider, or evidence of ability to obtain mental health Medi-Cal certification and/or become a Medicare provider.
- d. Describe your agency's experience in documentation of mental health services meeting State and local documentation requirements.
- e. Describe your agency's qualification. How your staff are qualified, experienced and able to operate outpatient services and provide mental health services including assessments, individual and group therapy, brief treatment, collateral services, etc., medication support services individually and in groups, intensive case management services, and crisis intervention services. For adults/older adults, such outpatient service provision will support client recovery.

4. Project Approach -Description of Mental Health Outpatient Programming
(up to 10 pages)

Describe the services and activities that your firm proposes to provide to the department using the outline below:

- f.** Describe your agency's treatment approach, continuum of services, and service strategies, including adherence to Wellness-Recovery and service delivery principles of BHS A/OA SOC.
- g.** Describe your agency's programming, how it meets the high level of treatment and service needs of the target population with severe and chronic mental illness adults/older adults with co-morbid conditions and resultant significant functional impairments.
- h.** Describe your agency's client outreach and engagement strategies, including excellence in customer service, agency capacity to stay open to see and effectively serve clients are part of county public safety net.
- i.** Describe your agency's program's client triaging, clinical decision making, flow through treatment, and discharge planning to assist clients in stepping-up or stepping-down throughout the service spectrum.
- j.** Describe your agency's program's ability, and strategies employed, to access the supportive services that consumers may need to achieve plan of care goals, as outlined in this RFP (e.g., substance abuse treatment, primary care, housing, income generation), including any collaborative partnerships with other health and human services agencies.

Please make sure that you include the following information in your description:

- i. ☐ Description of services to be delivered;
- ii. ☐ How the Wellness/Recovery approach will be implemented in the program;
- iii. ☐ How the program will be client-outcomes oriented
- iv. ☐ How the program will engage with clients successfully
- v. ☐ How the program will deliver client-centered and welcoming services.
- vi. ☐ How integrated healthcare will be provided (to include substance abuse and primary care issues)
- vii. ☐ How the program will ensure that clients are able to receive psychiatric medication evaluation and services as needed
- viii. ☐ How the program will ensure timely access to services
- ix. ☐ How the program will collaborate with other behavioral health programs to facilitate level-of-care transitions, such as to and from the hospital or jail
- x. ☐ How the program will implement continuous quality improvement
- xi. ☐ How the program will conduct utilization management
- xii. ☐ How the program will ensure client chart documentation and other regulatory compliance

5. Performance management (up to 2 pages)

Describe the following:

- k.** Program quality improvement practices
- l.** Use of Adult Needs & Strengths Assessment, and other outcomes measurement data, to monitor effectiveness of service delivery at the client and program-wide levels.
- m.** Identified performance outcome benchmarks and targets. Goal-setting toward improvement.

6. Budget Forms and Budget Narrative

Please complete the attached DPH Budget Forms to detail costs associated with this RFP. Please submit a 12 months budget using these forms. (See attachment [Appendix A-1b](#)).

Please include a separate Budget Narrative (no more than two (2) pages):

- i. ☐ Demonstrating that the proposed budget is cost effective and reasonable for providing services proposed under this RFP and that indirect costs specified are within the 15% City and County of San Francisco's guidelines for allowable indirect costs from DPH and federal or state grantors and provide sufficient overhead to manage the proposed program of which 15% may be billed to DPH;
- ii. ☐ Justifying the proposed budget and detailing out the costs, what the number in the budget forms represent and how you arrived at them, what it will accomplish. The detailed your budget narrative is, the easier is to understand the budget spreadsheet.

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any applications that are not responsive to this request.

7. Prior Performance (Attachment)

Proposers must demonstrate that they have a record of consistent quality service delivery for five (5) prior fiscal years in providing mental health outpatient treatment services or specialized mental health outpatient programming. Proposers must provide the organization's two (2) most recent monitoring reports or copies of actual contracts (for non DPH providers). If an agency has a Corrective Action Plan, copies of the most recent Corrective Action Plan must be submitted.

Note: The Department will refer to current Corrective Action Plans on file and will consider any related correspondence in regards to Corrective Action Plans for existing DPH contractors in making funding awards.

IV. EVALUATION AND SELECTION CRITERIA

For all proposals, the Minimum Agency Requirements will be reviewed first; applications that do not submit complete documentation meeting the minimum requirements may not have their application forwarded for review. The department may request for additional clarification or may determine the application as non-responsive.

Project proposals meeting minimum agency requirements will be evaluated and scored using the “Proposal Scoring Criteria” (see next page) by a selection committee made up of individuals with expertise in the mental health outpatient treatment services for which the proposal is submitted, as well as quality improvement and evaluation staff, consumers of service and family members, and financial management staff.

The City and County intends to evaluate the proposals generally in accordance with the criteria itemized below.

A. Selection Criteria

Total Points Available from Written Proposal: 220 Points

Written Proposal Evaluation Criteria Scoring:

- 1. Submission Guidelines – 5 Points**
- 2. Program Qualifications – 55 Points**
- 3. Description of Mental Health Outpatient Programming – 50 Points**
- 4. Performance Management – 30 Points**
- 5. Budget – 20 Points**
- 6. Financial Management Capacity and Fiscal Integrity – 30 Points**
- 7. Prior Performance – 30 Points**

PROPOSAL SCORING CRITERIA

1. Submission Guidelines 5 Points

Did the applicant follow the submission requirement guidelines and format listed in section III page 14 - 17? Are all submissions complete using the submission templates, are they within the page limits, using 12 point Times New Roman font, one inch margins, double spaced and on double sided, recycled pages?

2. Mental Health Outpatient Program Qualifications 55 Points

Does the applicant demonstrate the following?

- a.** Experience providing a range of *outpatient* mental health services, including in caseload management, development of exit strategies, and utilization management systems. If applying for specialty focus, demonstrated knowledge in providing requested service to target population with specialty focus. **(15 points)**
- b.** Experience providing behavioral health services in general (i.e., mental health and/or substance abuse services), including treatment services to individuals with serious

mental illness, including to dually diagnosed clients (substance abuse/mental or emotional disorder), and including working collaboratively with families, support systems, other agencies/providers on and off site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long term care, who are homeless, involved in the criminal justice system due to their mental illness, and cycling through acute and emergency health services, to successfully engage such clients with needed services. **(5 points)**

- c. Experience of being a current Mental Health Medi-Cal and/or Medicare provider, or evidence of ability to obtain mental health Medi-Cal certification and/or become a Medicare provider. **(10 points)**
- d. Experience in documentation of mental health services meeting State and local documentation requirements. **(15 points)**
- e. Staff qualified, experienced and able to operate outpatient services and provide mental health services including assessments, individual and group therapy, brief treatment, collateral services, etc., medication support services individually and in groups, intensive case management services, and crisis intervention services. For adults/older adults, such outpatient service provision will support client recovery. **(10 points)**

3. Description of Mental Health Outpatient Programming **50 Points**

- a. Treatment approach, continuum of services, and service strategies, including adherence to Wellness-Recovery and service delivery principles of BHS A/OA SOC. **(10 points)**
- b. Programming meets the high level of treatment and service needs of the target population with severe and chronic mental illness adults/older adults with co-morbid conditions and resultant significant functional impairments. **(10 points)**
- c. Client outreach and engagement strategies, including excellence in customer service, agency capacity to stay open to see and effectively serve clients are part of county public safety net. **(10 points)**
- d. Program's client triaging, clinical decision making, flow through treatment, and discharge planning to assist clients in stepping-up or stepping-down throughout the service spectrum. **(10 points)**
- e. Program's ability, and strategies employed, to access the supportive services that consumers may need to achieve plan of care goals, as outlined in this RFP (e.g., substance abuse treatment, primary care, housing, income generation), including any collaborative partnerships with other health and human services agencies. **(10 points)**

4. Performance Management **30 Points**

- a. Program quality improvement practices **(10 points)**
- b. Use of Adult Needs & Strengths Assessment, and other outcomes measurement data, to monitor effectiveness of service delivery at the client and program-wide levels. **(10 points)**
- c. Identified performance outcome benchmarks and targets. Goal-setting toward improvement. **(10 points)**

5. Budget 20 Points

- a. Is the proposed budget is cost effective and reasonable for providing services proposed under this RFP and that indirect costs specified are within the 15% City and County of San Francisco's guidelines for allowable indirect costs from DPH and federal or state grantors and provide sufficient overhead to manage the proposed program of which 15% may be billed to DPH) ?
- b. Does the Budget Narrative include justification of proposed budget detailing out the costs, what the number in the budget forms represent and how you arrived at them, what it will accomplish?

6. Financial Management Capacity and Fiscal Integrity 30 Points

Proposer's Financial Management and Fiscal Integrity (as evidenced by citywide or DPH monitoring report, corrective action plans, unqualified audit opinions,)

7. Prior Performance 30 Points

Proposer's Prior Performance (as evidenced by DPH monitoring report, corrective action plans, and contractual record).

TOTAL EVALUATION/SCORING CRITERIA POINTS POSSIBLE: 220 points

**V. EMAIL QUESTION PERIOD, PRE-PROPOSAL CONFERENCE
AND CONTRACT AWARD**

A. Email Question Period

All questions and requests for information must be received by electronic mail and will be answered few days after the end of the E-Question period, by electronic mail, to all parties who have requested and received a copy of the RFP. The questions will be answered by program staff. This is the only opportunity applicants can ask direct questions regarding the services mentioned

in this RFP. All questions are to be directed to the following e-mail address:

sfdphcontractsoffice@sfdph.org

E-mailed questions may only be submitted from August 17, 2017 until 12:00 P.M. August 28, 2017. Follow up questions or requests for interpretation will be only be accepted at the Pre-Proposal Conference in person. Additional questions will not be accepted via email after 12:00 PM on **August 31, 2017**. If you have further questions regarding the RFP, please attend the pre-proposal conference.

B. Pre-Proposal Conference

Proposers are encouraged to attend a Pre-Proposal conference on:

Date: Thursday, August 31, 2017
Time: 1:00 p.m. to 2:30 p.m.
Location: Laguna Honda Hospital and Rehabilitation Center
375 Laguna Honda Boulevard, San Francisco, CA 94116
Moran Hall (in the Old Building) 3rd Floor
Please note: parking is very limited

Follow up questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please email the contracts office at sfdphcontractsoffice@sfdph.org.

The City will keep a record of all parties who request and receive copies of the RFP.

Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Department of Public Health. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after 3:30pm August 30, 2016.

C. Contract Award

The Department of Public Health, will issue Notices of Intent to Award to the selected Proposer with whom DPH staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Department in its sole discretion may terminate negotiations with the recommended Proposer and begin contract negotiations with the next recommended Proposer.

The City and County intends to award contracts to agencies that it considers will provide the most cost effective program services. The City and County reserves the right to accept other than the lowest price offer and to reject any proposals that are not responsive to this request.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

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

Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St. 4th Floor, # 421
San Francisco, CA 94103
Phone (415) 255-3504
Email: sfdphcontractsoffice@sfdph.org

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices (Addenda)

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal or commencement of a revision process extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- ☐ The officer's re-election campaign;
- ☐ A candidate for that officer's office;
- ☐ A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include:

- A vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and
- A city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- ☐ Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- ☐ Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- ☐ Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581- 2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs 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. Public Access to Meetings and Records

If a proposer 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 proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. ☐ Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. ☐ Reject any or all proposals;
3. ☐ Reissue a Request for Proposals;
4. ☐ Prior to submission deadline for proposals, 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 RFP, or the requirements for contents or format of the proposals;
5. ☐ Procure any materials, equipment or services specified in this RFP by any other means; or
6. ☐ Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise (LBE) Goals and Outreach

The LBE Goal is deleted due to Federal Funds/State Funds being used in the funding mix for this RFP. Department note on certified LBE's. The City strongly encourages proposals from qualified and certified LBE's or the inclusion of certified LBE's in your project team. A list of certified LBE's can be found at: www.sfgsa.org. For information on becoming a certified LBE, visit www.sfgsa.org.

VII. CONTRACTS REQUIREMENTS

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in [Appendix A-3](#). Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§Article 10.5 "Nondiscrimination; Penalties" in the Agreement); the Minimum Compensation Ordinance (§Article 10.7 "Requiring Minimum Compensation for Covered Employee" in the Agreement); the Health Care Accountability Ordinance (§Article 10.8 "Requiring Health Benefits for Covered Employees" in the Agreement); the First Source Hiring Program (§Article 10.9 "First Source Hiring Program" in the Agreement); and applicable conflict of interest laws (§Article 10.2 "Conflict of Interest" in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at www.sfgsa.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 701-4857.

F. Conflicts of Interest

The successful proposer 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 proposer 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 proposer 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 proposer that the City has selected the proposer.

G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

1. ☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; *
2. ☐ A Business Associate subject to the terms set forth in Appendix A-3 "HIPAA for Business Associates Exhibit"; †
3. ☐ Not Applicable, Contractor will not have access to Protected Health Information.

H. Insurance Requirements

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City. (Requirements are listed in Appendix A-3 and are available for download at the Departments RFP/Q center <http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>)

I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)

Effective June 1, 1997, the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item

1 "Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA.

2 "Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.

B, or visit the Contract Monitoring Divisions website at www.sfgsa.org.

J. Vendor Credentialing at Zuckerberg San Francisco General Hospital.

It is the policy of Zuckerberg San Francisco General Hospital to provide quality client care and trauma services with compassion and respect, while maintaining client privacy and safety. SFGH 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 SFGH personnel. However, the primary objective of SFGH is client care and it is therefore necessary for all HCIRs to follow guidelines that protect client rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of 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 SFGH 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 SFGH. 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.

VIII. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to 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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision

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

C. Delivery of Protests

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:

Director of Contract Management and Compliance
101 Grove Street, Room 307
San Francisco, CA 94102
Fax number: (415) 554-2555



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 #: 251131

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
Reanna Albert	628-271-6198
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Hyde Street Community Services, Inc.	TELEPHONE NUMBER (415) 673-5700
STREET ADDRESS (including City, State and Zip Code) 815 Hyde Street, San Francisco, CA 94109	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 251131
DESCRIPTION OF AMOUNT OF CONTRACT \$38,789,762		
NATURE OF THE CONTRACT (Please describe) Provide mental health services.		

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	Swift	Christina	Board of Directors
2	Gosehehr	Kaitlyn	Board of Directors
3	Fong	Marissa	Board of Directors
4	Cutts	Julia	Board of Directors
5	Lauer	Sandra	Board of Directors
6	Mrkonic	Kelsey	Board of Directors
7	Azulay	Joanne	Other Principal Officer
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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.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	DATE SIGNED
---	--------------------



City and County of San Francisco
Daniel Lurie, Mayor

San Francisco Department of Public Health

Daniel Tsai
Director of Health

November 10, 2025

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 Hyde Street Community Services, Inc. in the amount of \$38,789,762.

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
- Original Agreement
- Amendment 1
- Proposed Amendment 2
- Form SFEC-126
- RFP 08-2017 and RFP 11-2017
- PSC 40587-17/18

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Daniel Tsai, Director of Health
Jenny Louie, 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 ~

reanna.albert@SFDPH.org – office 621-271-6178 – fax 415 252-3088
101 Grove Street, Room 410, San Francisco, CA 94102
