

File No. 180416

Committee Item No. 17

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 20, 2018

Board of Supervisors Meeting:

Date: _____

Cmte Board

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input 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 type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Prepared by: John Carroll

Date: June 15, 2018

Prepared by: John Carroll

Date: _____

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

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

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

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

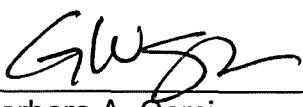
14 WHEREAS, A copy of the original agreement is on file with the Clerk of the Board
15 of Supervisors in File No. 180416, which is hereby declared to be a part of this resolution
16 as if set forth fully herein; now, therefore, be it

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

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

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

5 RECOMMENDED:
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8 _____
9 Barbara A. Garcia
10 Director of Health


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CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
 FAX (415) 252-0461

June 15, 2018

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst 

SUBJECT: June 20, 2018 Government Audit and Oversight Committee Meeting

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<p>Item 17 File 18-0416</p>	<p>Department: Department of Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> • The proposed resolution would approve a new agreement between the Department of Public Health and Crestwood Behavioral Health for long-term mental health services in a 24-hour locked facility. The agreement is for five years from July 1, 2018 through June 30, 2023 in an amount not to exceed \$77,280,000. The agreement includes one five-year option to extend the agreement from July 1, 2023, through June 30, 2028. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> • In anticipation of the June 30 2018 agreement expiration, the Department of Public Health issued a competitive Request for Proposals (RFP) in November of 2017 to provide psychiatric care to adults and older adults in a locked licensed facility, Skilled Nursing Facility, and/or Mental Health Rehabilitation Center within the San Francisco Bay Area. The Department of Public Health received proposals only from Canyon Manor (Novato, California), and Crestwood Behavioral Health Inc. (statewide). Both agencies were selected, based on the solicitation submissions, which met minimum qualifications. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> • Under the proposed agreement with Crestwood, the Department of Public Health estimates an average census of 203 adults in nine facilities.¹ The rate per day varies at each of the nine facilities based on the type of facility and level of care that is required. • The five year budget of \$77,280,000 is based on annual expenditures of approximately \$13,800,000 and a 12 percent contingency, as shown in Table 2 below. • Funding for the proposed agreement comes from State Realignment and General Fund monies. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

¹ The census projections are based on average census at each of these facilities over the prior ten years. The proposed new agreement between the Department of Public Health and Crestwood adds three new facilities, which may result in increased average census over the term of the agreement.

MANDATE STATEMENT

In accordance with Charter Section 9.118(b), any agreements requiring anticipated expenditures by the City of \$10,000,000 are subject to approval of the Board of Supervisors by resolution.

BACKGROUND

In 2008, the Department of Public Health (DPH) entered into an agreement with Crestwood Behavioral Health Services (Crestwood) to provide long-term mental health services in a 24-hour locked facility to San Francisco residents aged 18-60 who have a diagnosed mental illness. The agreement was awarded in a total agreement amount of \$48,787,156 and a term of October 1, 2008 through June 30, 2013 with five one-year options to extend the agreement through June 30, 2018. The Board of Supervisor approved an increase in the agreement to \$51,728,151 and exercise of the five one-year options to extend the agreement through June 2018.

In anticipation of the June 30 2018 agreement expiration, the Department of Public Health issued a competitive Request for Proposals (RFP) in November of 2017 to provide psychiatric care to adults and older adults in a locked licensed facility, Skilled Nursing Facility, and/or Mental Health Rehabilitation Center within the San Francisco Bay Area. The Department of Public Health received proposals only from Canyon Manor (Novato, California), and Crestwood Behavioral Health Inc. (statewide). Both agencies were selected, based on the solicitation submissions, which met minimum qualifications. According to Michelle Ruggels, Director of the DPH Business Office, an additional consideration in the selection process was that both vendors currently house DPH clients, a population that is not easily relocated.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new agreement between the Department of Public Health and Crestwood Behavioral Health for long-term mental health services in a 24-hour locked facility. The agreement is for five years from July 1, 2018 through June 30, 2023 in an amount not to exceed \$77,280,000. The agreement includes one five-year option to extend the agreement from July 1, 2023, through June 30, 2028.

Under the agreement, Crestwood provides mental health rehabilitation center, skilled nursing facility, and licensed community care services to adults who have a psychiatric diagnosis. Crestwood has five mental health rehabilitation centers, four skilled nursing facilities (for adults with psychiatric and medical or physical disabilities), and three licensed community care (residential) services in northern and central California.² The agreement funds 32 new skilled nursing facility beds (the "San Francisco Healing Center") located at Saint Mary's Medical

² The five mental health rehabilitation facilities are in Angwin, Bakersfield, Eureka, Vallejo, and San Francisco; the four skilled nursing facilities are in Stockton (which serves clients with dementia), Modesto, Stevenson, and Mowry; and the three licensed community care centers are in Vallejo (two facilities) and Carmichael.

Center (a not for profit hospital owned by Dignity Health) to serve incarcerated individuals who are in the San Francisco County jail system or are returned to San Francisco by Napa State Hospital--individuals who require placement into locked psychiatric facilities to meet State law. The San Francisco Healing Center began serving clients in April of 2018.

FISCAL IMPACT

Under the proposed agreement with Crestwood, the Department of Public Health estimates an average census of 203 adults in nine facilities.³ The rate per day varies at each of the nine facilities based on the type of facility and level of care that is required. Table 1 below shows the estimated annual budget of approximately \$13,800,000.

Table 1: Estimated Annual Agreement Budget

Facility	Rate per Day	Census	Annual Total
Community Care			
American River Residential	\$116	3	\$127,020
Crestwood Hope	\$116	24	1,016,160
Crestwood Our House	\$116	7	296,380
Mental Health Rehabilitation Center			
Crestwood Center – Angwin	\$314	1	114,610
Crestwood Recovery & Rehab	\$250	34	3,102,500
	\$297	2	216,810
SF Healing Center	\$431	32	5,034,080
Skilled Nursing Facility			
Crestwood Manor Fremont –Stevenson	\$34	20	248,200
	\$88	20	642,400
	\$130	23	1,091,350
	\$158	1	57,670
	\$229	1	83,585
	\$287	3	314,265
	\$385	2	281,050
Crestwood Manor Stockton	\$34	5	62,050
	\$55	5	100,375
	\$88	3	96,360
	\$130	1	47,450
Crestwood Treatment – Mowry	\$130	15	711,750
	\$483	1	176,295
	Total	203	\$13,820,360

The five year budget of \$77,280,000 is based on annual expenditures of approximately \$13,800,000 and a 12 percent contingency, as shown in Table 2 below.

³ The census projections are based on average census at each of these facilities over the prior ten years. The proposed new agreement between the Department of Public Health and Crestwood adds three new facilities, which may result in increased average census over the term of the agreement.

Table 2: Total Agreement Budget

Term	Not to Exceed Amount
July 1, 2018 - June 30, 2019	\$13,800,000
July 1, 2019 - June 30, 2020	13,800,000
July 1, 2020 - June 30, 2021	13,800,000
July 1, 2021 - June 30, 2022	13,800,000
July 1, 2022 - June 30, 2023	13,800,000
Subtotal	\$69,000,000
12% Contingency	8,280,000
Total	\$77,280,000

Funding for the proposed agreement comes from State Realignment and General Fund monies.

RECOMMENDATION

Approve the proposed resolution.

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

**Agreement between the City and County of San Francisco and
Crestwood Behavioral Health**

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

Recitals

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (RFP -30-2017) issued on November 28, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC 43871-17/18 on 11/20/17;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Crestwood Behavioral Health Inc., PO Box 980966, West Sacramento, CA 95798-0966.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

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

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

Article 3 Financial Matters

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

Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Seventy Seven Million Two Hundred Eighty Thousand Dollars (\$77,280,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall

be made by City specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

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

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

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

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

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

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with

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

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

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

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

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

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

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable.

Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not employ subcontractors.

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

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

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be

applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement,

and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

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

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

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements

of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor’s performance of this Agreement, including, but not limited to, Contractor’s use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either’s agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor’s performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City’s costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third

parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

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

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

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

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

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

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

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

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

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

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

relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition

for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

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

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

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

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

Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Privacy and Security Agreement

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

Article 9 Rights In Deliverables

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

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

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

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

Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

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

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

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

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

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

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way

impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions

of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

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

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

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

Article 11 General Provisions

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

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

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

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

11.3 **Reserved.**

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

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 28, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site.

CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement.

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

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

1. **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity¹ as defined under HIPAA;**

¹ A Covered Entity is defined under HIPAA as one of the following:

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

Source: <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>
https://privacyruleandresearch.nih.gov/pr_06.asp

Complete the following attached documents:

- a. Appendix E SFDPH Protected Information Privacy & Security Agreement (PSA) (06-21-2017)
- b. SFDPH Attestation 1 PRIVACY (06-07-2017)
- c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
- d. SFDPH Attestation 3 COMPLIANCE (06-07-2017)

2. **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity¹ as defined under HIPAA:**

Complete the following attached documents:

- a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
- b. SFDPH Attestation 1 PRIVACY (06-07-2017)
- c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

3. **CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;**

Appendix E and attestations are not required.

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

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

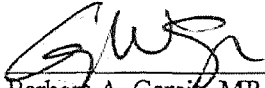
Article 14 MacBride And Signature

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

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

CITY

Recommended by:

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

CONTRACTOR


Crestwood Behavioral Health, Inc.

 4/9/18
Gary L. Zeyen Date
Controller

Supplier ID: 22099

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  4/23/18
Date
Deputy City Attorney

Approved:

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

Appendices

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

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

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. CBHS Electronic Health Records System

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

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Community Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

2. Description of Services

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

Description of Services

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

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

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

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

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

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

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

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

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

The following Crestwood facilities are covered under this Appendix A:

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

SNF level:

Crestwood Manor – Stockton
 Crestwood Manor – Modesto
 Crestwood Manor – Stevenson
 Crestwood Treatment Center – Mowry

Community Care licensed level:

Our House – Vallejo
 American River Residential Services
 Crestwood Hope Center

Admission Expectations

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

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

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

Admission and documentation will include the following:

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

Ongoing Expectations

Facilities will provide:

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

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

Progress notes shall reflect the following:

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

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

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

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

Program Staff:

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

Discharge Expectations

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

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

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

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

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

Need for Acute Hospitalization

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

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

County Payment for Physician Services

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

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

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

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

Measurement 1:

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

Objective 2:

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

Measurement 1:

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

Objective will be evaluated annually.

Quality of Care

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

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

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

Continuous Quality Improvement

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

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

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

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

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

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

Appendix B-1 Crestwood Behavioral Health - Rates

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Seventy Seven Million Two Hundred Eighty Thousand Dollars (\$77,280,000) for the period of July 1, 2018 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, \$8,280,000 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2018 through June 30, 2019	\$13,800,000
July 1, 2019 through June 30, 2020	\$13,800,000
July 1, 2020 through June 30, 2021	\$13,800,000
July 1, 2021 through June 30, 2022	\$13,800,000
July 1, 2022 through June 30, 2023	\$13,800,000
Total	\$69,000,000
Contingency	\$8,280,000
Grand Total	\$77,280,000

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

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are

subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

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

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

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

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

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

Appendix C
Reerved

**Appendix D
Reserved**

Contractor Name:	Crestwood	Contractor City Vendor ID	1000009324
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print) _____	Signature _____	Date _____
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Contractor Name:	Crestwood	Contractor City Vendor ID	1000009324
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	Crestwood	Contractor City Vendor ID	1000009324
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COMPLIANCE ATTESTATION FOR HIPAA COVERED ENTITIES

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

I. DOES YOUR ORGANIZATION...				Yes	No*	
A	Have a formal Compliance Program that meets Office of the Inspector General (OIG) requirements?					
B	Have a Compliance Officer or other individual designated as the person in charge of handling compliance matters?					
	If yes:	Name & Title:	Phone #	Email:		
C	Require Compliance Training upon hire and annually thereafter for all employees? [Retain training materials for 7 years.]					
D	Have proof that employees have completed compliance training? [Retain proof for 7 years.]					
E	Have a Code of Conduct or Ethics policy that includes a non-retaliation clause and a mechanism for staff to confidentially and anonymously report potential compliance concerns. [Retain versions for 7 years.]					
F	Have proof that employees upon hire, and annually thereafter, have signed agreement to your organization's Code of Conduct? [Retain proof for 7 years.]					
G	Have mechanisms in place to identify and promptly respond to compliance deficiencies (including reporting any deficiencies to SFDPH) that could jeopardize your organization's continued participation in government health care programs including Medicare or Medi-Cal funded programs?					
H	Understand and comply with state and federal regulations regarding billing Medicare and Medi-Cal programs and assure that bills submitted to such programs are supported by the required medical record documentation?					
I	Publicize the SFDPH Compliance and Privacy Hotline number (1-855-729-6040) or the City's Whistleblower Program including posting a notice of whistleblower protections in staff areas where it can be seen?					
J	Upon hire and monthly thereafter, check the exclusions lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency? [Retain proof for 7 years.]					
K	Upon hire and re-enrollment of clinical providers, check the Social Security Administration's Death Master File to ensure that Medicaid or Medicare is not being billed in the name of a deceased provider. [Retain proof for 7 years.]					
L	Require (or will require if/when applicable) subcontractors that are HIPAA Covered Entities to comply with all applicable requirements in this Attestation?					

II. Under penalty of perjury, I attest that I have authority to sign on behalf of my organization and that, to the best of my knowledge, the information herein is true and correct:

Attested by:	Name: (print)	Title:	Signature:	Date:

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

Approved by OCPA:	Name: (print)	Title:	Signature:	Date:

Contractor Name:	Crestwood	Contractor City Vendor ID	1000009324
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by 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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Appendix G

Reserved

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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

Appendix I

THE DECLARATION OF COMPLIANCE

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



City and County of San Francisco
Mark Farrell, Mayor

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

April 23, 2018

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 original agreement to a contract agreement with Crestwood Behavioral Health, LLC in the amount of \$77,280,000.

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

The following is a list of accompanying documents:

- o Resolution for the original agreement;
- o Copy of proposed original agreement;
- o Forms SFEC-126 for the Board of Supervisors and Mayor

For questions on this matter, please contact me at (415) 255-3508, Jacquie.Hale@SFDPH.org.

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Manager
Office of Contracts Management and Compliance
DPH Business Office

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2018 APR 23 AM 11:33

BY _____ AK

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 ~

Jacquie.Hale@SFDPH.org – office 415-255-3508 – fax 415 252-3088
1380 Howard Street, Room 421B, San Francisco, CA 94103

RFP 30-2017

Locked Licensed Facility, Skilled Nursing Facility (SNF) and Mental Health Rehabilitation Center (MHRC)

RFP 30 - 2017

**Locked Licensed Facility, Skilled Nursing Facility (SNF) and Mental Health
Rehabilitation Center (MHRC)**

**DEPARTMENT OF PUBLIC HEALTH
Behavioral Health Services (BHS)**



Request for Proposals (RFP) 30 - 2017

**DEPARTMENT OF PUBLIC HEALTH
OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE
1380 HOWARD STREET, SUITE 420
SAN FRANCISCO, CA 94103**

**CONTACT
APRIL MONEGAS
CONTRACT ANALYST
(415) 255-3636**

Date issued: NOVEMBER 28, 2017
Email Question Begins: November 28, 2017
Email Question Ends: 12:00 p.m., December 14, 2017
Letters of Intent due: 12:00 p.m., December 22, 2017
Proposal due: 12:00 p.m., January 17, 2018

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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 30-2017** and follow the instructions.

A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR PROPOSALS TO BE CONSIDERED.

- 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) **AGENCY COVER SHEET** (use as the cover sheet, front page)
- 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://sfgov.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. INTROCUCTION, CONTRACT TERM, FUNDING AND SCHEDULE

A. General

The San Francisco Department of Public Health's (SFDPH) San Francisco Health Network (SFHN) is soliciting proposals from qualified vendors to provide **psychiatric care to adults and/or older adults, in a locked licensed facility, Skilled Nursing Facility (SNF) and/or Mental Health Rehabilitation Center (MHRC) within San Francisco Bay Area**. The facility will primarily admit San Francisco residents directly from acute psychiatric inpatient units. The SNF will provide care to individuals with psychiatric problems, medical problems and behavior problems. The SNF may also care for individuals with neurobehavioral diagnosis with a primary diagnosis of dementia. Individuals may be admitted with physical impairments requiring special needs that may include the use of a wheelchair, walker, or cane; they may also have vision and or hearing loss or speech impediments. The MHRC will provide care to individuals who have a psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program.

The overall program goal of the facility is to maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community.

B. Contract Term and funding

Contracts awarded under this RFP shall have an initial term of one year from **July 1, 2018 to June 30, 2019**. At the end of the initial term, it is anticipated that the contract term will be extended by another 4 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 system. The City has the sole, absolute discretion to exercise these options.

The maximum term for the contracts awarded under this RFP may not exceed ten (10) years.

RFP/Q Authority	Contract Term	# Years	Term Begin	Term End
	Initial term	1 years	July 1, 2018	June 30, 2019
	Option 1	4 years	July 1, 2019	June 30, 2023
	Option 2	5.0 years	July 1, 2023	June 30, 2028
No more than 10 years	Total Contract Term	10.0 years	July 1, 2018	June 30, 2028

A projected estimated annual amount of **\$17,012,113** is available under this RFP. All amounts are subject to available funding. Fiscal Year 2018 -2019 projected funding is dependent available funds and SFDPH/SFHN reserves its sole right to award all or a portion of funds available."

C. Schedule

The anticipated schedule for selecting a contractor is:

<u>Application Phase</u>	<u>Time</u>	<u>Date</u>
RFP issued by the City		November 28, 2017
Email Questions begin	12:00 Noon	November 28, 2017
Email Questions end	12:00 Noon	December 14, 2017
Non-Binding Letter of Intent due	12:00 Noon	December 22, 2017
Proposals Due	12:00 Noon	January 17, 2018

Estimated Dates

<i>Technical Review Panel</i>	<i>February 2018</i>
<i>Selection and Negotiations</i>	<i>February - March 2018</i>
<i>Contract Development & Processing</i>	<i>April – May 2018</i>
<i>Board Approval</i>	<i>June 2018</i>
<i>Service Start Date</i>	<i>July 1, 2018</i>

II. SCOPE OF WORK

San Francisco Residents admitted to the facility recognized as a SNF or MHRC will be 18 years and older and meet behavioral and medical criteria. Individuals admitted to the SNF must have medical problems and/or physical impairments requiring special needs that might include the use of wheelchairs, walker or cane; individuals may also have vision and/or hearing loss, or speech impairment. Individuals admitted to the MHRC must have a psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program.

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

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

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

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

Admission Expectations

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

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

1. A DSM-V psychiatric diagnosis, primary.
2. Signs and symptoms of psychiatric impairment and/or any pre-existing medical conditions.
3. Long and short-term goals that are based on individual resident capabilities and that are realistically attainable by resident.
4. Measurable objectives with specific time frames with special emphasis on medication regimen.

5. Special treatment and interventions and services with identification of the professional discipline responsible for each element of care.
6. Estimated duration of treatment and continuously updated progress notes reflecting justification for continued stay and identification of obstacles to community placement.
7. Prognosis.
8. Dated legible physician notes and signature.
9. Specification of drug regimen or no drug regimen.
10. Evidence of communication with resident's former physician upon admission and with resident's future physician upon discharge.

Admission and documentation will include the following:

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

Ongoing Expectations

Facility will provide:

1. Annual physical examination
2. Annual update regarding medication consents (with witness signatures).
3. Documentation in resident's record the facility's follow-up care regarding dental and eye care in addition to any necessary medical care.
4. Transportation and escort for clinic visits when necessary.
5. Adherence to all protocols regarding conserved residents, including issues of resident refusal of medications or treatment services. In the case of conserved residents refusing laboratory tests, the facility may negotiate with San Francisco General Hospital for recommended tests to be done there provided there is a court order for the resident to receive such tests.
6. Assistance and cooperation in efforts to obtain resident entitlements. The facility will collect, document and report to the County the SSI, VA and other third party payments
7. No one to one patient services will be provided without PRIOR written authorization and continued need will be reviewed daily by telephone with the Transitions Placement Authorized Staff.
8. Participate fully in the County's Billing and Data Collection system.
9. Submit to San Francisco CBHS Billing Office, monthly invoices per the agreement with San Francisco Billing Office. Invoice attachments will include specific to each facility:
 - a. Resident's last name
 - b. First name
 - c. Units of service provided for that quarter.San Francisco CBHS will make payment adjustments quarterly for any resident not authorized for treatment.
10. Attending psychiatrists court testimony when required and following conditions must be met:

- a. Be fully prepared, i.e., review resident chart prior to proceedings
 - b. Appear on time and sit through the hearing process in order to provide expert testimony in resident's case
 - c. In case of inability to attend, sufficient notice must be given by the psychiatrist. If time does not permit mailing notice, then the notice must be faxed to the mental health court.
11. The facility will abide by all admission and discharge notification requirements for the keeping of comprehensive bed data for the web based program when applicable.

Progress notes shall reflect the following:

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

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

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

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

Program Staff:

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

Discharge Expectations

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

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

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

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

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

Need for Acute Hospitalization

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

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

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

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

Service and Quality of Care

Facilities shall maintain a regularly scheduled Continuous Quality Improvement Committee and extend an invitation to the County to attend as needed to facilitate the exchange of information. Committee membership shall consist of the following staff: one attending psychiatrist or Medical Director, Director of Nurses, Director of Program, and Social Worker. Attendance shall be documented and submitted as part of regular reports to the County.

III. PROPOSAL SUBMISSION REQUIREMENTS

Failure to provide any of the following information or forms may result in a proposal being disqualified.

A. Minimum Qualifications

Applicants must meet the following minimum qualifications.

1. Demonstrated a minimum of three (3) years' experience in providing services in San Francisco Bay Area as discussed in Section II.

2. Demonstrated expertise and practical experience in working with the San Francisco public health care services system.
3. Good standing, licenses, Etc. The provider must be a valid existing legal entity, qualified to do business and in good standing in the State of California. In addition, the Provider must have all necessary licenses, permits, approvals and authorizations to perform the Work and conduct the Providers business.
4. Meet DPH's Cultural and Linguistic Competency Standards outlined on:
<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/CLAS/CLAS Policies.asp>

Cultural Competency refers to being aware of cultural differences among diverse racial, ethnic, and other minority groups, respecting those differences, and taking steps to apply that knowledge to professional practice. The Program will need to put together a comprehensive Culturally Competency Plan. They will need to demonstrate strengths including on-going attempts to improve their care in a culturally and linguistically appropriate way. Conduct on-going trainings for staff, regularly conduct surveys with clients to better ascertain their needs and desires. Partner with the community to continue to improve their care and their understanding of the diverse population that is treated in their facility. Along with scheduled input from staff and clients regarding cultural competence the program will need to review any complaints or concerns on an ongoing basis that may limit the ability of the facility to provide culturally and linguistically competent services. If any barriers are discovered, the Program Director will develop a study within their CQI Program and collect data, analyze it and propose a solution to the problem. The program will work diligently to serve the clients in a culturally competent manor and to make changes when a problem is discovered.

5. Other City Contracting Requirements. The Provider must be willing and able to comply with the City and contracting requirements set forth in Section VII of this RFP.

The successful applicant must provide the following:

A summary of the qualifications of the organization, listing of the Board of Directors, in any, the name of a specific contact person with the appropriate administrative authority for contract negotiations, information on how the organization is becoming more culturally competent to meet the needs of clients, a statement regarding compliance with HIPPA, and an assurance that the financial statements of the organization have been audited in the past three years, all signed by the chief executive officer or the executive director of the organization.

(Minimum Qualifications shall comply with the Scope of Work Listed in Section II.)

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.

B. Letter of Intent (LOI)

Prospective proposers 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 December 22, 2017** to indicate their interest in submitting an application under this RFP. Such a letter of intent is non-binding and will not prevent acceptance of an agency's proposal and neither commits an agency to submit 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 **January 17, 2018**. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with SFDPH Office of Contracts Management, or mailed to:

April Monegas
San Francisco Department of Public Health
Office of Contracts Management
1380 Howard St. Rm. 420
San Francisco, CA 94103
Email: sfdphcontractsoffice@sfdph.org

Proposers shall submit **one (1) original** and **six (6) copies** of the proposal, and one (1) copy, separately bound, of required CMD Forms in a sealed envelope clearly marked "**RFP 30-2017 – Skilled Nursing Facility (SNF) and Mental Health Rehabilitation Center (MHRC)**" 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 Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the noon deadline but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the 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 and must be double spaced. 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 do not 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

F. Proposal Content

Failure to provide any of this information or forms may result in a proposal being disqualified.

Firms interested in responding to this RFP must complete the required forms and describe how it meets the Minimum Qualifications and provide the required information using the proposal content below:

i. Required Forms *Appendix A1-a*

- RFQ Form#1-Solicitation and Offer & RFQ Form # 2 Contractual Record Form
- CMD Forms: Contract Monitoring Division. All proposals submitted must include the following: i) Form 2A, CMD Contract Participation Form, ii) Form 3, CMD Non Discrimination Affidavit, iii) Form 4, CMD Joint Venture Form (if applicable), and iv) Form 5, CMD Employment Form. If these forms are 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 or visit <http://sfgsa.org/index.aspx?page=6058>

ii. Proposal Content (19 pages + attachments)

1. Introduction and Executive Summary (up to 2 pages)

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 to the proposed services.

2. Service Approach and Overview (up to 7 pages)

- a. The proposer demonstrates a capacity to provide Scope of Work requirements.
- b. The proposer has existing specialty care and behavioral health partnerships to meet the comprehensive needs of patients.
- c. The proposer has a well-defined continuous quality improvement process that incorporates patient input.

3. Organizational Qualifications and Cultural Competence (up to 10 pages)

- a. How your agency meets the minimum qualifications stated in this RFP (See Section IV-A);
- b. Proven ability to work with specialized populations requiring locked services.
- c. Cultural competence with the target population, evidence of consumer and family participation, ability to provide gender focused services and to make specific accommodations for target populations needs.
- d. Demonstration that overall program goal is to maximize each clients potential and functioning capacity fostering self-care and return to the highest level of independent living possible in the community.
- e. Evidence of any related license or program certification.
- f. Staff qualification; use of license and/or certified staff, evidence of staff linguistic capacity, documentation of Board of Directors cultural composition.

4. Prior Performance (Attachment)

Proposers must demonstrate that they have a record of consistent quality service delivery for three (3) prior fiscal years in providing long term care. Proposers must provide the organization's two (2) most recent monitoring reports or copies of evaluation reports (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.

5. Budget Forms and Financial Audit (as Attachment)

- a. DPH Budget Forms (must use form provided in the zip file attachment, Appendix A-1b) - total fee for each of the disciplines identified in the Scope of Work with a not-to- exceed figure;
- b. Copies of the two most recent audited financial statements (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16) and Current cash flow statement and projection for the period of July 1, 2018 to June 30, 2019.
- c. A listing of financial management staff and accounting staff including names, job title, length of service and brief resume if needed

IV. EVALUATION AND SELECTION CRITERIA

A. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in long term care. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

1. Submission Guidelines & Introduction 5 points

The proposer clearly demonstrates willingness and commitments to the proposed services.

Did the applicant follow the submission requirement guidelines and format listed in the RFP? 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?

2. Service Approach and Overview (up to 7 pages) 30 points

- a. The proposer demonstrates a capacity to provide Scope of Work requirements.
- b. The proposer has existing specialty care and behavioral health partnerships to meet the comprehensive needs of patients.
- c. The proposer has a well-defined continuous quality improvement process that incorporates patient input.

3. Organizational Qualifications and Cultural Competence (up to 10 pages) 45 points

- a. How your agency meets the minimum qualifications stated in this RFP (See Section IV-A);
- b. Proven ability to work with specialized populations requiring locked services.
- c. Cultural competence with the target population, evidence of consumer and family participation, ability to provide gender focused services and to make specific accommodations for target populations needs.
- d. Demonstration that overall program goal is to maximize each clients potential and functioning capacity fostering self-care and return to the highest level of independent living possible in the community.
- e. Evidence of any related license or program certification.
- f. Staff qualification; use of license and/or certified staff, evidence of staff linguistic capacity, documentation of Board of Directors cultural composition.

4. Budget 20 points

DPH Budget Forms (does applicant use form provided in the zip file attachment, Appendix A-b) - total fee for each of the disciplines identified in the Scope of Work with a not-to- exceed figure;

5. Financial Management Capacity and Fiscal Integrity **30 Points**

Proposer's Financial Management and Fiscal Integrity

- a. Copies of the two most recent audited financial statements (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16) and Current cash flow statement and projection for the period of July 1, 2018 to June 30, 2019.
- b. A listing of financial management staff and accounting staff including names, job title, length of service and brief resume if needed

6. Prior Performance **30 Points**

Proposer's Prior Performance (as evidenced by DPH monitoring report, corrective action plans, and evaluation reports).

TOTAL POINTS POSSIBLE FROM PROPOSAL: **160 Points**

V. EMAIL QUESTION PERIOD AND CONTRACT AWARD

A. Email Question Period

All questions and requests for information must be received by electronic mail, fax and/ or US Mail and will be answered at the end of the E-Question period, by electronic mail, fax and or US Mail to all parties who have requested and received a copy of the RFP. The questions will be answered by the program staff. This is the only opportunity firms can ask direct programmatic questions of the Department staff. All questions are to be directed to the following e-mail address: sfdphcontractsoffice@sfdph.org OR by electronic mail, fax and or US Mail to:

April Monegas, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St., 4th floor, #420
San Francisco, CA 94103
Phone (415) 255-3636

E-questions may only be submitted from November 28, 2017 until 12:00 Noon December 14, 2017

No questions or requests for interpretation will be accepted after **12:00 pm on December 14, 2017**

If you have further questions regarding the RFP, please contact April Monegas at sfdphcontractsoffice@sfdph.org

B. Contract Award

The Department of Public Health, Behavioral Health Services (BHS) will issue Notices of Intent to Award to the selected Proposer with whom BHS 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.

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:

April Monegas, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St., 4th floor, #420
San Francisco, CA 94103
Phone (415) 255-3636 / Fax (415) 252-3088
E-mail: sfdphcontractoffice@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: (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.

VII. 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; 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 <http://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 Entity* subject to HIPAA and the Privacy Rule contained therein;
- A Business Associate† 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://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 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.

* "Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA

† "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.

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 RFQ 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 RFQ 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

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Crestwood Behavioral Health, Inc.	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. (1) James, M. Dobbins, Chairman, George C. Lytal, President & CEO, Bryan Burr, Board Member and Thomas R. Muth, Board Member. (2) George C. Lytal, President & CEO, Maria Stefanou, CFO and none, COO. (3) James M. Dobbins, Jr. – 38.74% and Bryan Burr – 20.21% (4) None (5) None	
Contractor address: 520 Capitol Mall, Suite 800, Sacramento, CA 95814	
Date that contract was approved:	Amount of contract: \$77,280,000
Describe the nature of the contract that was approved: Long term mental health services in 24-hour locked facility.	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed